MEMORANDUM

Agenda Item No. 8(F)(9)

TO:	Honorable Chairman Esteban L. Bovo, Jr. and Members, Board of County Commissioners	**DATE:**	January 24, 2017
FROM:	Abigail Price-Williams County Attorney	**SUBJECT:**	Resolution approving award of Master Developer Agreement Contract No. 00096, Compressed Natural Gas Program for Miami-Dade Department Transportation and Public Works, and authorizing the Use of Charter County Transportation Surtax Funds

Section 2-8.4(g) of the Code of Miami-Dade County requires the recommendation of the County Mayor to be presented to the Commission together with the recommendation of the Hearing Examiner. This item includes the Mayor's award recommendation, the subject of a bid protest, as it was filed with the Clerk of the Board on October 20, 2016. The Supplement to this item, which is consistent with Section 2-8.4, includes the recommendation of the Hearing Examiner and is attached.

Abigail Price-Williams
County Attorney

APW/cp

Memorandum

MIAMI-DADE COUNTY

Date: January 24, 2017

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Recommendation for Approval to Award: Compressed Natural Gas Program for Miami-Dade Department of Transportation and Public Works, and Authorizing the Use of Charter County Transportation Surtax Funds

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Recommendation

It is recommended that the Board of County Commissioners (Board) approve award of a Master Developer Agreement, *Contract No. 00096, Compressed Natural Gas (CNG) Program for Miami-Dade Department of Transportation and Public Works*, to Trillium Transportation Fuels, LLC. The CNG Program includes the following:

- finance, develop, construct, operate, and maintain County CNG fueling stations at the Central Bus Depot and Coral Way Bus Depot
- conversion of existing facilities to accommodate CNG buses
- purchase of 300 CNG buses
- provision of CNG fuel
- lease of County property for public access CNG fueling stations

It is also recommended that the Board delegate to the County Mayor the authority to finalize negotiations and award leases to Trillium Transportation Fuels, LLC, upon approval of the leases by the Federal Transit Administration. Approval of the leases is required by the Federal Transit Administration, before final execution. Both leases will provide public access to CNG fueling stations, which will provide revenue to the County from the sale of CNG fuel, and will serve as back-up sites in case of any operational disruptions at a County CNG fueling station. Lease terms will include the financing, development, construction, operation, and maintenance of public access CNG fueling stations at the Central Bus Depot and Coral Way Bus Depot for an initial 10-year period with options to renew up to an additional ten (10) years.

The attachments and sub-agreements to the Master Developer Agreement are listed in Attachment A. The Master Developer Agreement allows for future expansion of the CNG Program with an optional third County CNG fueling station at the Northeast Bus Depot. While the Master Developer Agreement provides for the initial replacement of 300 buses, purchase of an additional 200 CNG buses is contemplated through a separate competitive contract, and the provision of fuel is included in this negotiated agreement.

Background

On May 6, 2014, the Board authorized the advertisement of the Request for Proposals for the CNG Program via Resolution R-420-14, intending to create a CNG Program with a positive fiscal impact to the County by providing long-term fuel cost reductions, generating revenues in the form of royalty rent from property leases for public access stations to sell CNG fuel to private/public sector entities, and a more reliable underground fuel delivery system. The Master Developer Agreement achieves these expectations and will fulfill the urgent need to replace buses. The CNG Program will enhance the County's bus operations, without any staff displacement.

Natural gas is domestically produced and using CNG vehicles results in quieter engines and cleaner burning fuel. CNG vehicles produce less pollutants due to lower carbon content and no evaporative emissions. Additionally, the vendor will pursue available credits and rebates to offset the County's costs. Currently, the County will be eligible for the Renewable Fuels Standard Credit through the Environmental Protection Agency and the Alternative Fuel Excise Tax Credit which is a tax incentive for alternative fuel.

The Request for Proposals was issued under full and open competition to obtain the best value for the County. Three (3) proposals were received which met the Federal Transit Administration submission requirements. The Competitive Selection Committee (CSC) requested an initial review of the proposals to ensure each proposer met the minimum qualification requirements for financial capacity. The County accessed the financial advisory services contract to conduct the review and reported the findings at a CSC meeting. Based on preliminary scoring, all three (3) proposers were invited to make an oral presentation. Following the oral presentations, the CSC reviewed an analysis of each proposer's financial offer to the County. After this deliberative evaluation process, Trillium Transportation Fuels, LLC, the highest ranked proposer, was recommended for negotiations.

A separate negotiation is ongoing for the development of a countywide CNG Program that will include the Department of Solid Waste, Internal Services, and other large capital departments. That solicitation remains under the Cone of Silence, and an award recommendation will be presented to the Board early next year.

Scope
The scope of this item is countywide in nature.

Fiscal Impact/Funding Source
The fiscal impact for the initial ten (10) years is estimated to be $321,660,000. This amount includes one-time costs up to $174,867,000 for the buses and optional components and $39,680,000 to build both County CNG fueling stations. The final cost to build the stations will decrease if the actual rate at the financial closing is lower. The fiscal impact includes estimated amounts of $82,049,000 for the purchase of natural gas and $25,064,000 to operate and maintain the CNG equipment at the two (2) County CNG fueling stations.

Department	Allocation	Funding Source	Contract Manager
Transportation and Public Works	$321,660,000	State and Federal Grant Funds, Financing Proceeds, PTP Surtax, DTPW Operating Funds	Jesus Valderamma
Total	**$321,660,000**		

The fiscal impact will be partially offset by the federal credits, and revenue earned from the leases at each CNG public access station. Based on the current credit rate, provided the Alternative Fuel Excise Tax Credit is renewed beyond 2016, it is estimated that the credits to the County could be $5,000,000 per year. The Renewable Natural Gas Credit is estimated to provide credits to the County of $1,583,000 for the ten-year term. Additionally, the County will receive monthly minimum rent for both CNG public access stations. The estimated revenue for the initial ten-year lease term for both stations, based on the anticipated CNG fuel sales, is $3,100,500.

The County may choose to continue the CNG Program for up to another ten (10) years. Such renewal would only include the provision of natural gas and the operation and maintenance of the CNG equipment estimated to be $107,113,000. The renewal period may also include continuing the leases

for the public access stations with combined estimated revenues of $6,390,000, as the rent significantly increases during the renewal period.

This item is placed for Committee review pursuant to Miami-Dade County Code Section 29-124(f). This item may only be considered by the Board if the Citizens' Independent Transportation Trust (CITT) has forwarded a recommendation to the Board prior to the date scheduled for Board consideration or 45 days have elapsed since the issuance of this recommendation. If the CITT has not forwarded a recommendation and 45 days have not elapsed since the issuance of this recommendation, I will request a withdrawal of this item.

Track Record/Monitor
Rita Silva, CPPO, of the Internal Services Department is the Procurement Contracting Manager. Derrick Gordon, Director of Bus Services of the Department of Transportation and Public Works, is the Project Manager.

Delegated Authority
If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the contract pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38, including any cancellation, renewal and extension provisions.

Vendor Recommended for Award

Awardee	Principal Address	Address of Branch Offices or Headquarters in Miami-Dade or Broward*	Number of Employee Residents 1)Miami-Dade 2)Broward 3)Percentage*	Principal
Trillium Transportation Fuels, LLC	10601 N. Pennsylvania Avenue Oklahoma City, OK	None	0 0 0%	Frank Love and Greg Love

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendors' employees who reside in Miami-Dade or Broward as compared to the vendor's total workforce.

Vendors Not Recommended for Award

Vendor	Reason for Not Recommending
Clean Energy dba Clean Energy CA Corp.	Evaluation Scores/Ranking
Nopetro-OHL MDC	
American Safety Utility Corp.	No Bid*
Cummins Power South LLC	
Graybar Electric	

*A "No Bid" means the vendor responded indicating it would not be submitting a proposal.

Due Diligence
Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and that there are no performance or compliance issues. The lists that were referenced include convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to contractor responsibility.

Applicable Ordinances and Contract Measures

- The two (2) percent User Access Program provision does not apply.
- The Small Business Enterprise Program and Local Preference do not apply.
- The Living Wage Ordinance does not apply.

Attachment

Alina T. Hudak
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: January 24, 2017

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(F)(9)

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
_____	Statement of social equity 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(F)(9)
1-24-17

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF A MASTER DEVELOPER AGREEMENT, CONTRACT NO. 00096, COMPRESSED NATURAL GAS PROGRAM FOR MIAMI-DADE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS, TO TRILLIUM TRANSPORTATION FUELS, LLC IN A TOTAL AMOUNT NOT TO EXCEED $428,773,000.00 FOR AN INITIAL TEN-YEAR TERM WITH AN OPTION TO RENEW UP TO TEN (10) YEARS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO GIVE NOTICE OF THIS AWARD, ISSUE THE APPROPRIATE PURCHASE ORDERS TO GIVE EFFECT TO SAME, EXECUTE THE CONTRACT INCLUDING THE SUB-AGREEMENTS WHICH ARE APPENDICES B, C, D AND G THERETO, AND EXERCISE ALL PROVISIONS OF THE CONTRACT PURSUANT TO SECTION 2-8.1 OF THE CODE AND IMPLEMENTING ORDER 3-38; AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR SUCH PURPOSES; WAIVING THE REQUIREMENTS OF RESOLUTION NO. R-130-06 AND DELEGATING TO THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE THE AUTHORITY TO FINALIZE NEGOTIATIONS, AWARD AND EXECUTE LEASE AGREEMENTS WHICH ARE SUB-AGREEMENTS TO THE CONTRACT AND APPENDICES E AND F THERETO, TO TRILLIUM TRANSPORTATION FUELS, LLC FOR COUNTY PROPERTY AT THE CENTRAL BUS DEPOT AND CORAL WAY BUS DEPOT, UPON APPROVAL OF THE LEASE AGREEMENTS BY THE FEDERAL TRANSIT ADMINISTRATION AND APPROVAL FOR LEGAL SUFFICIENCY BY THE COUNTY ATTORNEY'S OFFICE; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED IN THE LEASE AGREEMENTS EXCEPT WHERE A LEASE AGREEMENT EXPRESSLY RESERVES A RIGHT TO THE BOARD OF COUNTY COMMISSIONERS; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PROVIDE AN EXECUTED COPY OF THE LEASE AGREEMENTS TO THE PROPERTY APPRAISER'S OFFICE WITHIN 30 DAYS OF THEIR RESPECTIVE EXECUTIONS

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:

Section 1. This Board approves the award of a Master Developer Agreement, Contract No. RFP-00096, to Trillium Transportation Fuels, LLC, for the Compressed Natural Gas Program for Department of Transportation and Public Works, in substantially the form attached hereto and made a part hereof, as set forth in the incorporated memorandum in a total amount not to exceed $428,773,000.00 over the initial ten-year term and with an option to renew up to ten (10) years; and authorizes the County Mayor or County Mayor's designee to execute the contract and sub-agreements which are Appendices B, C, D and G thereto, for and on behalf of Miami-Dade County and exercise all provisions contained therein, including any cancellation, renewal and extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Section 2. This Board authorizes the use of Charter County Transportation Surtax Funds for such purposes.

Section 3. This Board finds it in the County's best interest to waive the provision of Resolution No. R-130-06 which requires that an item not be placed on a County Commission agenda seeking approval of a contract and authority to execute same until the underlying contract is completely negotiated, in final form, and executed by all non-County parties; and authorizing the County Mayor or County Mayor's designee to finalize negotiations and execute the Lease

Agreements with Trillium Transportation Fuels, LLC, in substantially the form attached, for County property at the Central Bus Depot and Coral Way Bus Depot, upon approval of the leases by the Federal Transit Administration and approval for legal sufficiency by the County Attorney's Office, and exercise all rights contained in the Lease Agreements, including cancellation, renewal and extension options, except where the Lease Agreement expressly reserves a right to the Board of County Commissioners.

Section 4. Consistent with Resolution No. R-791-14, the County Mayor or County Mayor's designee is directed to, within 30 days of the County's execution of each Lease Agreement, provide a copy of such Lease Agreement to the County Property Appraiser's Office.

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:

Esteban L. Bovo, Jr., Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 24th day of January, 2017. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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

Compressed Natural Gas (CNG) Program for Miami-Dade Department of Transportation and Public Works

Contract No. 00096

THIS MASTER DEVELOPER AGREEMENT made and entered into as of this _____ day of _____ 2016 by and between Trillium Transportation Fuels, LLC (formerly known as Integrys Transportation Fuels d/b/a Trillium CNG), a limited liability company organized and existing under the laws of the State of Delaware, having its principal office at 1111 Bagby, Suite 2400, Houston, Texas 77002 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"), also, "Party/Parties";

WITNESSETH:

WHEREAS, the County desires, through a public-private collaboration with Contractor and in accordance with the terms and conditions of this Master Developer Agreement (the "Agreement" or "Contract") which includes the accompanying complementary agreements (Sub-Agreements) as further detailed below and attached, for Contractor to (a) provide 300 CNG Buses; (b) finance, develop, construct fueling operations for CNG Fuel and Diesel Fuel at County Stations to fuel buses and other vehicles owned or leased and operated by County, and upgrade Bus Maintenance Facilities; (c) provide County required CNG Fuel, in order to fuel buses and other vehicles owned or leased and operated by County and for the CNG Public Access Stations; (d) finance, develop, construct, operate, and maintain CNG Public Access Stations on Project Sites owned by County and leased to Contractor to fuel Third-Party Vehicles that use CNG Fuel; (e) lease County property for the purpose of the development of the CNG Public Access Stations; and (f) compress natural gas and maintain all CNG Equipment at Project Sites;

WHEREAS, the CNG Program for Miami-Dade Department of Transportation and Public Works ("DTPW") shall conform to the Scope of Work (Appendix A to this Master Developer Agreement); Miami-Dade County's Request for Proposals (RFP) No. 00096 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement;

WHEREAS, the Contractor agrees to obtain for the County's CNG Program for DTPW, CNG Buses, in accordance with the Bus Purchase Agreement (Appendix B to this Master Developer Agreement); upgrade County facilities to include design and construct all required facilities and provide all required CNG Equipment and other related equipment, in accordance

with the Design and Construction Administration Agreement (Appendix C to this Master Developer Agreement) and Appendix A; provide CNG at both County Stations and the CNG Public Access Stations, as further detailed in the CNG Vehicle Fuel Purchase Agreement (Appendix D to this Master Developer Agreement); Lease property from the County for the purposes of providing for CNG Public Access Stations, in accordance with the Lease Agreement for CNG Public Access Station at Central Bus Depot (Appendix E to this Master Developer Agreement) and the Lease Agreement for CNG Public Access Station at Coral Way Bus Depot (Appendix F to this Master Developer Agreement); and compress natural gas and provide maintenance services on all CNG Equipment in accordance with the Compression of Natural Gas and Maintenance Services Agreement for CNG Equipment (Appendix G to this Master Developer Agreement);

WHEREAS, the Contractor has submitted a written proposal under its former name of Integrys Transportation Fuels dba Trillium CNG dated October 2, 2014, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and

WHEREAS, the Contractor is a limited liability company, duly formed and validly existing and has all requisite limited liability company power and authority to enter into this Agreement and the Sub-Agreements. This Agreement is a valid and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS
The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

"Applicable Laws" means all applicable federal, state and local laws, codes, ordinances, rules, regulations, judgments, decrees, orders or directives of any Governmental Authority which are binding on a Party or any of its property relating to this Agreement.

"Bus Maintenance Facility(ies)" means that real property owned and operated by County, located at a Project Site in Article 13, which is used for parking, cleaning, servicing, fueling and maintaining transit buses owned or leased and operated by the County. If the option to expand the CNG Program to another Bus Depot is elected by the County, it would further include such other similar facility(ies) operated by the County at which CNG Buses would function.

"CNG Bus" means a County Vehicle in the nature of a transit bus which uses CNG Fuel.

"CNG Equipment" means the equipment, systems and components to be installed on the Project Sites for the receipt, processing, storage, handling, measuring, testing, safeguarding, controlling and dispensing of CNG Fuel.

"CNG" or "CNG Fuel" means compressed natural gas.

"CNG Public Access Station" means the CNG fueling stations to be owned, constructed, operated and maintained by Contractor at the Project Sites.

"Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.

"Contractor" means Trillium Transportation Fuels, LLC and its permitted successors.

"County" has the meaning set forth in the first paragraph, and includes its successors and permitted assigns.

"County Affiliates" means County approved entities which provide transportation services for and on behalf of the County such as a third party which may provide services under contract with the County.

"County Station" means fueling station for CNG Fuel and Diesel Fuel to be owned by County and constructed by Contractor at a Project Site.

"County Vehicles" means any and all buses, transport and maintenance vehicles, automobiles and other vehicles owned or leased and operated by County which are fueled by CNG, whether or not such vehicles are located, stored, or otherwise maintained or scheduled at the Bus Maintenance Facility.

"Deliverables" means all documentation and any items of any nature submitted by, or to be submitted by, the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

"Department of Transportation and Public Works" (also, "DTPW") means the County department overseeing the functions of Miami-Dade Transit.

"Diesel Fuel" means a combustible petroleum distillate used as fuel for diesel engines.

"Directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

"Effective Date" means the date set forth in the caption of this Agreement.

"Extra Work" means additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

"Final Completion" means the occurrence of all of the following: (i) the Architect has signed and delivered to the Contractor and the County a certificate of final completion in accordance with the Architect Contract, (ii) a Certificate of Occupancy has been issued for the Project Site, and (iii) punch list items have been completed.

"Fuel Requirements" means actual fuel requirements for all applicable County Vehicles, County Affiliates vehicles, and Third-Party Vehicles.

"Fueling Pump Compression Standard" means the pressure to which the CNG Fuel is compressed at the fueling pump(s) at the County Stations prior to being placed into the fuel tanks of the County Vehicles.

"GGE" means gasoline gallon equivalent and is the amount of CNG Fuel it takes to equal the energy content of one US gallon of gasoline and is equal to 125,000 BTU (British thermal unit).

"Governmental Authority" means, as to any Person, any federal, state, local, or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental entity having jurisdiction over such Person or its property or operations relating to the Agreement.

"Master Developer Agreement" means collectively these terms and conditions, the Overall Scope and Objectives of the CNG Program (Appendix A); the Bus Purchase Agreement (Appendix B); the Design and Construction Administration Agreement (Appendix C); CNG Vehicle Fuel Purchase Agreement (Appendix D); Lease Agreement for CNG Public Access Station at Central Bus Depot (Appendix E); Lease Agreement for CNG Public Access Station at Coral Way Bus Depot (Appendix F); and the Compression of Natural Gas and Maintenance of CNG Equipment Agreement (Appendix G), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 00096 and all associated addenda, and the Contractor's Proposal.

"Minimum Annual Volume" means the minimum amount of CNG Fuel to be purchased and received or paid for by County each year as set forth in Appendix G.

"Public Access Project Sites" means the land upon which the CNG Public Access Station is to be constructed, the precise boundaries of which are described in Appendix E for the Central Bus Depot and Appendix F for the Coral Way Bus Depot.

"Project" means all aspects of the CNG Program for DTPW, and includes, purchase of CNG Buses; supplying CNG Fuel; design and construction of facilities (new and upgraded); design, construction and operation of CNG Public Access Stations; and maintaining CNG Equipment.

"Project Sites" means those sites further defined in Article 13, below.

"Project Manager" means the County Mayor or the duly authorized representative designated to manage the Project.

"Scope of Work" means the document appended hereto as Appendix A, which details the Work to be performed by the Contractor and the objectives for the CNG Program for DTPW.

"Sub-Agreements" means the agreements attached to this Master Developer Agreement and include Appendix B, Bus Purchase Agreement; Appendix C, Design and Construction Administration Agreement; Appendix D, CNG Vehicle Fuel Purchase Agreement; Appendix E, Lease Agreement for CNG Public Access Station at Central Bus Depot; Appendix F, Lease Agreement for CNG Public Access Station at Coral Way Bus Depot; and Appendix G, Compression of Natural Gas and Maintenance of CNG Equipment Agreement.

"Subcontractor" or "subconsultant" means any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

"Taxes" means all taxes, fees, levies, licenses or charges imposed by any Governmental Authority, other than taxes, levies, licenses or charges based upon net income or net worth.

"Third-Party Vehicles" means vehicles owned by third parties utilizing CNG Public Access Stations.

"Work", "Services" or "Program", means all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, along with Attachment 1 2) the Scope of Work (Appendix A), 3) the Sub-Agreements (Appendices B through G), 4) Miami-Dade County's RFP No. 00096 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

The following documents and Sub-Agreements are attached to this Agreement and incorporated herein.

Attachment 1 – Federal Transit Administration (FTA) Provisions (with exhibits and forms)
Appendix A - Scope of Work and County Objectives for CNG Program for DTPW
Appendix B - Bus Purchase Agreement
Appendix C - Design and Construction Administration Agreement
Appendix D - CNG Vehicle Fuel Purchase Agreement
Appendix E - Lease Agreement for CNG Public Access Station at Central Bus Depot
Appendix F - Lease Agreement for CNG Public Access Station at Coral Way Bus Depot
Appendix G - Compression of Natural Gas and Maintenance of CNG Equipment Agreement

ARTICLE 3. RULES OF INTERPRETATION

a) The components of this Master Developer Agreement are intended to be complementary and describe and provide for a complete CNG Program.

b) Reference to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

c) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

d) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

e) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

f) In accordance with the principles of good faith and fair dealing in the performance of this Agreement and, unless expressly provided otherwise in this Agreement, (i) where the consent,

approval, or similar action by a Party is required, such consent, approval or similar action shall not be unreasonably withheld, conditioned or delayed, and (ii) wherever this Agreement gives a Party a right to determine, require, specify or take similar action with respect to a matter, such determination, requirement, specification or similar action shall be reasonable.

ARTICLE 4. NATURE OF THE AGREEMENT

a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both Parties hereto or their authorized representatives.

b) The Contractor shall provide the Work set forth in the Scope of Work, and all accompanying Sub-Agreements, and render full and prompt cooperation with the County in all aspects of the Work and Services performed hereunder.

c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager. The Contractor shall complete all Work and Services using prudent practice to mean practices, methods, and acts (including the practices, methods, and acts engaged in or approved by a significant portion of the applicable industry) that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with Applicable Laws, codes, standards, equipment manufacturer's recommendations, reliability, safety, environmental protection, cost effectiveness, and expedition, which are not limited to the optimal practices, means, methods and acts under the applicable circumstances.

e) The Contractor acknowledges that the County shall be responsible, in its sole and complete discretion, for making all policy decisions regarding the Scope of Work. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

a) This Master Developer Agreement is in force and effect as of the date stated on Page 1 of this Agreement and shall continue for the duration of ten (10) years.

b) The County, at its sole discretion, reserves the right to exercise the option to renew this Master

Developer Agreement for up to ten (10) years, which the County may choose to exercise in two (2) 5-year increments.

c) The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. The County will provide reasonable notice of any such extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via e-mail (if provided below) and followed with delivery of hardcopy; and in any case addressed as follows:

(1) to the County
to the Project Manager:

Miami-Dade County
Department of Transportation and Public Works
701 NW 1 Court, Suite 1700
Miami, FL 33136
Attention: Director
Phone: (786) 469-5675
E-mail: alice.bravo@miamidade.gov

and,
a) to the Contract Manager:

Miami-Dade County
Internal Services Department
Procurement Management Division
111 N.W. 1 Street, Suite 1300
Miami, FL 33128
Attention: Assistant Director
Phone: (305) 375-2363
E-mail: singer@miamidade.gov

(2) To the Contractor

Trillium Transportation Fuels, LLC
1111 Bagby, Suite 2400
Houston, Texas 77002
Attention: Legal Counsel
Phone: (800) 920-1166
E-mail: bill.cashmareck@trilliumcng.com
cc: morris.collie@loves.com
cc: jrdetapia@trilliumcng.com

Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. SCOPE OF WORK

This Agreement sets forth the Scope of Work in Appendix A and the terms for the (a) purchase of CNG Buses per specifications incorporated herein (Appendix B); (b) financing, design, and construction of County Stations for CNG Fuel and Diesel Fuel and the upgrade to Bus Maintenance Facilities for DTPW at Project Sites (Appendix C); (c) County's requirements for CNG in order to fuel County Vehicles which require CNG and for the CNG Public Access Stations (Appendix D); (d) financing, developing, constructing, operating, selling CNG Fuel, and maintaining CNG Public Access Stations on Public Access Project Sites owned by the County and leased by Contractor to fuel third parties that use CNG Fuel, for the purpose of creating revenues to the County and to be available as a stand-by operation in the event the Contractor cannot provide the County's fueling requirements for County Vehicles through a County Station (Appendix E and Appendix F); and, (e) maintaining all CNG Equipment and providing other related CNG maintenance services (Appendix G).

ARTICLE 8. PURCHASE AND DELIVERY OF CNG BUSES

The County shall purchase 300 CNG Buses through the Contractor's coordination with New Flyer of America, Inc. in accordance with the terms, conditions and specifications as stated in Appendix B and following all required Federal Provisions therein. The CNG Buses shall be delivered to the County in accordance with the schedule identified in Appendix B, Bus Purchase Agreement in coordination with the completion of County Stations, individually by Project Site. Acceptance of the CNG Buses by the County will be in accordance with Bus Delivery and Acceptance Procedures stipulated in Appendix B.

ARTICLE 9. COUNTY STATIONS/BUS MAINTENANCE FACILITIES DESIGN/CONSTRUCTION

The Contractor shall develop, finance and construct County Stations and Bus Maintenance Facilities as further defined in Appendix C, Design and Construction Administration Agreement, on the Project Sites defined in Article 13 for the purpose of compressing natural gas and dispensing CNG Fuel and Diesel Fuel at the County Stations. The Contractor shall have each County Station operational by the date stated for that County Station in Appendix C.

The Contractor shall coordinate completing County Stations (as detailed in Appendix C) to coincide with the delivery of the CNG Buses (as detailed in Appendix B), such that the County Stations are fully capable of fueling CNG Buses within the Fuel Pump Compression Standard, (as required in this Agreement), prior to the delivery of CNG Buses. Conversely, the CNG Buses shall be delivered to coincide with the completion of County Stations and upgraded Bus Maintenance Facilities to accommodate CNG Buses, such that the County is not forced to operate its current bus fleet any longer than necessary. DTPW's Transit is a 24 hour a day operation and space at the Project Sites is limited. The County will not warehouse CNG Buses while Contractor completes a County Station.

At the option of the County, the Parties agree that Contractor may be required to develop, finance, construct, operate and/or maintain other County Station(s) as may be required (as an example, the County's Northeast Facility) to provide CNG Fuel to County Vehicles if County determines that one or more such additional County Station(s) is desirable. In such case, the Contractor and County will negotiate the scope of work, terms and conditions of the Extra Work transaction and enter into a supplemental agreement to this Master Developer Agreement, with any changes as agreed to by the Parties.

ARTICLE 10. PURCHASE AND SALE OF CNG FUEL

a) Contractor's Obligation to Provide CNG Fuel: The Contractor shall procure, receive, compress and store at the County Stations and CNG Public Access Stations sufficient capacity to meet CNG Fuel Requirements of all County Vehicles, County Affiliates vehicles, and Third-Party

Vehicles as further specified in Appendix D. The Contractor shall compress natural gas so that, at the pump, the CNG Fuel meets the Fueling Pump Compression Standard, and maintain CNG Equipment which would measure said Standard. The Contractor shall ensure that the County Station is capable of fueling at least 250 buses in the County's CNG Fleet by the Fueling Finish Time which is 8 hours. The CNG Fleet will generally be fueled from 7 p.m. to 3 a.m. The Fueling Finish Time and fueling times are subject to change at the discretion of the County. The County shall notify Trillium of significant changes to the Fueling Finish Time and fueling times.

b) CNG Public Access Stations. The Contractor shall sell CNG Fuel to third-party customers utilizing the CNG Public Access Stations.

c) Option to Purchase Natural Gas from Another Contractor. In the event the County elects to obtain/purchase natural gas through a different contractor, the Contractor shall continue to compress natural gas obtained by County and provide the CNG Fuel to County Stations and sell at CNG Public Access Stations. The requirements for providing CNG Fuel shall be in accordance with Appendix G.

d) Right to Use CNG Public Access Stations. In the event one or more of the fueling lanes at the County Stations is inoperable/unavailable, for such a period of time as to disrupt the fueling of the County Vehicles so that the fueling commencement time or the Fueling Finish Time will not be met (meaning all of the County Vehicles cannot be fueled by the Fueling Finish Time), the County will have the first right to utilize the CNG Public Access Stations to fuel and otherwise service its County Vehicles. If all of County Vehicles are still not capable of being timely fueled by the Fueling Finish Time, then, in that event the Contractor shall provide CNG fueling alternatives, which may include mobile units or alternative sites.

e) Training. The Contractor shall provide sufficient training to an adequate number of County personnel to properly handle and provide for the dispensing of CNG Fuel, fluids and lubricants to the County Vehicles. The Contractor shall provide a Training Plan to the County for said staffing which is subject to the County's reasonable approval. Trainers shall meet the same background checks as DTPW may from time to time require for its own employees. The Contractor shall complete the background checks at its own expense and provide a copy of each when the Training Plan is provided to the County for approval. The County reserves the right to reject any trainer that does not pass the background check, at the County's discretion.

f) Minimum Annual Volume. DTPW will purchase enough CNG Fuel to meet the Minimum Annual Volume, or otherwise pay for the Minimum Annual Volume, subject to exceptions, as set forth in Appendix G.

ARTICLE 11. CNG PUBLIC ACCESS STATION DESIGN, CONSTRUCTION, MAINTENANCE, OPERATION

The Contractor will develop, finance, construct, maintain and operate CNG Public Access Stations, as further defined in Appendix A, Scope of Work and Appendix C, Design and Construction Administration Agreement on the Project Sites defined in Article 13 in accordance with the terms and conditions of this Agreement, including Attachment 1, Federal Transit Administration Provisions. The CNG Public Access Stations shall be used for the purpose of compressing natural gas and dispensing CNG Fuel. The Contractor acknowledges that the Leases for CNG Public Access Stations (Appendix E and Appendix F) will require approval of the Federal Transit Administration (FTA) prior to execution and the County will not be responsible for delays in approving, required changes to a Lease or this Agreement, or failure to approve a Lease by the FTA. If delays in approving, required changes to a Lease or this Agreement, or failure to approve a Lease by the FTA occur, the same shall be of no effect to all other aspects of this Agreement.

The Contractor shall sell CNG Fuel to the public at the prices calculated and set in accordance with each Lease for CNG Public Access Station (Appendix E and Appendix F), subject to Applicable Law. Contractor shall advise the County as to the prices and amounts that it sells the CNG Fuel to third parties in a report to accompany each monthly invoice. The Contractor shall install and maintain a point of sale system on the dispensers at the CNG Public Access Station to measure and record sales of CNG Fuel in GGE, or other mutually agreed to measurement, identify taxable and tax-exempt transactions and charge the correct amount, including fuel Taxes, as applicable, to each class of customer. Sales of CNG Fuel to County, in the event the County needs to utilize the CNG Public Access Station, shall be metered in GGEs and billed pursuant Appendix D and Appendix G, at the same rates as if the County had used a County Station. The Contractor shall charge third-party customers for, and use commercially reasonable efforts to collect, all amounts owed by third-party customers for CNG Fuel purchased at CNG Public Access Stations which are not payable at the time of the sale. The Contractor shall use commercially reasonable efforts to market and advertise the CNG Public Access Station to potential third-party purchasers of CNG Fuel. The Contractor shall meet with County not less than one time each year to discuss efforts by the Contractor to publicize the availability of CNG Fuel at the CNG Public Access Station for sale to third parties.

ARTICLE 12. COMPRESSION AND MAINTENANCE OF CNG EQUIPMENT AND RELATED SERVICES

Contractor shall compress the natural gas whether natural gas is provided by the Contractor (as stipulated in Appendix D) or the natural gas is provided by a third party through a separate agreement the County has with another contractor. Contractor shall provide repair services and routine, preventative, and remedial maintenance for the operation of all CNG Equipment at the County Stations in accordance with Appendix G. Contractor shall present a Maintenance Plan for the periodic service and maintenance suitable for the County Station and CNG Equipment and keep the County advised of updates to said plan.

Contractor acknowledges that the County Stations operate, and fueling must be available, twenty-four (24) hours a day, seven (7) days a week. Accordingly, Contractor shall have maintenance and repair personnel or contractors on call to perform emergency or required repairs and maintenance. In the event of an emergency at a County Station, Contractor shall respond within one (1) hour of the event either electronically or by telephone, arrive at the County Station within two (2) hours of the event and restore the operation of the County Station as soon as is commercially reasonable. Contractor shall maintain and repair all CNG Equipment and components on the Project Sites, except to the extent maintenance and repair is the obligation of a utility serving the Project Sites.

ARTICLE 13. PROJECT SITES

The Project Sites at which Contractor shall construct County Stations are County owned properties and facilities. These facilities are in continuous use for bus operations. The Contractor shall coordinate its activities with the Project Manager at each of the Project Sites, to ensure that the Contractor's Work does not unreasonably interfere with the County's normal bus operations. The Project Sites are as follows (further information and site maps are included in Appendix C):

(a) Project Site Locations for County Stations and CNG Public Access Stations:

DTPW – Central Bus Depot
3431 NW 31st Street, Miami, Florida

DTPW – Coral Way Bus Depot
2775 SW 74th Avenue, Miami, Florida

Optional - DTPW - Northeast Bus Depot
360 NE 185th Street, Miami, Florida

(b) Existing Conditions. The Contractor agrees that it has examined the documents in Appendix C, Design and Construction Administration Agreement and Appendices E and F, respectively the Leases for Central and Coral Way Bus Depots CNG Public Access Stations and the site of the Work and has fully informed itself from its personal examination of the same regarding the quantities, character, location, and other conditions affecting the Work to be performed, including, the existence of poles, wires, pipes, ducts, conduits, and other facilities and structures of municipal and other public service corporations on, over, or under the Project Sites.

The County in no way warrants or guarantees that the information made available by the County or found in the documents incorporated in this Agreement covers all conditions at the Project Site or that said information should act as a substitute for personal investigation, interpretation, and judgment by the Contractor.

(c) Environmental Condition: The County hereby represents and warrants that it has no actual knowledge of any environmental contamination or violation of environmental law affecting a Project Site. The County acknowledges and agrees that the Contractor shall not have any liability for, and shall have no obligation to remediate or otherwise address in any manner any condition present in and/or affecting a Project Site for a County Station prior to the Effective Date of this Agreement, including without limitation any hazardous materials, contaminated soils or conditions affecting the Project Site for a County Station in violation of any and all present or future federal, state and local laws.

(d) Licenses, Permits: The Contractor will secure all necessary permits and licenses required to install and operate the CNG Equipment at the Project Sites, at Contractor's expense, provided that the County will fully cooperate with the Contractor to the extent necessary for Contractor to obtain all such permits and licenses.

(e) Access to Project Sites: During the term of this Agreement, the Contractor shall have access to the Project Sites for the purpose of completing the Work and Services. Notwithstanding the foregoing, Contractor understands and agrees that it will need to coordinate its activities at a Project Site with the DTPW and potential other contractor(s) working on a Project Site. Refer to the DTPW Construction Safety Manual for badge requirements.

(f) Project Site Completion. The Contractor shall complete the County Stations and the Bus Maintenance Facilities by the dates stated in Appendix C, Design and Construction Administration Agreement.

ARTICLE 14. PAYMENT

a) Amount Obligated:
The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as described in Appendix B (Bus Purchase Agreement), Appendix C (Design and Construction Administration Agreement), Appendix D (CNG Vehicle Fuel Purchase Agreement) and Appendix G (Compression of Natural Gas and Maintenance of CNG Equipment Agreement). The County shall have no obligation to pay the Contractor any additional sum in excess of the amounts stated, except for a change and/or modification to the Contract or a Sub-Agreement,

as applicable, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

b) Pricing:
Prices shall remain as stated in each Sub-Agreement for the term of the applicable Sub-Agreement, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the applicable Sub-Agreement term, including any renewal or extension thereof.

c) Method and Times of Payment: The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County pursuant to Appendix B (Bus Purchase Agreement), Appendix C (Design and Construction Administration Agreement), Appendix D (CNG Vehicle Fuel Purchase Agreement) and Appendix G (Compression of Natural Gas and Maintenance of CNG Equipment Agreement). All invoices shall be taken from the books of account kept by the Contractor, shall be supported by documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor.

It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime Contractors under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Miami-Dade County Code. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) calendar days after the date on which the proper invoice was received by the County or the Public Health Trust.

d) County Implementing Order 3-9:
In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

e) Invoices:
Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Department of Transportation and Public Works
701 NW 1st Court, 13th Floor
Miami, FL 33136
Attention: Finance Division

The County may at any time designate a different address and/or contact person by giving written notice to the other Party.

f) Sales Tax:
The County is exempt from certain sales and use Taxes. Such Taxes must not be included on Contractor's invoices to the County. The County will provide Contractor with appropriate proof of tax exemption.

ARTICLE 15. INSURANCE
The insurance requirements are provided for in the Sub-Agreements.

ARTICLE 16. OWNERSHIP OF DOCUMENTS
The Contractor agrees that all reports, manuals, drawings, computer disks, specifications, survey notes, estimates, maps, computations, and other data prepared by or for it under the terms of this Contract shall be delivered to, become, and remain the property of the County upon termination or completion of the Work. The County shall have the right, at its sole risk, to use the same without restriction or limitation and without compensation to the Contractor other than that provided for in this Contract. The Contractor shall not have the right to use same for sale or other benefit without express written permission from the County.

Furthermore, authorized representatives of the County may, at all reasonable times, review and inspect the Work and CNG Equipment, financial reports, and data collected under the terms of this Contract and any amendments thereto. All reports, drawings, studies, specifications, estimates, maps, and computations prepared by or for the Contractor pursuant to this Contract, shall be available to authorized representatives of the County for inspection and review at all reasonable times. Acceptance shall not relieve the Contractor of its obligation to correct, at its expense, any of its errors in the Work; provided, however, any such correction obligations shall be subject to the terms of the Warranty provisions contained in this Agreement.

ARTICLE 17. INDEMNIFICATION
The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement or Sub-Agreements by the Contractor or its employees, agents, servants, partners principals or Subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE 18. PERFORMANCE AND PAYMENT BONDS
The Contractor shall provide and continuously maintain bonds for each Project Site pursuant to Appendix C, Design and Construction Administration Agreement, and Appendices E and F,

respectively the Leases for Central and Coral Way Bus Depots CNG Public Access Stations.

The bonds must be payable to the County and issued by a good and sufficient surety company authorized to transact business in the County, and listed in the then current US Department of the Treasury's Circular 570; Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies. Contractor shall deliver the applicable Performance and Payment Bond to the County before commencing Work at a Project Site.

ARTICLE 19. WARRANTY OF THE WORK

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

The workmanship must be the best obtainable in the various trades. The Work and all equipment and components used by the Contractor must be of safe, substantial and durable construction in all respects. In accordance with the terms of this Agreement, the Contractor hereby guarantees the Work and equipment against defective materials or faulty workmanship for a period of twelve (12) months after Final Completion. The Contractor shall, subject to the terms of this Agreement, replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to the County.

ARTICLE 20. PROFESSIONAL WARRANTIES/MANNER OF PERFORMANCE

i. The Contractor shall at all times have an appointed project manager to act as the day-to-day contact with the County on this Project. More than one project manager may be appointed by the Contractor, if necessary. Such project manager(s) shall be available to respond to the County's requests or inquiries 24 hours a day. The appointed project manager(s) must be competent and professional including having knowledge of this Agreement, responsibility and ability to make decisions regarding the Work and Services provided, and ability to be effective at resolving any issues with the Project, CNG Equipment, or disputes.

ii. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. At the request of the County, stating the reason in writing, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Services including a project manager hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

iii. The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County.

iv. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor

agrees to adjust its personnel staffing levels or to replace any of its personnel if so directed upon reasonable request from the County, should the County make a determination that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

v. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, professionalism and licenses as necessary to perform the Services described herein, in a competent and professional manner.

vi. The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

vii. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

viii. Contractor warrants and agrees that it, and any persons assigned by Contractor, shall perform this Contract in compliance with all federal, state, and local laws, statutes, acts, ordinances, rules, regulations, codes, or standards.

ARTICLE 21. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work and Services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Work or Services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County. Furthermore, County is not responsible nor will it provide insurance or benefits of any nature to the Contractor, its employees, or Subcontractors.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement. The Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its performance of the Contract. The Contractor further agrees that in the performance of the Contract, no person having any such interests shall be employed.

ARTICLE 22. AUTHORITY OF THE COUNTY PROJECT MANAGER

a) The Contractor hereby acknowledges that the County Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either Party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Work; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager within five (5) business days.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project

Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the Parties to this Agreement authorize the County Mayor or duly authorized designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 calendar days of the occurrence, event or act out of which the dispute arises.

e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether the Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 23. CONTRACTOR RESPONSIBILITY

The Contractor shall be solely responsible for all construction means, methods, techniques and procedures and for coordinating all portions of the Work under this Contract, except as otherwise specifically provided herein. The Contractor agrees to furnish all of the technical, administrative, professional, and other labor, all fuel, supplies and materials, equipment, printing, vehicles, travel, office space and facilities, testing and analyses, calculations, and other facilities or resources necessary to perform in a competent manner the Work required by the Contract.

ARTICLE 24. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both Parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a Party or otherwise related (by virtue of ownership control or statutory control) to a Party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County

should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 25. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its Subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Work. The Contractor and its Subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 26. AUDITS

The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its Subcontractors and suppliers which apply to all matters related to, or arising under, this Agreement at the Contractor's office where such records are stored, during the Contractor's normal business hour, at the County's expense and conducted in a manner which does not unreasonably interfere with the Contractor's operations. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Miami-Dade County Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 27. CHANGES

The County Project Manager may, at any time, by written order designated or indicated to be a Change Order, make changes in the Work or Services within the general scope of this Contract. To initiate a Change Order, the County shall send Contractor a Request for Information. Upon receipt, Contractor shall prepare an estimate of the effects of the change on the Contract scope, price and/or terms. Upon agreement between Contractor and the County on the effects of the change, the County and Contractor shall execute a written Change Order specifying any change to the Work, price, or terms of Contract.

Any other written or oral order from the County's Project Manager, or designee, that causes a change in the Work may be treated as a Change Order under this Article provided that the Contractor gives the County Project Manager written notice stating the following:

- The date, circumstances, and source of the Change Order;
- The change to the scope, price, and/or schedule; and
- That the Contractor regards the change in the Work as a Change Order.

The Contractor must assert its right to an adjustment under this Article within 30 calendar days after receipt of the written or oral order that causes a change in the Work. If any Change Order under this Article causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, the County and Contractor shall negotiate a fair and reasonable adjustment in the Contract price, and/or schedule as applicable, and, once approved by the County, execute a written Change Order specifying such change.

Notwithstanding anything to the contrary contained in this Contract, no Change Order shall be effective or binding upon either Party unless it is signed by duly authorized representatives of both

the County and the Contractor. No activity which materially changes this Contract will be implemented without an approved written Change Order issued by the County. Any costs incurred by the Contractor without proper contractual authorization through an approved written Change Order shall be considered non-reimbursable.

ARTICLE 28. VALUE ENGINEERING

This Article sets forth the requirements applicable to preparation, review, and approval of a Value Engineering Change Proposal ("VECP") submitted by the Contractor for the purpose of enabling the Contractor and the County to take advantage of potential cost savings on the Project. The Contractor is encouraged but is not obligated to identify potential savings or improvements for a VECP. If such savings or improvements are identified, Contractor will submit to the County a VECP. The County may also request the Contractor to develop and submit a specific VECP.

1) Description: A VECP is a proposal developed, prepared, and submitted by the Contractor, labeled as a VECP, which reduces the cost of the Project without impairing essential functions or characteristics of the Project as determined by the County in its sole discretion, and provided that it is not based solely upon a change in quantities.

2) Determination of essential functions and characteristics must include, but not be limited to, evaluation of the following:
   - Relative service life;
   - Maintenance effort and frequency;
   - Environmental and aesthetics impacts;
   - System service; and
   - Effect on other system components.

3) At a minimum, the following information must be submitted by the Contractor with each VECP:
   - A narrative description of the proposed change;
   - A discussion of differences between existing requirements and the proposed change, together with advantages and disadvantages of each changed item;
   - A complete cost analysis, including the cost estimate of any additional right of way or easements required for implementation of the VECP;
   - Justification for changes in function or characteristics of each item and effect of the change on the performance on the end item;
   - A description of any previous use or testing of the proposed approach and the conditions and results; and
   - Costs of development and implementation.

   Any additional information requested by the County must be provided in a timely manner.

4) Review by the County: Upon receipt of a VECP, the County will process it expeditiously, but will not be liable for any delay in acting upon any VECP submitted pursuant to this Article. The Contractor may withdraw all or part of any VECP at any time prior to approval by the County but shall be liable for costs incurred by the County in reviewing the withdrawn VECP, or part thereof. In all other situations, each Party will bear its own costs in connection with preparation and review of VECPs.

5) Approval of Value Engineering Change Proposals: The County may approve in whole or in part any VECP submitted. The decision of the County regarding rejection or approval of any VECP will be at the sole discretion of the County and will be final and not subject to appeal.

6) Estimated Savings: Any savings estimated to accrue to the Project as a result of an approved VECP will accrue to the benefit of the County and the Contractor on a 50/50 cost sharing basis, unless otherwise approved by the County in the VECP approval.

7) Use of Value Engineering Change Proposals by the County: All approved or disapproved VECPs will become the property of the County and must contain no restrictions imposed by the Contractor on their use or disclosure. The County retains the right to use, duplicate, and disclose, in whole or in part, any data necessary for the utilization of the VECP on any other projects without any obligation to the Contractor. This provision is not intended to deny rights provided by law with respect to patented materials or processes.

8) Rejection of Value Engineering Change Proposals: The County will determine whether a VECP qualifies for consideration and evaluation. VECP that require excessive time or costs for review, evaluation, or investigations, or that are not consistent with the County's design policies and basic design criteria, may be rejected. The Contractor shall have no claim for any additional costs or delays resulting from the rejection of a VECP, including development costs, loss of anticipated profits, or increased material or labor costs.

ARTICLE 29 - LIQUIDATED DAMAGES

Time is of the essence in the completion of the County Stations and CNG Public Access Stations along with the provision of CNG Buses under this Agreement. In the event of Contractor's failure to provide the Work and CNG Equipment as specified in this Agreement, it would be difficult to determine the exact amount of the loss or damages suffered by the County due to the Contractor's failure to perform the Work; therefore the agreed upon amount for liquidated damages shall be as indicated in the Sub-Agreements.

With respect to any liquidated damages amounts set forth in a Sub-Agreement, the amount of said liquidated damages shall be adjusted in accordance with the applicable Sub-Agreement.

The liquidated damages sections in the Sub-Agreements provide for the specific types of failures and amounts due. Should there be any ambiguity as to which type of failure occurred, the liquidated damages for the higher amount will prevail. The County reserves the right to waive or reduce the liquidated damages for non-performance of the Work when determined to be in the best interest of the County. Any such request for said waiver or reduction shall be forwarded in writing by the Contractor to the County Project Manager as soon as the Contractor is aware of circumstances that have caused the delay. Said request shall include a statement of cause and expected time delay and justification for the requested waiver or reduction to liquidated damages.

ARTICLE 30. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 31. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County, with such consent not unreasonably withheld, conditioned or delayed.

ARTICLE 32. SUBCONTRACTUAL RELATIONS

a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The Services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the Services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

ARTICLE 33. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 34. SEVERABILITY
If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 35. NO THIRD-PARTY RIGHTS
Except as expressly set forth herein, the representations, warranties, terms, and provisions of this Contract are for the exclusive benefit of the Parties hereto and no other person or entity shall have any right or claim against either Party by reason of any of these terms and provisions or be entitled to enforce any of these terms and provisions against either Party.

ARTICLE 36. TERMINATION AND SUSPENSION OF WORK
a) The County may terminate this Agreement and/or any Sub-Agreement(s):

i. if the Contractor, including an individual or entity engaged by the Contractor, attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement;

ii. When the continuation of the CNG Project would not produce beneficial results;

iii. In the event of a County reduction in the funding appropriations, or should funds become unavailable, for the services in a Sub-Agreement. The County shall be the final authority to determine whether or not funds are available;

iv. When the County determines in its sole and absolute discretion that the Contractor is not making sufficient progress, which insufficient progress should not be qualified by Force Majeure. Insufficient Progress shall include but not be limited to the lack of construction, plans processing, and/or inspections;

v. If the Contractor breaches this Agreement or a Sub-Agreement and fails to correct the breach as indicated in the Agreement or applicable Sub-Agreement, or is not materially complying with any term or provision of this Agreement or a Sub-Agreement;

vi. If the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law; or

vii. If the Contractor is the subject of a pending or anticipated lis pendens, pending or anticipated late payment, becomes involved in a foreclosure proceeding under federal or state law over all or a substantial portion of property owned by the Contractor, or fails to report within ten (10) calendar days any actions, activities, facts, or circumstances, including criminal charges filed against the Contractor or principals, which the County determines in its sole discretion would materially impede the Contractor from fulfilling the terms of this Agreement or a Sub-Agreement.

b) In lieu of terminating the Agreement and/or any Sub-Agreement(s), the County may at its discretion renegotiate the Agreement and/or any Sub-Agreement(s), whichever is in the best interest of the County;

c) Any individual or corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, shall have its Agreement with the County terminated, whenever practicable, as determined by the County.

The County may terminate or cancel any other contracts which such individual or corporation or other entity has with the County. Contractor shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees.

d) Any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. Such individual, corporation or other entity may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

e) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement and/or any Sub-Agreement(s) by written notice to the Contractor.

f) In the event that the County exercises its right to terminate this Agreement and/or any Sub-Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

   i. stop work on the date specified in the notice ("the Effective Termination Date");

   ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

   iii. cancel orders;

   iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;

   v. not incur new obligations after the Effective Termination Date and shall terminate, to the extent possible, any outstanding contracts pertaining to the Work;

   vi. take no action which will increase the amounts payable by the County under the Agreement and/or Sub-Agreement(s), as applicable; and

   vii. provide County with all reports, documents and other product relating to the Work.

g) In the event that the County exercises its right to terminate this Agreement and/or any Sub-Agreement, the Contractor will be compensated as stated in the payment Articles , and as further specified in the Sub-Agreement as applicable, for the:

   i. portion of the Services completed in accordance with the Agreement, and Sub-Agreement if applicable, up to the Effective Termination Date;

   ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement, and Sub-Agreement if applicable, and has been specifically developed for the sole purpose of this Agreement, or Sub-Agreement if applicable, but have not yet been incorporated in the Services; and

   iii. in the case of the County Stations, the financing amounts for the portion of Services completed.

h) All compensation pursuant to this Article are subject to audit.

i) The Contractor may suspend its performance of this Agreement and the applicable Sub-Agreement if the County fails to make payment when due under this Agreement and the applicable Sub-Agreement. However, the Contractor must provide the County with 60-day advance written notice of its intent to suspend performance and the effective date of the suspension to allow the County the opportunity to make said payment or to dispute said payment.

After the lapse of the 60-day notice of its intent to suspend the Agreement and applicable Sub-Agreement, should the County not have corrected the failure to make said payment or not have disputed said payment, the Contractor may terminate this Agreement with 60-day advance written notice to the County; provided, however, should the County make said payment or dispute said payment within the 60-day termination notice period, the Contractor may not terminate the Agreement or applicable Sub-Agreement.

The right of the Contractor to suspend performance or to terminate the Agreement or any Sub-Agreement for failure to make payment does not apply to invoices or amounts disputed by the County, or amounts properly deducted by County from an invoice such as the amount for liquidated damages.

ARTICLE 37. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:

i. the Contractor, in coordination with New Flyer of America, Inc., has not delivered CNG Buses, CNG Fuel, County Stations or Bus Maintenance Facilities, or any other Deliverable, or completed the CNG Public Access Stations, in accordance with the provisions of this Agreement or any Sub-Agreement;

ii. the Contractor has refused or failed to supply a competent project manager or enough properly skilled staff personnel to adequately perform the Work or Services;

iii. the Contractor has failed to make timely payment to Subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below; or

vii. the Contractor has failed in the representation of any warranties stated herein.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request

that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

i. treat such failure as a repudiation of this Agreement; and

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 38. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes.

ARTICLE 39. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

a) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and

b) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 40. FORCE MAJEURE

a) The term "Force Majeure" as used herein means laws, regulations or acts of duly constituted Governmental Authority, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, terrorist attacks, war, blockades, insurrections, inclement weather, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes/storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, unavoidable breakage or accident to machinery or lines of pipe, exhaustion or depletion of supplies of gas, freezing of wells, equipment or lines of pipe, electrical power to the County, fuel shortages or partial or complete curtailment or interruption of deliveries by Contractor's or the County's suppliers or transporters, and any other causes, whether of the kind herein enumerated or otherwise, not reasonably within the control of the Party claiming Force Majeure and which by

the exercise of due diligence such Party is unable to prevent or overcome.

b) If any Party hereto is rendered unable, either wholly or partially, by Force Majeure from carrying out its obligations under this Agreement, including delays in performance, it is agreed that the obligations of the Parties (other than certain obligations of the County or Contractor to pay amounts due hereunder), insofar as they are affected by such Force Majeure, will be suspended during the continuance of the inability so caused but for no longer period. The performance of the obligations of the Parties affected by such Force Majeure shall be extended by the length of such delay, as the case may be.

c) If an event of Force Majeure occurs, the Party experiencing same must promptly notify the other Party in writing of the circumstances and the expected duration of the Force Majeure event.

d) In response to and during any delay caused by a Force Majeure, the Parties shall at all times act diligently and in good faith to bring about the termination or removal of the Force Majeure as promptly as reasonably possible and any Party seeking an excuse of performance due to such Force Majeure shall work diligently and in good faith to reduce or eliminate any damage, cost or delay caused by such Force Majeure.

e) Without limiting the foregoing, if a Party fails to meet a deadline specified in this Agreement due to another Party's failure to meet a prior and related deadline, such subsequent deadline shall be extended by the number of days the delay was attributable to the prior deadline failure, and the Party failing to meet the prior deadline shall not be relieved of liability for such breach.

f) It is expressly understood and agreed to by the Parties that the Contractor shall not be entitled to damages or compensation and shall not be reimbursed by the County for losses on account of delays resulting from any cause under this Article.

ARTICLE 41. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.

b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to, equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights.

c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third-party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable

Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 42. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals by the Contractor or its employees, agents, Subcontractors or suppliers.

b) The Contractor shall advise each of its employees, agents, Subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 43. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as

proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

The Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 44. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County hereunder, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, Subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Work. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use,

duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County necessary for the County or such other entities to operate or otherwise make use of the Deliverables. The Contractor shall work cooperatively with the County to transition any software system related to CNG Fueling and the use of the CNG Equipment to connect to a new vendor's software system selected by the County, if any, at the termination or expiration of this Agreement, and such cooperation shall survive the term of this Agreement.

ARTICLE 45. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to the requirements therein.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 46. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

e) Miami-Dade County Code Section 10-38 "Debarment".

f) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

g) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

The Contractor, or its Subcontractor(s) as applicable, shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the applicable certification(s), license(s), permit(s), etc. for the Contractor and Subcontractors prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 47. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 48. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

    i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all Applicable Laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 49. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County.

Except as may be required by law, the Contractor and its employees, agents, Subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 50. BANKRUPTCY

The County reserves the right to terminate this Agreement and/or any of the Sub-Agreements, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 51. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 52. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the Public Records Laws of the State of Florida, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128

ARTICLE 53. FEDERAL PROVISIONS

The Contractor shall adhere to the Federal Provisions applicable to this Agreement for purchase of the CNG Buses and the construction of the County Stations attached to the Sub-Agreements.

ARTICLE 54. FEDERAL CHANGES

The Work to be performed and CNG Equipment to be provided under this Contract may be financed, in part, by grants provided under programs of the Federal Transit Act, as amended, and as such is subject to the Terms and Conditions set forth in the grant agreements. Contractor understands that Federal laws, regulations, policies, and related administrative practices applicable to the Contract may be modified from time to time. Contractor acknowledges that the most recent of such Federal requirements will govern the Contract at any particular time, unless the Federal Government determines otherwise. Likewise, new Federal laws, regulations, policies, and administrative practices may be established after the Contract is executed and may apply to the Contract. The laws and regulations detailed in this Contract include, but are not limited to, those that will be applicable to the Contract. To the extent applicable, Contractor shall comply with the Federal, State, and the County imposed requirements contained in this Contract.

ARTICLE 55. NEGOTIATED AGREEMENT

This Agreement was negotiated and prepared by both Parties with the participation of counsel and advisors. The Parties have agreed to the text of this Agreement and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Agreement or any part hereof.

ARTICLE 56. SOVEREIGN IMMUNITY

The Contractor understands that County is a government agency entitled to sovereign immunity under the laws of the State of Florida. This concept, among other matters, limits the liability of County in tort actions and also restricts the ability of County to provide indemnification and/or insurance beyond the strict limits set forth in the statute on sovereign immunity. As such, notwithstanding any other provisions of this Agreement to the contrary, none of the provisions contained herein shall waive or modify in any way whatsoever the provisions of sovereign immunity as they apply to County. The County does not in any way waive any of the provisions

regarding sovereign immunity.

ARTICLE 57. SURVIVAL
The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. The expiration of the term shall not affect the validity or effect of any work order issued prior to the date of expiration. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 58. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews
Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review
According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to this Contract which may be federally or state funded where federal or state law or regulations preclude such a charge. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials

to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor	Miami-Dade County
By: _____	By: _____
Name: Jon P. Fjeld-Hansen	Name: Carlos A. Gimenez
Title: Vice President	Title: Mayor
Date: 9/1/2016	Date: _____
Attest: _____ Corporate Secretary/Notary Public	Attest: _____ Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
ASHLEY DUPLECHIEN Notary Public, State of Texas Comm. Expires 02-17-2020 Notary ID 130642796	_____ Assistant County Attorney

Attachment A
Master Developer Agreement
Table of Contents

Attachment or Sub-Agreement	Title	Purpose
Attachment 1	Federal Transit Administration Provisions	Inclusion of federal provisions with exhibits and signed forms
Appendix A	Scope of Work and County Objectives for CNG Program	Defines the intent of the Program to implement a cost-effective approach to reducing dependence on petroleum-based diesel fuel and provide revenue generating opportunities.
Appendix B	Bus Purchase Agreement	Provides for the purchase and delivery of 300 CNG buses.
Appendix C	Design and Construction Administration Agreement	Provides for the completion of all work required for CNG fueling and servicing stations, defining tasks, schedule for completion, and budgets.
Appendix D	CNG Vehicle Fuel Purchase Agreement	Provides for the purchase and delivery of natural gas.
Appendix G	Compression of Natural Gas and Maintenance of CNG Equipment Agreement	Provides for the operation and maintenance of the CNG equipment, plus an adder for the cost of the CNG fueling and servicing stations.
Pursuant to the recommendation to award, upon FTA approval and finalizing negotiations, the following sub-agreements will be added to the CNG Program.		
Appendix E	Lease Agreement for CNG Public Access Station at Central Bus Depot	Provides for the development of a public access station on a site owned by the County and leased by vendor to sell CNG fuel.
Appendix F	Lease Agreement for CNG Public Access Station at Coral Way Bus Depot	Provides for the development of a public access station on a site owned by the County and leased by vendor to sell CNG fuel.

Attachment I

FEDERAL TRANSIT ADMINISTRATION (FTA) PROVISIONS

FEDERAL PROVISIONS

This Procurement is subject to a financial assistance contract between Miami Dade County (MDC) and the U.S. Department of Transportation (DOT). By reason of such participation, the Bidder (the term "Vendor, Bidder, Proposer, Contractor and Offeror" are used interchangeably) is required to agree to the following provisions:

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

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 Agreement (Form FTA MA (9) dated October, 2002) 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.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS

No member of, or delegates to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from (41 U.S.C. 22).

CONFLICT OF INTEREST

No employee, officer, or agent of MDC shall participate in selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

a. The employee, officer or agent;

b. Any member of his immediate family; for the purpose of this solicitation and in compliance with the Federal Transit Administration (FTA) Circular 4220.1F, immediate family is defined as parents, wife, husband, children, brothers and sisters.

c. His or her partner; or

d. An organization, which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

MDC's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contracts, potential contractors, or parties of subcontracts.

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 provides that the recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extend such service is available, unless travel by foreign air carrier is a matter of necessity, ad 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.

CARGO PREFERENCE

The Contractor agrees:

1. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials 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.

To furnish within twenty (20) days following the date of loading for shipments originating within the United States, or within thirty (30) days following the date of loading for

shipment 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, 400 Seventh Street S.W., Washington, D.C. 20590, marked with appropriate identification of the Project, and to MDC (through the prime Contractor in the case of sub-contracts bill-of-lading).

ENVIRONMENTAL PROTECTION

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. , Executive Order no. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note: FTA statutory requirements at 49 U.S.C. § 5324(b): Council on Environmental Quality regulations pertaining to compliance with the National Environmental Policy Act of 1969, as amended, 40 CFR part 1500 st seq.: the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR part 771 and 49 CFR part 622, and when promulgated, FHWA/FTA joint regulations, "NEPA and Related Procedures for Transportation Decision making, Protection of Public Parks, Wildlife and Waterfowl Refuges, and Historic Sites, " 23 CFR part 1420 and 49 CFR part 623.

ENERGY CONSERVATION

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 (42 U.S.C. Section 6321 et seq.).

RECYCLED PRODUCTS/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 of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - LOWER TIER COVERED TRANSACTIONS (THIRD PARTY CONTRACTS)

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, Suspension, Ineligibility and Voluntary Exclusion – Lower tier Covered Transaction" in **Exhibit FED-DB1. A bid, which does not include this certificate, may be considered non-responsive.**
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 when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," " lower tier covered transaction," "participant," "persons," "principal," "proposal," and "voluntarily excluded," as Coverage sections or rules implementing Executive Order 121549 [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.

SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

(2) The certification in this clause is a material representation of fact relied upon by the District. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(3) 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.

(4) The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certifications and disclosures. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure.

AUDIT AND INSPECTION OF RECORDS

The Contractor agrees that MDC, the Comptroller General of the United States, or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records, and accounts with regard to the project. Further, Contractor agrees to maintain all required records for at least three years after MDC make final payments and all other pending matters are closed.

LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS

In accordance with 31 U.S.C. 1352, and U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, the Contractor must have provided a certification to the Procuring Agency that the Contractor has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any Federal department or 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.) **A bid, which does not include this certificate, may be considered non-responsive.**

CERTIFICATION REGARDING LOBBYING

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 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 Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub=grants, and contracts under grants, loans, and cooperative agreements) and that all sub=recipients 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. 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.

CLEAN AIR

The contractor agrees to comply with all applicable standards, orders or requirements 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. 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.

CLEAN WATER

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. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

PREVENTION OF DRUG AND ALCOHOL MISUSE

Successful bidders agree to comply with the Department of Transportation's regulations on the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations (49 CFR Part 655). As a recipient of Federal financial assistance, the Miami-Dade Transit (MDT) is required to insure complicity from all contractors performing safety-sensitive functions.

For the purpose of this contract a safety-sensitive function means any of the following duties, when performed by employees of recipients, sub-recipients, operators, or contractors:

A. Operating a revenue service vehicle, including when not in revenue service;

B. Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;

C. Controlling dispatch or movement of a revenue service vehicle;

D. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employee who receives funding under 49 U.S.C. 5307 or 5309, is in an area less than 200,000 in population, and contracts out such services; or an employee who receives funding under 49 U.S.C. 5311 and contracts out such services;

E. Carrying a firearm for security purposes.

Accordingly, successful bidders will be required to establish and implement a drug and alcohol-testing program that complies with 49 CFR Parts 655 and 40. Permit any authorized representative of the United States DOT or its operating administrations, the State Oversight

Agency of Florida, or the Miami-Dade Transit, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process.

The successful bidder agrees further to certify its compliance with 49 CFR Parts 655 and 40 on a quarterly and annual basis and submit the Management Information System (MIS) report before February 15th of each year. The report shall be submitted to:

Miami-Dade Transit
Attn: Transit Contracts Compliance Officer
Materials Management Procurement
3401 NW 31 Street, Miami, FL 33142

To certify compliance, the successful bidder shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

The successful bidder agrees to submit within 30 days following the Notice to Proceed (NTP) or issuance of a Purchase Order (P.O.) a copy of its manual delineating its 49 CFR 655 compliant drug and alcohol policy and implementation of its testing program.

The successful bidder understands agrees that failure to submit the required policy documents within the allotted time frame may result in the suspension of business activity. Following the suspension of business activity, the successful bidder shall be given a reasonable amount of time to submit the necessary reports. If the successful bidder does not submit the required information within the allotted time frame the contract may be declared null and void.

PRIVACY

Should the Contractor, its subcontractors or its employees administer any system of records on behalf of the County or Federal Government, the following terms and conditions are applicable:

A. The Contractor agrees:

(1) To comply with the Privacy Act of 1974, 5 U.S.C. & 552a (the Act) and regulations thereunder, when performance under the contract involves the design, development, or operation of any system of records on individuals to be operated by the Contractor, its subcontractors or employees to accomplish a Government function;

(2) To notify the Government when the Contractor anticipates operating a system of records on behalf of the Government in order to accomplish the requirements of this Contract, if such system contains information about individuals, which information will be retrieved by the individual's name or other identifier assigned to the individual. A system of records subject to the Act may not be employed in the performance of this Contract until the necessary approval and publication requirements applicable to the system have been carried out. The Contractor agrees to correct, maintain, disseminate, and use such records in accordance with the requirements of the Act, and to comply with all applicable requirements of the Act;

(3) To include the Privacy Act Notification contained in this Contract in every subcontract solicitation and in every subcontract when the performance of work under that proposed subcontract may involve the design, development, or operation of a system of records on individuals to be operated under the Contract to accomplish a Government function; and

(4) To include this clause, including this paragraph, in all subcontracts under which work for this Contract is performed or which is awarded pursuant to this Contract or which may involve the design, development, or operation of such a system of records on behalf of the Government.

B. For purposes of the Privacy Act, when the contract involves the operation of a system of records on individuals to accomplish a Government function, the Contractor, subcontractor and any of their employees are considered to be an employee of the Government with respect to the Government function. The requirements of the Act, including the civil and criminal penalties shall not apply with regard to contracts effective prior to September 27, 1975. In addition, failure to comply with the provisions of the Act or of this clause will make this Contract subject to termination.

C. The terms used in the foregoing sections have the following meanings:

(1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records on behalf of the Government including the collection, use and dissemination of records.

(2) "Record" means any item, collection, or grouping of information about an individual that is maintained by the Contractor on behalf of the Government, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.

(3) "System of records" on individuals means a group of any records under the control of the Contractor on behalf of the Government from which information is retrieved by the name of the individual or by some identifying number, symbol or other identifying particular assigned to the individual.

AFFIRMATIVE ACTION OBLIGATION

(A) Policy. It is the policy of the Department of Transportation and Miami-Dade County that DBE Contractors as defined in 49 CFR Part 26 and this Provision shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this project. Consequently, the DBE requirements of 49 CFR Part 26 apply to this project.

(B) DBE Obligation. The Contractor agrees to ensure that DBE Contractors as defined in 49 CFR Part 26 and this Provision have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this project. In this regard the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and this Provision to ensure that DBE Contractors have the maximum opportunity to compete for and perform contracts. The Contractor shall not

discriminate on the basis of race, color, national origin, sexual orientation, or sex in the award and performance of DOT-assisted contracts.

All determinations of compliance or non-compliance of the Contractor with the requirements of this Provision, and of the appropriate consequences of non-compliance, shall be final and binding, except for administrative reconsideration from an adverse decision by MDC as provided in Section 26.53. All determinations shall be final and the result is not administratively appealable to the U.S. Department of Transportation. Nothing in this Provision shall be construed to diminish the legal responsibility or authority of MDC.

BUY AMERICA REQUIREMENTS

(A) The Agreement and the Work are subject to the provisions of Section 165 of the Surface Transportation Assistance Act of 1982, and 49 CFR Part 661. Further, the Agreement and the Work are subject to the requirements of the Surface Transportation and Uniform Relocation Assistance Act of 1987 and any implementing regulations issued thereunder.

(B) The Contractor must submit a completed Buy America Certificate as required by the RFP.

(C) The Contractor understands and agrees that, pursuant to 49 CFR Part 661.13, whether or not it certifies that it will comply with the applicable Buy America requirements, it is bound by its original certifications and is not permitted to change its certifications for the duration of the Contract. In addition, if the Contractor certifies that it will comply with the applicable Buy America requirements, the Contractor understands and agrees that it is not eligible for a waiver of those requirements.

(D) The Contractor shall fully cooperate with Miami-Dade County in the performance of both a pre-award and a post-delivery audit by Miami-Dade County or its representative to ensure that the Work fully complies with the applicable requirements of Buy America; 49 U.S.C. § 5323(m) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR Part 663 and any revisions thereto.

(E) Requires compliance with § 14.a of the Master Agreement which requires compliance with 49 U.S.C. § 5323(j) and FTA's Buy America regulations found at 49 CFR Part 661, as well as implementing guidance issued by the FTA.

ACCESS TO RECORDS AND REPORTS

In accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the District, the Federal Transit Administration (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 the FTA Administrator's authorized representatives including any PMO Contractor access to Contractor's records and construction sites (if any) 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. In accordance with 49 CFR 18.39(i)(11), the Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than seven years (or fifteen years because the Contract involves the performance of capital

improvements[1]), 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 District, 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. 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.

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 sub-Contractor who will be subject to the provisions.

NO WAIVER OF SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be construed to waive the sovereign immunity of the District under Chapter 768, Florida Statutes, and any amendments thereof, or under any other provision of law.

NO OBLIGATION BY THE FEDERAL GOVERNMENT

(1) The District 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 District, 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.

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*

[1] Florida Statutes 119 and 257, et seq.

Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 21%. **A separate contract goal of 15% DBE participation has been established for this procurement.**
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 the District deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
c) *{If a separate contract goal has been established, use the following}* Contractors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following, concurrent with and accompanying sealed bid or initial proposal, prior to award:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime Contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so. The Contractor has presented the information required above as a matter of responsiveness with initial proposals prior to contract award (see 49 CFR 26.53(3)).

{If no separate contract goal has been established, use the following} d) The Contractor is required to report its DBE participation obtained through race-neutral means throughout the period of performance, if it has obtained DBE subcontractors for the Services under this Contract.

e) The Contractor is required to pay its DBE 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 District. In addition, the Contractor may not hold retainage from its subcontractors and 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. The Contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the District and Contractor's receipt of the partial retainage payment related to the subcontractor's work.

f) The Contractor must promptly notify the District 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 the District.

TIME IS OF THE ESSENCE
In performing this contract, the Contractor agrees that time is of the essence.

UNDOCUMENTED WORKERS

This Contract shall be immediately terminated for cause according to Section 10 should the Contractor, after exhausting its right to appeals, be found liable or guilty by any state or federal authority concerning violations of any immigration employment laws or regulations, if the violation involved labor connected to the performance of this contract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Contractor shall not use or disclose Protected Health Information in violation of the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996. The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R. §§ 160.103 and 164.501).

OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or a member of the District's governing body, shall be admitted to any share or part of this contract or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK

A. Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights – The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of

America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Termination

49 U.S.C.Part 18
FTA Circular 4220.1F

Applicability to Contracts
All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of $10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is $100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down
The termination requirements flow down to all contracts in excess of $10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Refer to Termination of Agreement for project specific requirements.

COMPRESSED NATURAL GAS PROGRAM FOR MIAMI-DADE TRANSIT
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.

Flow Down
The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Civil Rights - The following requirements apply

(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) Equal Employment Opportunity. The Common Grant Rules require that third party construction contracts include provisions ensuring compliance with **DOL regulations**, "Office of Federal Contract Compliance Programs, **Equal Employment Opportunity, Department of Labor**," **41 CFR Chapter 60**, which implement Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," October 13, 1967.

(4) 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.

(5) Refer to Disadvantage Business Enterprises & Equal Opportunity Requirements/ Affirmative Action Plan for project specific requirements.

Special DOL EEO Clause for Construction Projects

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

   a) The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

   b) The contractor will accept as his operating policy the following statement:

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

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

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

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

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

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

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

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

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

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

b) In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c) The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

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

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

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

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

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

6. Training and Promotion:

a) The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b) Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of

apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

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

d) The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

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

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

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

d) In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

   a) The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

   b) Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

   c) The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

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

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

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

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

      3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

      4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

   b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non—minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

Resolution of Dispute, Breaches or other litigation

49 CFR Part 18
FTA Circular 4220.1F

Applicability to Contracts
All contracts in excess of $100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down
The Breaches and Dispute Resolutions requirements flow down to all tiers.

Refer to Contract Agreement for project specific requirements.

Davis-Bacon Act

Refer to Davis Bacon in Appendix I

Contract Work Hours and Safety Standards Act

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over $2,000 or non-construction contract to which the Act applied over $2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than $100,000." 40 USC 3701(b)(3)(A)(iii).
The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

Refer to Exhibit "A" Disadvantage Business Enterprises & Equal Opportunity Requirements/Affirmative Action Plan for project specific requirements.

Copeland Anti-Kickback Acts

The contractor shall comply with the requirements of 29 C.F.R. part 3, which are incorporated herein by reference.

Refer to Exhibit "A" Disadvantage Business Enterprises & Equal Opportunity Requirements/Affirmative Action Plan for project specific requirements.

Bonding

Applicability to Contracts
For those construction or facility improvement contracts or subcontracts exceeding $100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certifies check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:

(1) 50% of the contract price if the contract price is not more than $1 million;

(2) 40% of the contract price if the contract price is more than $1 million but not more than $5 million; or

(3) $2.5 million if the contract price is more than $5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Flow Down
Bonding requirements flow down to the first tier contractors.

Refer to Surety Bid Bond, Performance and Payment Bond for project specific requirements.

Seismic Safety (April 6 2011)
42 U.S.C. 7701 et seq. 49
CFR Part 41

Applicability to Contracts
The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Applicability to Micro-Purchases
Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down
The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

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

Americans with Disabilities (ADA) Access

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.

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)(1), 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.

Refer to Exhibit A: Disadvantage Business Enterprises & Equal Opportunity

Submittal of Federal Affidavits

The Bidder shall submit the following federal affidavits with the bid package:

- Buy America Certificate
- Certification Regarding Debarment, Suspension and Other Responsibility Matters
- Lobbying Certification
- Statement for Loan Guarantees and Loan Insurance
- Disclosure of Lobbying Activities

Requirements/ Affirmative Action Plan for project specific requirements.

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.

APPENDIX I

DISADVANTAGED BUSINESS ENTERPRISE (DBE) & EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS FOR PROFESSIONAL SERVICES PROJECTS

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I. GENERAL PROVISIONS

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 21%. **A separate contract goal of 0 % DBE participation has been established for this procurement.**

II. DEFINITIONS. All definitions in 49 CRF § 26 apply to these provisions. The following additional definitions are provided:

a. Affirmative Action - Positive activities undertaken to eliminate discrimination and effects of past discrimination and to ensure nondiscriminatory practices in the future.

b. Contracting Officer - The Director of the Miami-Dade Transit or his/her designee.

c. Disadvantaged Business Enterprise or DBE - A "for-profit" small business concern that has been certified by a certifying member of the Florida Uniform Certification Program in accordance with 49 CFR § 26.5.

d. Goal – A percentage of the total contract price that is to be expended with certified DBE.

e. Proposer- Also consultant- Any person or entity submitting an offer on or is awarded this solicitation.

f. Race-neutral- A measure used to assist all small businesses, including female owned.

g. Successful Proposer - the Proposer to which the Contract is awarded.

III. ANTI-DISCRIMINATION

The consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the consultant 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 the County deems appropriate. Each subcontract the consultant signs with a subconsultant must include the assurance in this paragraph (see 49 CFR§26.13(b)).

IV. REPORTS AND FORMS

a. All proposers, as a condition of bidding on this project, must submit with its bid or proposal a completed Primes and Subconsultants Information Form, for itself and for each of its subconsultants. Failure to submit such completed Primes and Subconsultants Information Form may deem the proposer's proposal non-responsive. If such proposer is found non-responsive, such proposer shall be disqualified from participating in this project.

b. Although no race-conscious measure applies to this procurement, should the successful proposer retain the services of DBE firms on this project through race-neutral mean, the selected proposer shall submit monthly the Subcontractor Monthly Report, reflecting such participation. The Proposer shall not terminate for convenience, and the Proposer shall obtain written authorization from the County prior to terminating a DBE.

c. The consultant must promptly notify the County, whenever a DBE subconsultant performing work on this project is terminated or fails to complete its work. The consultant then shall be required to make good faith efforts to engage another DBE subconsultant to perform at least the same amount of work. The consultant may not terminate any DBE subconsultant and perform that work through its own forces or those of an affiliate without first obtaining prior written consent from the Contracting Officer.

V. COMPETITION REQUIRED

a. Where there are subcontracting opportunities, the Proposer shall afford DBE firms the maximum practicable opportunity to participate on the project. The Proposer shall select DBE subcontractors, including DBE suppliers, on a competitive basis to the maximum practical extent, consistent with the objectives and requirements of the contract and 49 CFR part 26. The Proposer is prohibited from requiring unnecessary experience; excessive bonding and qualification.

VI. PROMPT PAYMENTS AND RETAINAGE

Pursuant to 49 CFR part 26.29 and 26.37, prime consultants shall pay subconsultants, including DBE'S, for satisfactory performance of their contracts no later than 30 calendar days after the date on which the payment request or a proper invoice is stamped received. Further, the prime consultant will return retainage payments to the subconsultant, including DBE firms, within 30 days of the subconsultant's satisfactory completion of work.

(1) The following correct information constitutes a proper invoice and is required as payment documentation:

a. Name of Subconsultant;

b. Invoice date;

c. Invoicing period;

d. MDT Contract number;

e. Subconsultant's invoice number; account number; and/or any other identifying number agreed by contract;

f. Description and nature of work completed;

g. Taxpayer Identification Number (TIN);

h. Bank Information; and/or EFT and Financial EDI Statements

i. Contact person's name, title and Telephone Number.

j. Other substantiating documentation, information required by contract.

(2) An invoice shall be deemed to be received on the receipt date stamped on the invoice by the consultant. If the consultant fails to annotate the invoice with a date of receipt, the date placed on the invoice by the subconsultant shall control.

(3) The Prime Consultant shall make timely payment on a payment request or invoice without regard as to whether MDT has tendered payment and/or reimbursement to the Prime consultant.

(4) The prime consultant will not be reimbursed for work performed by subconsultants unless and until the prime consultant ensures that the subconsultants are promptly paid for the work they have performed, and upon which a payment request or proper invoice was submitted and received. Nothing herein shall prohibit a prime consultant or subconsultant from disputing, pursuant to the terms of the contract, all or any portion of a payment alleged to be due to another party.

(5) In the event of a payment dispute, the consultant and subconsultant may withhold the disputed portion of any such payment, if the consultant, or subconsultant notifies the party whose payment is disputed, in writing, of the amount in dispute and the actions required to cure the dispute. The undisputed portion shall be paid timely.

(6) The Prime and subconsultants will use appropriate alternative dispute resolution mechanisms to resolve payments disputes, including but not limited to mediation, arbitration and/or an MDT's Ombudsperson.

(7) In cases of disputes, proceedings to resolve the dispute shall be commenced not later than 20 days after the date on which the payment request or proper invoice was received by the consultant and shall be concluded by final decision not later than 30 days after the date on which the payment request or proper invoice was received by the consultant. Such procedures shall not be subject to chapter 120, and such procedures shall not constitute an administrative proceeding which prohibits a court from deciding de novo any action arising out of the dispute. If the dispute is resolved in favor of the Prime Consultant, then interest charges shall begin to accrue 15 days after the final decision. If the dispute is resolved in favor of the subconsultant, then interest shall begin to accrue as of the original date the payment became due.

(8) The prime consultant may reject a payment request or invoice within 10 business days after the date on which the payment request or invoice is stamped as received. The rejection must be written and must specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper.

(9) If a payment request or an invoice is rejected under subsection (9) and the subconsultant submits a corrected payment request or invoice which corrects the deficiency specified in writing by the prime, the corrected payment request or invoice must be paid or rejected on the later of

Ten (10) business days after the date the corrected payment request or invoice was stamped as received.

(10) All payments due under this section and not made within the period specified by this section shall bear interest at the rate of 1.5% per month, or the rate specified by contract whichever is greater.

(11) Late payment interest penalties shall be paid without regard to whether the subconsultant has requested payment of such penalty, and shall be accompanied by a notice stating the amount of the interest penalty, the number of day late and the rate used. Interest payment of less than one dollar need not be paid. In the event of a dispute, interest penalties under this clause will not continue to accrue.

(12) The Prime and subconsultant in their business judgment and of their own volition may negotiate reasonable cash discounts, or any other means of payment reduction for early payments, if the parties can agree to mutually advantageous terms.

(13) A provision in an agreement between a subconsultant and a consultant is void and unenforceable to the extent that it purports to waive or preclude the rights, remedies, or requirements set forth in this subsection; or that it purports to limit it or preclude any liability of the prime consultant to the subconsultant or of the subconsultant to the consultant, arising under this subsection.

The Consultant may NOT hold retainage from its subconsultants and is required to return any retainage payments to those subconsultants within 30 days after the subconsultant's work related to this contract is satisfactorily completed or within 30 days after incremental acceptance of the subconsultant's work by the County and consultant's receipt of the partial retainage payment related to the subconsultant's work, whichever comes first.

VII. DEPARTMENT OF LABOR PROVISIONS

1. Overtime requirements - No consultant or subconsultant 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 consultant and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such consultant and subconsultant shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages - The (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 consultant or subconsultant under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Non-Construction Contracts

The requirements of the clauses contained in 29 C.F.R. 5.5 (b) or paragraphs (10) through (13) of Section 112.a. of Part II Terms and Conditions (Master Agreement) of the Federal Transit Administration agreement, are applicable in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. 5.1. The consultant or subconsultant shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the consultant or subconsultant for inspection, copying, or transcription by authorized representatives of FTA, DOT, or the Department of Labor, and the consultant or subconsultant will permit such representatives to interview employees during working hours on the job.

5. Subcontracts

The consultant or subconsultant shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (12) of this paragraph and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth on subparagraphs (1) through (12) of this paragraph.

VIII. TITLE VI COMPLIANCE (CIVIL RIGHTS ACT OF 1964)

During the performance of this contract, the contractor itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations. c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.

d. Information and Reports: The contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Miami-Dade County or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required from a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to Miami-Dade County, or to the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Miami-Dade County shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

(1) Withholding of payments to the contractor under the contract until the contractor complies, and/or

(2) Cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions: The contractor shall include the provisions of paragraph III.B.4.a. through III.B.4.f of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurements as Miami-Dade County or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Miami-Dade County to enter into such litigation to protect the interests of Miami-Dade County, and, in addition, the contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

IX. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

A. Equal Employment Opportunity

In connection with the execution of this contract, the consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. The consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability, marital status, pregnancy, sexual orientation, veteran's status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. Consultant further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by The County setting forth the provisions of this Equal Opportunity clause.

B. Discrimination Prohibited

The Consultant, sub recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or any other remedy as The County deems appropriate. (49 CFR Part 26.13(b))

C. Nondiscrimination (General)
The proposer will comply with all regulations of the U. S. Department of Transportation, all applicable provisions of the Civil Rights act of 1964, Executive Order 11246 of September 24, 1964 as amended by Executive Order 11375 Executive Order 11625 of October 13, 1971, the Age Discrimination in Employment Act effective June 12, 1968, the rules regulations and relevant orders of the Secretary of Labor, Chapter 760 (Florida Civil Rights Act of 1992, as amended); Dade County Ordinance 75-46 and Articles 3 and 4 of Chapter 11a of the Code of Miami-Dade County which prohibit discrimination because of race, color, religion, ancestry, sex, pregnancy, national origin, age, handicap, marital status or familial status of any individual.

Note: FTA directs the County, and the County requires each consultant or subconsultant to include the above paragraphs, A through C in each of its contracts.

X. CONTINUED COMPLIANCE
MDC shall monitor the compliance of the contractor with the requirements of this Provision during the course of the work to be performed under the Contract. The Compliance Monitor may require the proposer to produce such additional information as the Compliance Monitor deems appropriate and may obtain whatever other and further information from whatever other sources he deems appropriate to ensure such compliance. Therefore, the contractor shall permit MDC and DOT to have access to the job site and to necessary records, and to examine such information as appropriate for the purpose of investigating and determining compliance with this Provision, including, but not limited to, manning tables, records of expenditures, change orders, observations at the job site, and contracts between the contractor and other parties entered into during the life of the Contract.

XI. SANCTIONS FOR VIOLATIONS
If at any time MDC has reason to believe that the contractor is in violation of its obligations under this Provision, or has otherwise failed to comply with this Provision, MDC may, in addition to pursuing any other available legal remedy, commence proceedings to impose sanctions on the contractor. Such sanctions may include, but are not limited to, one or more of the following:

a. The suspension of any payment or part thereof due the contractor until such time as the issues concerning the contractor's compliance are resolved;

b. The termination or cancellation of the Contract in whole or in part unless the contractor is able to demonstrate within a reasonable time its compliance with the terms of this Provision; and

c. The denial to the contractor of the right to participate in any further contracts awarded by MDC for a period of not longer than three (3) years. No such sanction shall be imposed by MDC upon the contractor except pursuant to a hearing conducted by the Contracting Officer.

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

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

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

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

(8). **Termination**

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

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

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

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

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

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

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

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

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

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

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

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

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

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

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

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

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

i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the

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

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

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

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

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

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

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

(9) **Resolution of Disputes, Breaches, or Other Litigation**
Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of

its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide be the decision.

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

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

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

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

(10) Contract and Work Hours

Contract Work Hours and Safety Standards

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

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

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

(11) Conformance with National ITS Architecture

National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

(12) ADA Access

Access for Individuals with Disabilities. The Recipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving
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Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:
(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
(4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
(5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
(6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
(7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
(8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
(9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
(10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
(11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

General. The Recipient agrees to comply with section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, 49 U.S.C. § 5310 note, and other Federal laws and regulations that may be applicable to the Over-the-Road Bus Accessibility Program, in accordance with applicable Federal directives, when issued.
b. Accessibility. The Recipient agrees to comply with the "Over-the-Road Buses," regulations within U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37, Subpart H, and with joint U.S. ATBCB/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38.
c. Employee Protective Arrangements. Subsection 24.d(4) of this Master Agreement describes employee protection requirements for the Over-the-Road Bus Accessibility Program.
d. FTA Notice. The Recipient agrees to follow the provisions of the most recent applicable FTA Notice pertaining to Over-the-Road Bus Accessibility Program Grants, and any revision thereto, except to the extent FTA determines otherwise in writing. FTA and the Recipient agree
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that the provisions of the most recent FTA Notice pertaining to the Over-the-Road Bus Accessibility Program supersede conflicting provisions of this Master Agreement.

(13) Davis-Bacon and Copeland Anti-Kickback Acts

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on

any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

(2) Withholding - The [insert name of 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [insert name of grantee] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor

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

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

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

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

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

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

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

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

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make

them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall

be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

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

(14) Bonding

Bid Bond Requirements (Construction)

(a) Bid Security

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

(b) Rights Reserved

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

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

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

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

Performance and Payment Bonding Requirements (Construction)

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

(a) Performance bonds

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

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

(b) Payment bonds

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

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

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

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

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

Performance and Payment Bonding Requirements (Non-Construction)

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

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

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

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

3. Substantial progress payments are made before delivery of end items starts.

4. Contracts are for dismantling, demolition, or removal of improvements.

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

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

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

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

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

1. The penal amount of payment bonds shall equal:

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

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

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

Advance Payment Bonding Requirements

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

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

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

Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

(15) Seismic Safety

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

---END---

EXHIBITS

EXHIBIT A: DBE/AFFRIMATIVE ACTION REQUIREMENTS

EXHIBIT B: MIAMI-DADE COUNTY/RESPONSIBLE WAGES AND BENEFITS

EXHIBIT C: GENERALA DECISION NUMBER FL140027 05/02/2014 FL27

EXHIBIT D: MIAMI-DADE TRANSIT CONSTRUCTION SAFETY MANUAL

FOR FTA BEST PRACTICES MANUAL PLEASE USE THE FOLLOWING LINK

http://www.fta.dot.gov/grants/12831_6037.html

FOR FTA THIRD PARTY CONTRACTING CIRCULAR (4220.1F), PLEASE USE THE FOLLOWING LINK

http://www.fta.dot.gov/legislation_law/12349_8641.html

EXHIBIT A

DBE/AFFIRMATIVE ACTION REQUIREMENTS
COMPRESSED NATURAL GAS PROGRAM (CNG)
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SECTION I: DEPARTMENT OF LABOR - AFFIRMATIVE ACTION REQUIREMENTS

A. LABOR PROVISIONS

1. Minimum Wages.

a. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deduction as are permitted by regulations issued by the Secretary of Labor under the Copeland Act, 29 C.F.R. Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. 5.5 (a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, That the employer's payroll records accurately reflect the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a) (1) (ii) of 29 C.F.R. 5.5 (a) (1) (ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

(a) Except with respect to helpers as defined in 29 C.F.R. § 5.2(n) (4), the work to be performed by the classification

requested is not performed by a classification in the wage determination; and

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representative, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of The Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210, who will approve, modify, or disapprove the classification action or will notify the Contracting Officer that additional time is needed, within 30 days of receipt of the request.

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

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to 29 C.F.R. § 5.5(a)(i)(1)(B) or 29 C.F.R. § 5.5(a)(i)(1)(c), shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding.

The Department of Transportation and/or MDC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor, under this agreement or any other Federal contract with MDC or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, FTA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

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

evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) the contractor shall submit weekly copies of its complete and accurate payrolls, which must be in accordance with 29 C.F.R. 5.5 (a) (3) (i) and similarly those of its subcontractors. Such payrolls may be submitted on form WH-347, which can be purchased from the Superintendent of Documents (Federal Stock No. 029-005-00014-1), U.S. Government Printing Office; Washington, D.C. 20402.

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

(a) That the payroll for the payroll period contains the information required to be maintained under 29 C.F.R 5.5. (a)(3)(i) and that such information is correct and complete;

(b) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth at 29 C.F.R. Part 3;

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-348 shall satisfy the requirement for submission of the "Statement of Compliance" required by 29 C.F.R. 5.5(a)(3)(ii)(b).

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under 29 C.F.R. 5.5 (a)(3)(ii) available for inspection, copying, or transcription by authorized representatives of FTA or the department of labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or make them available, FTA may, after written notice to the contractor, sponsor,

applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

4. Apprentices and Trainees.

a. Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the Apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees.

Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeyman on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination, which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c Equal Employment Opportunity. The utilization of apprentices, trainees, and journeyman under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 C.F.R. part 30.

d. Helpers.

Helpers will be permitted to work on a project if the helper classification is specified on an applicable Wage Determination or is approved pursuant to the conformance procedure set forth in 29 C.F.R. § 5.5(a)(1)(ii). The allowable ratio of helpers to journeymen employed by the contractor or subcontractor on the job site shall not be greater than two helpers for every three journeymen (in other words, not more than 40 percent of the total number of journeymen and helpers in each contractor's or in each subcontractor's own work force employed on the job site.) Any worker listed on a payroll at a helper wage rate, who is not a helper as defined in 29 C.F.R. § 5.2(n)(4), shall be paid not less than the applicable wage rate on the Wage Determination for the classification of work actually performed. In addition, any helper performing work on the job site in excess of the ratio permitted shall be paid not less than the applicable

Journeyman's (or laborer's, where appropriate) wage rate on the wage determination for the work actually performed.

5. Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 C.F.R. part 3, which are incorporated herein by reference.

6. Contract termination: debarment.

A breach of the contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. 5.12.

7. Compliance with Davis-Bacon and Related Act requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R.parts 1, 3, and 5 are incorporated herein by reference.

8. Disputes concerning labor standards.

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

9. a. Certification of eligibility. By entering into a third party contract financed under this project, the contractor certifies that neither it (nor he or she) nor any person or firm that has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3 (a) of the Davis-Bacon Act or 29 C.F.R. 5.12 (a) (1).

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

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

10. 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 the 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.

11. Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of the requirements of 29 C.F.R. 5.5 (b) (1), the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of 29 C.F.R. 5.5 (b) (1) in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by 29 C.F.R. 5.5 (b) (1).

12. Withholding for unpaid wages and liquidated damages.

FTA or MDC shall upon its own action or upon written request of any 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 contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth at 29 C.F.R. 5.5 (b)(2).

13. Safe Working Conditions.

Section 107 of C. W. H. S. S. A. (Contract Work Hours and Safety Standards Act, 29 CFR 5) is applicable to construction contracts and provides that no laborer or mechanic shall be requested to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

14. Non-Construction contracts

The requirements of the clauses contained in 29 C.F.R. 5.5 (b) or paragraphs (10) through (13) of Section 112.a. of Part II Terms and Conditions (Master Agreement) of the Federal Transit Administration agreement, are applicable in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. 5.1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked deductions made, and actual wages paid. The records to be maintained under

this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of FTA, DOT, or the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

15. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (12) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth on subparagraphs (1) through (12) of this paragraph.

B. NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246 as amended by Executive Order 11375):

1. The Offeror's or Proposer's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

a. Goals and timetables for minority participation:

Timetable Trade Goal (percent)

Until further notice All 39.5

b. Goals and timetables for the utilization of women:

Timetable Trade Goal (percent)

Until further notice All 6.9

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regards to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations

required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Miami-Dade County, Florida.

C. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246 as amended by Executive Order 11375):

1. As used in these Specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d Except for Section III of these Affirmative Action Requirements, "minority" includes:

(1) Black: A person having origins in any of the black groups of Africa;

(2) Hispanic: A person of Spanish or Portuguese culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race;

(3) Portuguese: A person of Portuguese, Brazilian or other Portuguese culture of origin, regardless of race.

(4) Asian American: A person having origins in any of the original peoples of the Far East Southeast Asia, the Indian subcontinent or the Pacific Islands;

(5) American Indian and Alaskan Native: A person having origins in any of the original peoples of North America.

(6) Members of other groups or other individuals found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. 637 (a)).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of this Section I. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in Notice Form, and such Notices may be obtained from any office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 as amended, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under I.B.7 above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meetings its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any jobsite. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (I.B.7.a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 as amended.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph I.B.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

SECTION II: EQUAL OPPORTUNITY/NONDISCRIMINATION

A. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex,

age, disability, marital status, pregnancy, sexual orientation, veteran's status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by MDC setting forth the provisions of this Equal Opportunity clause.

B. DISCRIMINATION PROHIBITED

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or any other remedy as MDC deems appropriate. (49 CFR Part 26.13(b))

C. NONDISCRIMINATION (General)

The proposer will comply with all regulations of the U. S. Department of Transportation, all applicable provisions of the Civil Rights act of 1964, Executive Order 11246 of September 24, 1964 as amended by Executive Order 11375 Executive Order 11625 of October 13, 1971, the Age Discrimination in Employment Act effective June 12, 1968, the rules regulations and relevant orders of the Secretary of Labor, Chapter 760 (Florida Civil Rights Act of 1992, as amended); Dade County Ordinance 75-46 and Articles 3 and 4 of Chapter 11a of the Code of Miami-Dade County which prohibit discrimination because of race, color, religion, ancestry, sex, pregnancy, national origin, age, handicap, marital status or familial status of any individual.

D. NONDISCRIMINATION: ("Equal Opportunity Clause")

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color religion, sex or national origin. such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to provide setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, ancestry, marital status, handicap, place of birth, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, as applicable, a notice to provided contractors advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by MDC and Compliance Review Agencies for purposes of investigation to ascertain compliance with such rules, regulations and orders. Reports shall be submitted quarterly or as MDC may require.

5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, or orders, of the Secretary of Labor, or as otherwise provided by law.

6. The Contractor will include all of these paragraphs A through C and D1 through D6 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as MDC may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction by MDC, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Note: FTA directs MDC, and MDC does require each contractor or subcontractor to include the above paragraphs A through C and D1 through D6 in each of its contracts.

E. DISABILITY NONDISCRIMINATION.

It is hereby declared to be the national policy that elderly persons and persons with disabilities have the same right as other persons to utilize mass transportation and services; that special efforts shall be made in the planning and design of mass transportation facilities and services so that the availability to elderly persons and persons with disabilities of mass transportation which they can effectively utilize will be assured; and that all Federal programs offering assistance in the field of mass transportation (including the programs under this chapter) should contain provisions implementing this policy. (49 U.S.C. Part 5301. [d].)

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.

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)(1), 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.

F. LIAISON OFFICER

Within 10 days after Notice to Proceed the Contractor shall designate a liaison officer who will monitor the Contractor's Affirmative Action Program and prepare the required reports.

SECTION III: DISADVANTAGED BUSINESS ENTERPRISE AFFIRMATIVE ACTION REQUIREMENTS

A. DEFINITIONS: As used in this Disadvantaged Business Enterprise (DBE) Contractor Participation Provision ("Provision"), the following terms shall have the following meanings (the definitions shall not apply outside of this Provision where inconsistent with those contained elsewhere in the bid documents):

1. A&E Utilization Report - A monthly report in the form annexed to this Provision, containing certain information with respect to work to be performed by DBE Contractors.

2. Affirmative Action - Positive activities undertaken to eliminate discrimination and effects of past discrimination and to ensure nondiscriminatory practices in the future.

3. Affidavit of No Change- an affidavit from a certified DBE, affirming that the DBE continues to meet the eligibility criteria of 49 CFR Part 26.

4. Board - Board of County Commissioners, Miami-Dade County, Florida.

5. Challenge - A formal filing by a third party to rebut the presumption that a particular individual is socially and economically disadvantaged.

6. Commercially Useful Function – When a DBE is responsible for the execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself, in light of industry practices and other relevant considerations. If, MDC has any reason to believe that a firm, while an eligible DBE, is not performing a commercially useful function in a particular transaction, the contractor will not receive credit toward the goal.

7. Compliance Monitor - A person designated by the Director of MDC to assist and to make recommendations to MDC with respect to compliance with this Provision.

8. Contract - A legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them; the Contract, executed by MDC and the successful proposer, of which this Provision is a part. For the purposes of this program, a lease is considered to be a contract.

9. Contract Goal - DBE participation goal established by the Board of County Commissioners for this Contract solicitation.

10. Contract Price - the total bid price of the successful proposer as awarded by the Board of County Commissioners.

11. Contracting Officer - The Director of the Miami-Dade Transit or his/her designee.

12. Contracting Opportunity - Any decision by the Miami-Dade Transit or contractor to institute a procurement action to obtain a product or service commercially (as opposed to intergovernmental actions).

13. DBE Certification Letter - A letter issued to a firm by the State of Florida Unified Certification Program (UCP) certifying member or agency, declaring that the firm is certified as a DBE.

14. DBE Directory - a registry of DBEs that are certified by Miami-Dade County, published to aid in the location of certified DBE.

15. Disadvantaged Business Enterprise or DBE A "for-profit" small business concern

a. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged as defined in 49 CFR Part 26.5, or in the case of a corporation, in which at least 51 percent of the stock of which is owned by one or more such individuals; and

b. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

16. Goal – a percentage of the total contract price that is to be expended with certified DBE

17. Letter of Intent a letter, in the form annexed to this Provision, to be signed by a DBE with respect to certain work under the Contract.

18. Manufacturer - An individual (or individuals) who owns, operates, or maintains a factory or establishment that produces on the premises the components, materials, or supplies obtained by the Miami-Dade Transit, Contractor, or Transit Vehicle Manufacturer.

19. MDC - Miami-Dade County, Dade County or the County or Miami-Dade Transit or MDT as referred to in the Contract Documents.

20. Primary Recipient - A grantee who receives DOT financial assistance and passes all or some of the assistance on to a subrecipient.

21. Proposer - An individual, firm, partnership, corporation, joint venture, or combination thereof submitting a bid for construction work.

22. Qualified - a Contractor is qualified to do specific work if it meets all of the following criteria:

a. It has or is able to obtain any and all licenses required to do such work;
b. It has the necessary experience, organization, technical qualifications skills and facilities to do such work;

c. It is able to comply with the performance schedule reasonably needed for such work;

d. It does not have an unsatisfactory record of integrity, judgment and performance;

e. It is able to meet the applicable equal employment opportunities requirements; and

f. It is not otherwise ineligible to perform such work under applicable laws and regulations.

23. Recipient - means any entity, public or private, to which financial assistance from the U. S. Department of Transportation (DOT) is extended whether directly or through another recipient, through the programs of the Federal Transit Administration (FTA), the Federal Highway Administration (FHWA), or the Federal Aviation Administration (FAA), or who has applied for such assistance.

24. Regular Dealer means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual

course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this definition.

25. A Small Business Concern, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, is defined in section 3 of the Small Business Act and in Small Business Administration regulations implementing the Act (13 CFR Part 121). Additionally, a small business concern cannot exceed the cap on average annual gross receipts specified in 49 CFR 26.65(b).

26. Socially and Economically Disadvantaged Individual - means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

a. Any individual who MDC finds to be a socially and economically disadvantaged individual on a case-by-case basis.

b. Any individual in the following groups, members of which are rebuttabaly presumed to be socially and economically disadvantaged:

(1) "Black Americans," which includes persons having origins in any of the black racial groups of Africa;

(2) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;

(3) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(4) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U. S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(5) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(6) Women;

(7) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

27. Schedule of Participation by DBEs a schedule, in the form annexed to this Provision, containing certain information with respect to work to be performed by DBEs. It is the schedule that lists the Certified DBEs with which the proposer intends to subcontract with, specifying price, a proposed timetable stating commencement and completion dates, and other information as may be outlined on the schedule.

28. Sub recipient - Any entity that receives Federal financial assistance from FTA through a primary recipient.

29. Successful proposer - the proposer to which the Contract is awarded.

30. Transportation Improvement Program (TIP) means an annual or biennial listing of capital and operating assistance projects proposed for funding by FTA.

31. Unavailable - a Contractor is unavailable to do specific work if:

a. It has that knowledge of the terms and specifications of the Contract needed to formulate intelligently a bid or proposal to do such work or to decline intelligently an opportunity to formulate such a bid or proposal; and

b. It does not intend, or is unable, to make a bid or proposal because of lack of interest, inability to meet the reasonable and ordinary demands connected with doing such work, unwillingness to meet the specifications for such work, unwillingness to work on this project or in this geographic area, or such other reason as is determined by MDC to be sufficient.

32. Unified Planning Work Program (UPWP) - A listing of planning projects proposed for funding by FTA.

33. U.S. Department of Transportation Regulations - the final rules and regulations published in the Federal Register (Vol. 64, No. 21, P. 5126 et seq.) dated Tuesday, February 2, 1999, entitled PART 26--PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS.

B. UTILIZATION OF DBES:

1. Affirmative Action Obligation

<u>All projects, with Federal Funding.</u>

a. Policy. MDC is committed to carry out the DBE Program and to meet the objectives stated in the program, including nondiscrimination in the award and administration of DOT assisted contracts in MDC's transit programs; creating a level playing field on which DBEs can compete fairly; and ensuring that MDC's DBE program is narrowly tailored in accordance with applicable law. Consequently, the DBE requirements of 49 CFR Part 26 apply to this project.

b. Obligation. The proposer, DBE or otherwise, agrees to ensure that DBE, as defined in 49 CFR Part 26 and this Provision, are given the opportunity to participate in the performance of this contract for it is financed in whole or in part with Federal Funds. Consequently, the contractor shall take all necessary and reasonable steps pursuant to 49 CFR Part 26 and this Provision to ensure that DBEs have the opportunity to compete for and perform on this contract. Additionally, the proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract.

All determinations of compliance or non-compliance of the proposer with the requirements of this Provision, and of the appropriate consequences of non-compliance, shall be final and binding, except for administrative reconsideration from an adverse decision by MDC as provided in Section 26.53. All determinations shall be final and the result is not administratively appealable to the U.S. Department of Transportation. Nothing in this Provision shall be construed to diminish the legal responsibility or authority of MDC.

2. DBE Goal

A "Stated Goal" is a portion of the total contract dollar amount that a prime contractor is expected to expend through subcontracts with DBE firms. For the purpose of this contract, **such goal is FIFTEEN (15%) PERCENT.**

3. DBE Contractor/Bidder/Proposer

A Bidder or Proposer which is itself a DBE Contractor may, subject to compliance with the applicable requirements of Section III.B.(1) and (2) of this Provision, achieve the stated goal by performing work with its own forces a value at least equal to the percentage goal.

4. Title VI Compliance (Civil Rights Act of 1964)

During the performance of this contract, the contractor itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including

employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.

d. Information and Reports: The contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Miami-Dade County or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required from a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to Miami-Dade County, or to the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Miami-Dade County shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

(1) Withholding of payments to the contractor under the contract until the contractor complies, and/or

(2) Cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions: The contractor shall include the provisions of paragraph III.B.4.a. through III.B.4.f. of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurements as Miami-Dade County or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Miami-Dade County to enter into such litigation to protect the interests of Miami-Dade County, and, in addition, the contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

C. REQUIREMENTS PRIOR TO CONTRACT AWARD

1. Bid Submittal

All vendors are required to register and use the Miami-Dade County Disadvantaged Business Enterprise (DBE) Tracking Software. In order to register, please go to: http://www.miamidade.gov/transit/disadvantaged-business-enterprise.asp and click on the DBE Tracking Software button in the center of the page to access the software LOGIN page. Click the "Register" link and complete the required information. During the registration process, a login/password will be created which will then be used as the vendor's login when using the system. The HELP menu option provides access to a user manual that instructs the vendor on the system's use.

At the time of submittal, all proposals shall include an executed Certification of Assurance, and a completed Prime and Subcontractor Information Form for each proposer and one for each subcontractor who submitted a bid.

A proposal that fails to include the Certificate of Assurance, and the Prime and Subcontractor Information Form and has not registered in the DBE Software may be deemed non-responsive.

2. Submittal Prior to Negotiation/Award

a. Each selected proposer, in order to be eligible for award consideration, shall submit the following documents to MDC at the minimum two (2) days prior to negotiation/award, for each DBE:

(1) Schedule of Participation – executed by the prime.

(2) A Letter of Certification/DBE Contractor Identification Statement or other document from the Miami-Dade County Department of Business Development, or the Uniform Certification Program (UCP) for each proposed DBE firm showing that the firm possesses a currently valid certification as a Disadvantaged Business Enterprise.

(3) Submittal of Contracts with each DBE on the selected contractor's team must submit an Affidavit of No Change, indicating that since the firm has been certified that it continues to meet the DBE eligibility requirements of U.S. DOT, 49 CFR Part 26, and the U.S. small Business Administration, 13 CFR Part 21.

(4) A completed and signed Letter of Intent by each DBE listed in the Schedule of Participation indicating readiness to perform the work described for the amounts stated in the Schedule for Participation.

A selected proposer(s) which does not submit all four forms may be found non-responsive and may therefore be subject to disqualification by MDC.

2. After Opening of Bids

a. Good Faith Effort.

(1) When MDC establishes a DBE goal on a DOT-assisted contract, it requires a proposer, as a condition of responsiveness, to make good faith efforts to meet the goal. The proposer can meet this requirement in either of two ways.

(a) The proposer can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. The SCHEDULES FOR PARTICIPATION and the LETTERS OF INTENT can be used for this purpose.

(b) If the proposer does not meet the DBE goal, it can document adequate good faith efforts. This means that the proposer must show that it took all necessary and reasonable steps to achieve a DBE goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful. The SCHEDULES FOR PARTICIPATION and the LETTERS OF INTENT may be used as part of this documentation. Information sufficient to satisfy MDC that the proposer has made good faith effort must be submitted to the Clerk of the Board located on the 17th floor of the SPCC Building, 111 NW 1st St., Miami, Florida 33128 by 4:30 p.m. on the second business day following the opening of bids.

(2) In any situation in which MDC has established a contract goal, MDC will use the good faith efforts mechanism spelled out in 49 CFR Part 26, Appendix A. MDC will make a fair and reasonable judgment whether a proposer that did not meet the goal made adequate good faith efforts. MDC will consider the quality, quantity and intensity of the different kids of efforts that the proposer has made. The efforts employed by the proposer should be those that one could reasonably expect a proposer to take if the proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE Contract Goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. MDC emphasizes that the determination

concerning the sufficiency of the proposer's good faith efforts is a judgment call: meeting quantitative formulas is not required.

(3) MDC does not require that a proposer meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, providing the proposer makes an adequate good faith efforts showing. MDC will give fair and serious consideration to bona fide good faith efforts.

(4) The following is a list of types of actions which the proposer should consider as part of its good faith efforts to obtain DBE participation. The list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

(a) Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

(b) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the contractor might otherwise prefer to perform these work items with its own forces.

(c) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(d) (i) Negotiating in good faith with interested DBEs. It is the proposers' responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(ii) A proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a proposer's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a contractor to perform the work of a contract with its own organization does not relieve the proposer of the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(e) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

(f) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by MDC or contractor.

(g) Making efforts to assist interested DBEs in obtaining necessary equipments, supplies, materials, or related assistance or services.

(h) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

(5) In determining whether a proposer has made good faith efforts, MDC may take into account the performance of other proposers in meeting the Contract goal. For example, when the apparent successful proposer fails to meet the contract goal, but other proposers meet it, MDC may reasonably raise the question of whether, with additional reasonable efforts; the apparent successful proposer could have met the goal. If the apparent successful proposer fails to meet the goal, but meets or exceeds the average DBE participation obtained by other proposers, MDC may view this, in conjunction with other factors, as

evidence of the apparent successful proposer having made good faith efforts.

(6) Good Faith Efforts (Invitation for Bid/Request for Proposal). Good faith efforts, under the Invitation for Bid (IFB) method of procurement, to be considered must have been carried out prior to bid opening. Under a Request for Proposal (RFP) or similar method, good faith efforts must have been accomplished prior to receipt of best and final offers. MDC may request any other information as may be required to determine the listed DBE's qualification.

(7) Agreements between a proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other proposers are prohibited. The listing of a DBE by a proposer on its Schedule shall constitute a representation by the proposer that such DBE is Qualified and Not Unavailable, and a commitment by the proposer that if it is awarded the contract, it will enter into a subcontract with such minority contractor for the portion of the work and at the price set forth in its submittal subject to the terms of this Provision.

3. Selection Criteria to Ensure that Prime Contracts Are Awarded to Proposers that Meet the DBE Goal or Demonstrate Good Faith Efforts to Meet the DBE Goal.

a. If any one proposer meets or exceeds the Contract Goal, MDC may take into consideration whether proposers who failed to meet the Goal failed to exert sufficient reasonable efforts to meet the Goal and are, therefore, ineligible to be awarded the contract.

b. MDC reserves the right to award the Contract to a proposer prior to making a final determination as to the DBE status or qualification of a firm listed on the proposer's Schedule. If the DBE status of a firm listed on the proposer's Schedule is disapproved after contract award, the proposer shall remain bound by procedures under Section III.D.

c. DBE Participation shall be counted toward meeting the DBE Goal as follows:

(1) Once a firm is determined by MDC to be an eligible DBE, the dollar value of the work performed by the DBE is counted toward the DBE Goal, except as limited by paragraph III.C.2.c. (2) through III.C.2.c. (4). (49 CFR 26.55(a)).

(2) MDC shall count toward the DBE Goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the DBE partner(s) in the joint venture. (26, 55(b))

(3) MDC shall count toward the DBE Goal only expenditures to DBEs that perform a commercially useful function in the work of a contract. (26.55(c))

(a) A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing and supervising the work involved. To determine whether a DBE is performing a commercially useful function, the proposer shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.

(b) Consistent with normal industry practices, a DBE may enter into subcontracts. If a DBE subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function.

(4) MDC shall count toward DBE goals expenditures for materials and supplies obtained from DBE suppliers and manufacturers, provided that the DBEs assume the actual and contractual responsibility for the provisions of the materials and supplies.

(a) MDC shall count toward DBE goals the entire expenditure to a DBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale).

(b) MDC shall count toward DBE goals 60 percent of the expenditures to DBE suppliers that are not manufacturers provided that the DBE supplier performs a commercially useful function in the supply process.

4. Determination of Compliance

The total price for work to be performed by DBEs as indicated in the Proposer's Schedule of Participation by DBEs is required to be sufficient to fulfill the stated goal, unless the Proposer shall demonstrate adequate good faith efforts as provided in III.C.2.c.

5. Award of Contract

MDC shall not award a contract to any Proposer which it determines fails to comply with the applicable requirements of these provisions. Nothing herein shall relieve any Proposer or any Contractor performing any work under the Contract from any of the terms, conditions or requirements of the Contract or modify the Owner's rights as reserved in the Contract Documents.

6. Procedures for Determination of Compliance

Provided the proposer shall have submitted completed forms and information required by Section III.C.1. of this Provision, and its proposal is otherwise responsive to the solicitation, and it is determined by MDC that no proposer with DBE Participation has offered a reasonable price who can demonstrate that it has made sufficient reasonable efforts to meet the DBE contract goal, the proposer who failed to obtain appropriate DBE Participation, but has the lowest reasonable price shall be provided an opportunity to participate in the proceedings set out in this Section III.C.3.

The Proposer's failure to submit completed forms and information as required can neither be cured by supplementary submittals and testimony at hearings, nor shall the non-responsiveness of the bid on account thereof be waived, negotiated or compromised. A proposer shall not be foreclosed from participating in the proceedings provided in this Section because the Disadvantaged Business Enterprise status, non-qualification or unavailability of a Contractor as shown in the bid submitted is questioned by the Compliance Monitor. Further, a Proposer shall not be foreclosed from said proceedings merely because the Compliance Monitor questions the reasonableness of the effort required by these Sections.

a. Investigation and Recommendation by Compliance Monitor.

In the event that the Proposer has not met the stated goals, and has submitted the good faith efforts extended by the Proposer to meet the stated goal, the Compliance Monitor may require that the Proposer meet with the Compliance Monitor at the Miami Dade Transit Agency, 111 N. W. First Street, Suite 910, Miami, FL 33128, phone 305/375-1962, or such other place as the Compliance Monitor may designate.

The purpose of this meeting shall be for the Compliance Monitor to consider whether to recommend that the proposer's proposal be determined to be in compliance with the requirements of this Provision or to recommend award not be made to the proposer. At this meeting the proposer has an opportunity to present information and arguments pertinent to its compliance with the applicable requirements. Upon request of the Compliance Monitor, the proposer shall produce in writing at this meeting the information required in III.C.2.c, including the following:

(1) A detailed statement of the efforts made to contact and negotiate with DBEs, including:

(a) the names, addresses and telephone numbers of DBEs who were contacted;

(b) a description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed; and

(c) a detailed statement of the reasons why additional prospective agreements with DBEs, if needed to meet the stated goal, were not reached;

(2) A detailed statement of the efforts made to select portions of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the stated goal;

(3) As to each DBE contacted but which the proposer considered to be not qualified, a detailed statement of the reasons for the proposer's conclusion;

(4) As to each DBE contacted but which the proposer considered to be unavailable, either

(a) a written statement from the DBE that it is unavailable, or

(b) a statement from the proposer that the DBE refused to give such written certification after reasonable request, and a detailed statement from the proposer of the reasons for the proposer's conclusion that the DBE was unavailable (the Statement may be used for this purpose where appropriate);

(5) Attendance at a pre-bid meeting, if any, scheduled by the proposer to inform DBEs of subcontracting opportunities under a given solicitation;

(6) Advertisements in general circulation media, trade association publications, and minority-focus media for at least 20 days before bids or proposals are due concerning subcontracting opportunities (if the interval between MDC advertising is so short that 20 days are not available, then publication for a shorter reasonable time is acceptable).

(7) Efforts made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by the proposer or MDC; and

(8) Written notification to DBEs that their interest in the contract is solicited.

The Compliance Monitor may require the proposer to produce such additional information as the Compliance Monitor deems appropriate and may obtain whatever other and further information from whatever other sources he deems appropriate.

Not later than fifteen (15) days after given notice of his initial meeting with the proposer, the Compliance Monitor shall make a written recommendation to the Contracting Officer which shall include a statement of the facts and reasons upon which it is based.

b. Determination by MDC. Following receipt of the Compliance Monitor's recommendation, the Contracting Officer shall send to the proposer a Notice of Opportunity to meet with the Contracting Officer, enclosing a copy of the Compliance Monitor's recommendation. Such Notice shall indicate the date, time and place at which the proposer may, if it so requests in writing, meet with the Contracting Officer and have an opportunity to present pertinent arguments and information relating to the recommendation by the Compliance Monitor regarding the proposer's compliance with this Provision. The Contracting Officer may request such further information from the proposer as it deems appropriate, and may rely upon any factual conclusion reported by the Compliance Monitor which is not contradicted by the proposer. The Contracting Officer may also conduct informal conferences, to which the proposer shall be invited, in which other parties invited by the Contracting Officer may offer information relevant to the issues on which its recommendation to the Board of County Commissioners will be based.

As soon as practicable, the Contracting Officer shall make a determination, in writing and setting forth the facts and reasons upon which it is based, whether the bid of such proposer complies with the requirements of this Provision or recommending to the Board that the Contract not be awarded to the proposer. A copy of such determination shall be sent to the proposer. Such determination shall not affect the power of the Board of County Commissioners to reject the proposer's proposal for any other reason or to take action on the recommendation of the Contracting Officer it deems appropriate.

c. Consideration of Other Bids. If MDC deems it advisable in the interests of expediting the award of the Contract, the procedures set forth in this Section III.C. may be carried out with respect to the bids of one or more additional proposers at the same or different times with each such proceeding to be separately conducted.

d. Failure of proposer to Participate. The proposer will be bound by proceedings under this Provision to which it has been given required notice without regard to its participation or lack of participation in them. Its lack of participation, upon receiving notices and requests pursuant to this Provision, shall not be grounds for reconsideration of any actions taken in the procedure.

6. Substitution of DBEs for those Listed in the Schedule for Participation

A proposer may change information required by this provision from that provided in its Schedule of Participation of DBE only when directed to do so by the Contracting Officer. The Contracting Officer may make such a direction if it determines in the course of any proceeding conducted pursuant to Section III.C.3., that

a. Although listed by a proposer in good faith, a Contractor appearing on the proposer's Schedule is not a DBE, is not qualified or is unavailable and that

b. If the work scheduled to be performed by said Contractor or its equivalent is not performed by a DBE, the proposer will not achieve the level of participation listed on its Schedule.

Upon receiving such a direction, the proposer shall make every reasonable effort to replace a contractor listed in its Schedule with a qualified DBE to perform, for not less than the lesser of the same price or the price necessary to achieve the level of participation listed in its Schedule, the same work or other work not appearing on the Schedule included with its bid or proposal submission. For the purpose of determining the proposer's compliance with this Provision, the revised list of DBEs shall be considered. However, a failure by a proposer to make the efforts required by the preceding paragraph prior to Contract award shall be grounds for a determination by the Board of County Commissioners that the contract not be awarded to the proposer. If a proposer is awarded the Contract and it fails to make such efforts upon notice by MDC, MDC shall subject the proposer to sanctions as provided in Section III.D.4.

D. REQUIREMENTS AND PROCEDURES SUBSEQUENT TO CONTRACT AWARD

1. Proposal, Execution, and Compliance with Subcontracts

a. The successful proposer/contractor shall enter into subcontracts corresponding in all respects to the proposed agreements listed on the contractor's Schedule for Participation by DBEs included in its bid or proposal with substitutions authorized under this Provision. The contractor shall enter into each such approved subcontract and shall thereafter neither terminate any such subcontract nor reduce the scope of the work to be performed by, or decrease the price to be paid to, the DBE thereunder without in each instance the prior written approval of the Contracting Officer.

b. In addition to the requirement in paragraph (a) above, Section III (D) (1), no DBE subcontractor should subcontract any part of its contract without prior written consent from the Contracting Officer.

c. MDC retains the right to approve or disapprove any subcontract with a DBE proposed under this Provision for the same reasons and in the same manner that MDC may approve or disapprove any other subcontract proposed to it. If MDC disapproves a subcontract required to be proposed under this Provision for reasons relating to its form, the contractor shall propose for approval another subcontract with the same DBE, for the same work and at the same price, in a form acceptable to MDC. If MDC disapproves a subcontract required to be proposed under this Provision for any other reason, the contractor shall be excused from proposing that subcontract and shall be subject to the provisions of Section III.D.2 below.

2. Substitution of Subcontractors

a. Excuse from Entering Subcontracts.

If prior to execution of a subcontract required by this Provision, the contractor submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of award of the Contract, a DBE which is to enter into such subcontract has become not Qualified, or that the DBE has unreasonably refused to execute the subcontract, the contractor shall be excused from executing such subcontract.

b. Rightful Termination of Subcontracts.

If, after execution of a subcontract required by this Provision, the contractor submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of execution of such subcontract, a DBE which entered into such subcontract has become not Qualified or has committed and failed to remedy a material breach of the subcontract, the contractor shall be entitled to exercise such rights as may be available to it to terminate the subcontract.

c. Determination of Excuse of Rightful Termination.

If the contractor at any time submits a written request to the Contracting Officer under the provisions of either Section III.D.1. or Section III.D.2., the Contracting Officer, as soon as practicable, shall determine whether the contractor has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the contractor upon notice, an opportunity to present pertinent information and arguments.

d. Alternative Subcontracts.

If the contractor is excused from proposing a subcontract under Section III.D.1. or from executing a subcontract under Section III.D.2.a., or rightfully terminates a subcontract under Section III.D.2.b. and without such subcontract the contractor will not achieve the stated level of DBE participation on which the contract was awarded, the contractor shall make every reasonable effort to propose and enter into an alternative subcontract or subcontracts for the same work to be performed by another Qualified DBE or Contractors for a contract price or prices totaling not less than the contract price under the excused or terminated subcontract, less all amounts previously paid thereunder. The contractor shall be deemed to satisfy the requirements of this Section III.D.2.d. if:

(1) it shall propose and enter each such alternative subcontract for the same work; or

(2) it demonstrates to the satisfaction of the Contracting Officer that it has made every reasonable effort to contact and negotiate with DBEs in

an attempt to subcontract such work, but that it was unable to subcontract the work because DBEs were

(a) not Qualified;

(b) Unavailable; or

(c) although Qualified and not Unavailable, unwilling or unable to propose a price for such work equal to or less than the greater of the price originally scheduled for such work (less all amounts previously paid therefor), or the price stated in another bona fide proposal, of which such DBEs had knowledge, submitted by another contractor to which the contractor proposes to subcontract such work; or

(3) it shall propose and enter into subcontracts with another qualified DBE or Contractors, for prices totaling the price originally scheduled for such work (less all amounts previously paid therefor) for the performance of other work not included in its Schedule as it may be modified according to this Provision.

In any situation covered by this Section III.D.2., the Compliance Monitor shall promptly meet with the contractor and provide it an opportunity to demonstrate compliance with these requirements. The Compliance Monitor shall, as promptly as practicable, recommend to the Contracting Officer whether the contractor should be determined to be in compliance with these requirements.

The Compliance Monitor may require the contractor to produce such information as the Compliance Monitor deems appropriate and may obtain whatever other and further information from whatever sources the Compliance Monitor deems appropriate. A copy of the Compliance Monitor's recommendation shall be promptly hand delivered or sent by registered mail to the contractor. The Compliance Monitor shall not make his recommendation under this paragraph without giving the contractor notice and an opportunity to present pertinent information and arguments. MDC will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five (5) calendar days from the contractor's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, as he in his discretion may determine, will reply to the contractor's written objection within ten (10) working days of receipt of these objections.

3. Continued Compliance - MDC shall monitor the compliance of the contractor with the requirements of this Provision during the course of the work to be performed under the Contract. The contractor shall permit MDC to have access to the job site and to necessary records, and to examine such information as appropriate for the purpose of investigating and determining compliance with this Provision, including, but not limited to, manning tables, records of expenditures, change orders, observations at the job site,

and contracts between the contractor and other parties entered into during the life of the Contract.

Sanctions for Violations

If at any time MDC has reason to believe that the contractor is in violation of its obligations under this Provision, or has otherwise failed to comply with this Provision, MDC may, in addition to pursuing any other available legal remedy, commence proceedings to impose sanctions on the contractor. Such sanctions may include, but are not limited to, one or more of the following:

a. The suspension of any payment or part thereof due the contractor until such time as the issues concerning the contractor's compliance are resolved;

b. The termination or cancellation of the Contract in whole or in part unless the contractor is able to demonstrate within a reasonable time its compliance with the terms of this Provision; and

c. The denial to the contractor of the right to participate in any further contracts awarded by MDC for a period of not longer than three (3) years. No such sanction shall be imposed by MDC upon the contractor except pursuant to a hearing conducted by the Contracting Officer.

5. DBE Reporting Requirements.

The Contractor shall submit monthly utilization reports of payments made to all subcontractors, including DBEs in this project.

a. Monthly Reports

Within 15 days of the end of the month which the report is for, the contractor shall submit monthly reports of payments made to all its subcontractors, accompanied by proof of payments made only to its DBEs, pursuant to the schedule outlined on the Monthly Utilization Report. Such proof of payments may be copies of canceled checks to and/or signed affidavits from the subcontractors, affirming receipt of specific payments.

6. Prompt Payment.

Pursuant to 49 CFR part 26.29 and 26.37, prime contractors shall pay subcontractors, including DBE'S, for satisfactory performance of their contracts no later than 30 calendar days after the date on which the payment request or a proper invoice is stamped received. Further, the prime contractor will return retainage payments to the subcontractor, including DBE firms, within 30 days of the subcontractor's satisfactory completion of work.

(2) The following correct information constitutes a proper invoice and is required as payment documentation:

a. Name of Subcontractor;

b. Invoice date;

c. Invoicing period;

d. MDT Contract number;

e. Subcontractor's invoice number; account number; and/or any other identifying number agreed by contract;

f. Description and nature of work completed;

g. Taxpayer Identification Number (TIN);

h. Bank Information; and/or EFT and Financial EDI Statements

i. Contact person's name, title and Telephone Number.

j. Other substantiating documentation, information required by contract.

(3) An invoice shall be deemed to be received on the receipt date stamped on the invoice by the contractor. If the contractor fails to annotate the invoice with a date of receipt, the date placed on the invoice by the subcontractor shall control.

(4) The Prime Contractor shall make timely payment on a payment request or invoice without regard as to whether MDT has tendered payment and/or reimbursement to the Prime contractor.

(5) The prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed, and upon which a payment request or proper invoice was submitted and received. Nothing herein shall prohibit a prime contractor or subcontractor from disputing, pursuant to the terms of the contract, all or any portion of a payment alleged to be due to another party.

(6) In the event of a payment dispute, the contractor and subcontractor may withhold the disputed portion of any such payment, if the contractor, or subcontractor notifies the party whose payment is disputed, in writing, of the amount in dispute and the actions required to cure the dispute. The undisputed portion shall be paid timely.

(7) The Prime and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payments disputes, including but not limited to mediation, arbitration and/or an MDT's Ombudsperson.

(8) In cases of disputes, proceedings to resolve the dispute shall be commenced not later than 20 days after the date on which the payment request or proper invoice was received by the contractor and shall be concluded by final decision not later than 30 days after the date on which the payment request or proper invoice was received by the contractor. Such procedures shall not be subject to chapter 120, and such procedures shall not constitute an administrative proceeding which prohibits a court from deciding de novo any action arising out

of the dispute. If the dispute is resolved in favor of the Prime Contractor, then interest charges shall begin to accrue 15 days after the final decision. If the dispute is resolved in favor of the subcontractor, then interest shall begin to accrue as of the original date the payment became due.

(9) The prime contractor may reject a payment request or invoice within 10 business days after the date on which the payment request or invoice is stamped as received. The rejection must be written and must specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper.

(10) If a payment request or an invoice is rejected under subsection (9) and the subcontractor submits a corrected payment request or invoice which corrects the deficiency specified in writing by the prime, the corrected payment request or invoice must be paid or rejected on the later of Ten (10) business days after the date the corrected payment request or invoice was stamped as received.

(11) All payments due under this section and not made within the period specified by this section shall bear interest at the rate of 1.5% per month, or the rate specified by contract whichever is greater.

(12) Late payment interest penalties shall be paid without regard to whether the subcontractor has requested payment of such penalty, and shall be accompanied by a notice stating the amount of the interest penalty, the number of day late and the rate used. Interest payment of less than one dollar need not be paid. In the event of a dispute, interest penalties under this clause will not continue to accrue.

(13) The Prime and subcontractor in their business judgment and of their own volition may negotiate reasonable cash discounts, or any other means of payment reduction for early payments, if the parties can agree to mutually advantageous terms.

(14) A provision in an agreement between a subcontractor and a contractor is void and unenforceable to the extent that it purports to waive or preclude the rights, remedies, or requirements set forth in this subsection; or that it purports to limit it or preclude any liability of the prime contractor to the subcontractor or of the subcontractor to the contractor, arising under this subsection.

9APPENDIX OF FORMS

CERTIFICATION OF ASSURANCE FORM
DBE CONTRACTOR IDENTFICATION STATEMENT
PRIME AND SUBCONTRACTORS INFORMATION FORM
LETTER OF CERTIFICATION
SCHEDULE FOR PARTICIPATION
LETTER OF INTENT FROM DBE SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT
SUBCONTRACTORS MONTHLY PROGRESS REPORT
AFFIDAVIT OF NO CHANGE

MIAMI-DADE COUNTY

MIAMI-DADE TRANSIT

REQUEST FOR PROPOSALS

CERTIFICATION OF ASSURANCE FORM

The undersigned hereby gives assurance to Miami-Dade County of having identified certified Disadvantaged Business Enterprise firm(s). The undersigned assures it will meet or exceed the _____% DBE goal as stated in the solicitation document.

_____ _____

Authorized Signature Print Name

_____ _____

Title Date

_____

Name of Company

DBE CONTRACTOR IDENTIFICATION STATEMENT
ALL FIELDS ARE REQUIRED

1) Name of DBE Contractor _____

2) Year business established _____

3) Address and telephone number _____

_____

4) DBE Type: Women_____ Black_____ Hispanic_____ Other (specify) _____

All DBEs must show ownership percentage by gender-- Male_____% Female _____%

5) Name of principal officer _____

6) Principal type of work _____

7) Name of persons involved in management of firm and positions held:

	NAME	RACE	SEX	POSITION/TITLE
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
D.	_____	_____	_____	_____
E.	_____	_____	_____	_____

If additional space is needed, please use another sheet.

8) For a Corporation or Professional Association (PA): Identify those who own five percent or more of the firm's stock or five percent or more share of a Professional Association.

NAME	RACE	SEX	OWNERSHIP PERCENTAGE	YEARS OF OWNERSHIP	VOTING PERCENTAGE
A. _____	_____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____	_____

If additional space is needed, please use another sheet. (Continued on Page 2)

DBE CONTRACTOR IDENTIFICATION STATEMENT

MDT DBE Participation Program

9) For a Proprietorship, indicate the DBE status and gender of the proprietor:

Black Male _____ Black Female _____ Hispanic Male _____ Hispanic Female _____

Other Male (Specify) _____ Other Female (Specify) _____

10) Does the firm have an 8(a) Certification issued by the Small Business Administration under Section 8(a) of the Small Business Act as amended (15 U.S.C. 637 (a)?

NO _____ YES _____ Certified as an 8(a) Contractor (date) _____

11) Date certified as a DBE _____ Cert. No._____ Expires _____

12) The undersigned agrees to provide other relevant information concerning ownership and control if requested to do so by MDC or its representative.

_____ _____

Signature of Official of DBE Company Title of Official

_____

Date

PRIME AND SUBCONTRACTORS INFORMATION FORM

INSTRUCTIONS: Prime must complete a form for itself and must provide a form for each firm which was contracted as a potential subcontractor. An authorized representative of each firm must complete and sign this affidavit.

BIDDER INFORMATION

Firm Name _____ F.E.I.N.* _____

Street _____ Suite No. _____

City _____ State _____ Zip Code _____

Prime Bidder? Yes _____ No _____ If No, enter name of Prime _____

Year Founded _____ Annual Gross Receipts: Under $500k _____ Over $500k _____

Phone No. _____ FAX No. _____ Email _____

SPECIALTY

USE APPROPRIATE TWO-DIGITS SBA STANDARD INDUSTRIAL CLASSIFICATION CODE (SIC):

Construction: Building--SIC 15 _____ Heavy--SIC 16 _____ Specialty Trades--SIC 87 _____

Professional Services (Architectural, Engineering, Accounting, etc.) SIC 87 _____

Goods, Equipment and Non-professional Services _____

MIAMI-DADE COUNTY CERTIFIED DBE:

Certificate Anniversary Date: ___/___/_____ Ethnicity _____ Gender _____

AFFIDAVIT

I certify that I am an authorized representative of above named firm.

Signature	Print Name	Title	Date

For MDC Use Only:

Was the subject bid awarded to this bidder? Yes _____ No _____

Bid Description: _____ Bid No. _____

Percentage of DBE Goal _____ %

MIAMI-DADE COUNTY

DBE AFFIDAVIT OF NO CHANGE

I, _____, swear[1] (or affirm) that there have been no changes in (name of firm) _____ circumstances affecting its ability to meet the size, disadvantaged status, ownership, or control requirements of 49 CFR Part 26 and 13 CFR Part 121. I swear (or affirm) there have been no material changes in the information provided with (name of firm)_____ application for certification, except for any changes about which I have provided written notice to Miami-Dade County, pursuant to 49 CFR § 26.83(I).

I swear that I am socially disadvantaged because I have been subjected to racial or ethnic prejudice or cultural bias, or have suffered the effects of discrimination, because of my identity as a member of one or more of the groups identified in 49 CFR § 26.5, without regard to my individual qualities. I further swear (or affirm) that my personal net worth does not exceed $750,000.00, and that I am economically disadvantaged because my ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially and economically disadvantaged.

I specifically swear (name of firm) _____ continues to meet the Small Business Administration (SBA) business size criteria and the overall gross receipts cap of 49 CFR Part 26 and (name of firm) _____'s average annual gross receipts (as defined by SBA rules) over the previous three fiscal years do not exceed $16.6 million. I will provide size and gross receipts documentation to support this affidavit, immediately upon Miami-Dade County's request.

*Signature*_____ *Date* _____

On this___ day of_____, 20__, before me appeared (name)_____, to me personally known, who, being duly sworn, did execute the foregoing affidavit and did state that he or she was properly authorized by (name of firm) _____, to execute the affidavit and did so as his or her free act and deed.

(SEAL/STAMP)

Notary Public _____ Commission Expires _____

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment or both.

SCHEDULE FOR PARTICIPATION

Instructions for Contractors: List your DBE firms and sign.

DBE FIRM (1):

Name _____

Type of Work to Be Performed: _____

Percentage and Dollar Amount of Total Bid Committed : _____% $ _____

Proposed Commencement Date:_____ Proposed Completion Date: _____

DBE Firm (2):

Name _____

Type of Work to Be Performed: _____

Percentage and Dollar Amount of Total Bid Committed : _____% $ _____

Proposed Commencement Date:_____ Proposed Completion Date: _____

DBE Firm (3):

Name _____

Type of Work to Be Performed: _____

Percentage and Dollar Amount of Total Bid Committed : _____% $ _____

Proposed Commencement Date:_____ Proposed Completion Date: _____

DBE Firm (4):

Name _____

Type of Work to Be Performed : _____

Percentage and Dollar Amount of Total Bid Committed: _____% $_____

Proposed Commencement Date:_____ Proposed Completion Date:_____

Under penalty of perjury of the laws of the United States, the undersigned certifies that it is committed to hire the above firms to do the work listed above on project _____, as part of it obligations under said project, and agrees to make the DBE & EEO Requirements of said project part of any tier of its subcontracts. The undersigned also certifies that the DBE listed on this Schedule are certified in the work categories in which they are being proposed to perform and that the Contractor has included language in its subcontracts to ensure that its DBE remain compliant with 49 CFR part 26, specifically Subpart 26.83(j).

_____ _____ _____

Authorized Signature Print Name and Title Date

_____

Name of Contractor

LETTER OF INTENT FROM DBE SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

To: _____ and Miami-Dade County
(Name of Prime Contractor)

From: _____
(Name of DBE Firm)

The undersigned DBE is prepared to perform the following described services and/or supply the following described goods, in connection with the following project/contract for a total dollar amount of $_____ and certifies that, upon the execution of a contract with the Prime Contractor, it will not subcontract any part of such contract to any firm, at any tier, without obtaining prior written consent from Miami-Dade County, through the Prime Contractor; it further certifies that it has received from Prime Contractor a true copy of the Affirmative Action provisions, which must include the Davis Bacon requirements and wage determinations, if applicable.

The undersigned also certifies that the undersigned's Disadvantage Business Enterprise certification was issued to perform the specific types of work listed below. The undersigned further certifies that as of the date of this letter, the undersigned is compliant with all the requirements of 49 CFR part 26, specifically Subpart 26.83(j). The undersigned further certifies that the undersigned has submitted an Affidavit of Continuing Eligibility to its certifying agency with the last 12 months.

Prime Contractor _____

Project Name_____

DBE ASSIGNMENTS:

Item No.	Work to be performed	Dollar Amount Per Bid Form
_____	_____	$_____
_____	_____	$_____
_____	_____	$_____

Item/Supply Description	Quantity	Dollar Amount
_____	_____	_____
_____	_____	_____

_____ Title_____
Authorized Signature

_____
Print Name Date

DBE FORMS (Rev. 5/2014)

MIAMI-DADE TRANSIT OFFICE OF CIVIL RIGHTS AND LABOR RELATIONS DBE PROGRAM

MONTHLY PROGRESS REPORT

Report Period:

CONTRACT NUMBER _____ PROJECT NAME _____

CONTRACTOR NAME _____ CONTRACT AMOUNT $ _____

DBE GOAL _____ % DBE GOAL TO DATE _____ %

PAID TO PRIME CONTRACTOR THIS MONTH $ _____ TOTAL TO DATE: $ _____

DBE FIRMS	SEX	ETHNIC	TYPE OF WORK/SERVICE	MONTHLY PAYMENT	PAYMENT TO DATE	CONTRACT AMOUNT

PAYMENTS TO NON-DBES	TYPE OF work/SERVICE	MONTHLY PAYMENT	PAYMENT TO DATE	CONTRACT AMOUNT

I certify that the above information is true and accurate to the best of my knowledge and understand that if I misrepresent or falsify such information, I may be subject to civil and or criminal prosecution under Title 18 United State Code Section 1001.

Authorized Signature | Print Name and Title | Date

Exhibit B

MIAMI-DADE COUNTY, FLORIDA

RESPONSIBLE WAGES AND BENEFITS
SECTION 2-11.16 OF THE CODE OF MIAMI-DADE COUNTY

SUPPLEMENTAL GENERAL CONDITIONS

WAGES AND BENEFITS SCHEDULE

Construction Type: **BUILDING**

Building Construction generally is the construction of sheltered enclosures with walk-in access or for the purpose of housing persons, machinery, equipment or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade.

Note: Where multiple construction is "incidental" in function, the construction is considered a part of the building project for wage determination purposes.

NOTICE TO EMPLOYEES

FAIR WAGE AFFIDAVIT

PAYROLL FORM
(For Contractors Optional Use)

2013

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RESPONSIBLE WAGES AND BENEFITS
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C. NOTICE TO EMPLOYEES
D. FAIR WAGE AFFIDAVIT
E. PAYROLL FORM

SUPPLEMENTAL GENERAL CONDITIONS TO BIDDERS

Bidders are advised that the provisions of §2-11.16 et seq., Code of Miami-Dade County, Responsible Wages on County Construction Contracts, will apply to any contract awarded pursuant to this bid. By submitting a bid under these provisions, a bidder agrees to comply with these provisions of the Code and to acknowledge awareness of the penalties for non-compliance. A copy of the Code may be obtained from the department issuing the specifications for this bid or online at http://www.municode.com/resources/gateway.asp?pid=10620&sid=9.

This Supplemental General Condition is organized with the following sections:

1. Minimum Wages; Fringe Benefits; Complaints, and Posting of Information.
2. Liability for Unpaid Wages; Liquidated Damages; Withholding
3. Payrolls, Basic Records and Reporting
4. Subcontracts
5. Complaints and Hearings; Contracts Termination and Debarment
6. Apprentices and Trainees

1. MINIMUM WAGES AND POSTING OF INFORMATION

A. Minimum Wages.

All employees working on the project must be paid the hourly rate and benefits listed in the Wages and Benefits Schedule. Payment to workers shall be made in the form of check, money order or direct deposit. Cash payments are not allowed. The rates paid shall be not less than those contained in the Wage and Benefits Schedule regardless of any contractual relationship that may exist between the contractor and the workers hired to perform under the contract. For any classification of workers, the hourly rate paid must equal the sum of the base rate and the fringe benefit rates listed for that classification in the Wage and Benefits Schedule. Paying below the base rate is not acceptable, even if the value of the fringe benefits exceed the value of the required contribution. Paying the base wage rate or above and making payments to legitimate fringe benefits providers on behalf of workers is acceptable.

Wages and benefits listed in the Wages and Benefits Schedule, previously revised every calendar quarter, will be reviewed and increased, if appropriate, once a year, on January 1st. The rates for wages and benefits to be paid for work performed under this contract and during each subsequent calendar year will be the rate in effect on January 1st of the year in which the work is performed.

B. Fringe Benefits.

The contractor, or any subcontractor under the contractor, may pay the base rate to the employee plus pay contributions to employee benefit plans; or, pay the base rate plus the benefit rate in the Wages and Benefits Schedule in the form of check, money order or direct deposit, but not cash. If the value of the fringe benefits is less than the hourly amount required in the wage schedule the difference must be paid to the employee. Payments made to health insurance companies for hospitalization and medical costs, to dental insurance companies for dental costs, retirement plans, and life insurance companies for life insurance are fringe benefits.

C. More than One Classification

Workers must be paid the appropriate base rate and fringe benefits on the Wages and Benefits Schedule for the classification of work actually being performed without regard to skill. Workers performing work in more than one classification may be paid at the rate listed for each classification for the time they worked; however, the employer's payrolls must accurately show the time spent in each classification in which work is performed. This does not apply to workers performing tasks that are incidental to the trade they are working in, such as handling materials they will be installing or cleaning up the worksite after they complete their work.

D. Davis-Bacon

For any class of worker that is NOT listed in the Wages and Benefits Schedule, the minimum wage rate is the "basic hourly rate of pay" (as defined in 29 C.F.R. § 5.24) and of the fringe benefits payments for hospitalization, medical, pension and life insurance for such class under the United States Secretary of Labor's applicable Davis-Bacon Wage Schedule in effect for Miami-Dade County. If you do not find a wage classification in the Wages and Benefits Schedule that describes the work actually being done, you must contact the Small Business Development before using a Davis-Bacon wage rate to pay workers. Questions concerning the comparability of worker classifications or the applicability of Davis-Bacon classifications will be determined by the County.

E. Complaints by Workers.

Any complaints of underpayment by the workers should be filed with:

Small Business Development, Business Affairs Division
Department of Regulatory and Economic Resources
111 N.W. 1st Street, 19th Floor, Miami, Florida 33128, (305) 375-3111

Neither the contractor, nor any subcontractor on the project, may terminate an employee performing work on the contract because of such employee's filing a complaint regarding underpayment of required wage rates.

F. Posting of Wages

The contractor and all subcontractors must permanently post the Wages and Benefits Schedule, together with a notice of the fines that may be assessed to the contractor or subcontractor, for failure to pay the required wage rates, at the site where the contract work is being performed in a prominent and accessible place where it can be easily seen by the workers. Failure to post the Wage and Benefits Schedule will be the basis of a violation.

2. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

A. Compliance by Bidders.

In the event of underpayment of the required wage rates, the contractor shall be liable to the underpaid employee for the amount of such underpayment. In addition, the contractor shall pay a penalty in accordance with the requirements of the Code and section 2B of below. Bidders must pay all back wages and penalties on previous contracts before being awarded a new contract.

B. Penalties

In addition to any under payment due to employees, contractors may be fined a penalty in an amount equal to 10% of the first underpayment; 20% of the amount of the second underpayment; for the third and successive underpayments, a penalty in an amount equal to 30% of the underpayment. A fourth violation will constitute a default of the contract and may be cause for a suspension or termination. If the required payments are not made within the specified period of time, the non-complying contractor and principal owners thereof shall be prohibited from bidding on or participating in County contracts for a period of three (3) years.

C. Withholding Contractor Payments.

The County may stop payment of monies to the contractor necessary to pay any wages that are required and any penalties owed by the contractor or subcontractor. The withheld monies shall be given to the employee only in accordance with the provisions of Section 5, "Complaints and Hearings; Contract Termination and Debarment".

3. PAYROLL; BASIC RECORDS; REPORTING

A. Payroll Records.

The contractor, and all subcontractors, must keep accurate written records, signed under oath as true and correct, showing payment of the required wages. These records must include the name, social security number of each worker, his or her address, correct classification, per hour rates of wages paid (including rates of contributions or costs anticipated for legitimate fringe benefits), and daily and weekly number of hours worked on this project. In addition, the contractor must submit a list of all subcontractors and the payrolls of each subcontractor that include the name, social security number, address and phone number, per hour rate for wages paid (including costs of legitimate fringe benefits), and the daily and weekly number of hours worked on this project. Contractors employing apprentices or trainees under approved programs shall keep records of the registration or apprenticeship programs, the certification of trainee programs, the registration of the apprentices and trainees, and wage rates as required by the applicable programs, in accordance with the provisions of Section 6 "Apprentices and Trainees".

B. Form.

The contractor shall submit all payrolls with each request for payment. Information submitted on U.S. Department of Labor form WH-347 or on a form acceptable to the County as its equivalent, and which is signed under oath, will satisfy these requirements.

C. Inspection of Records.

The contractor or subcontractor must make these records available for inspection and copying by an authorized representative of the County, and shall allow such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the reports or make the records on which they are based available, the County may, after written notice to the contractor, cause the stoppage of payments. Also, failure to submit the reports upon request or make the records available may be reason for debarment. The prime contractor is responsible for the submission of the information required and for the maintenance of records and provisions of access to same by all subcontractors.

4. SUBCONTRACTS

The contractor must insert into any subcontracts the clauses set forth in paragraphs 1 through 6 of this Supplemental General Conditions and also a clause reminding their subcontractors to include these paragraphs in any lower tier subcontract. The prime contractor will be responsible for compliance by all subcontractors and their lower tier subcontractors with the clauses set forth in paragraphs 1 through 6 of this Supplemental General Conditions. In the event of non-payment or underpayment of the required wages, the prime contractor shall be liable to the underpaid employees of the subcontractor for the amount of each underpayment.

5. COMPLAINTS AND HEARINGS; CONTRACT TERMINATION AND DEBARMENT

A. Complaints.

Upon receipt of a written complaint or identification of a violation pertaining to an employee wage underpayment of the required overall hourly rates, the County will notify the contractor or subcontractor employing said workers of the complaint/violation. The notice shall include a brief description of the said complaint/violation, the dollar amount that the contractor or subcontractor is liable for in back wages and fines, the required corrective action(s) to be taken and the due date for payment of back wages and fines or to request a compliance meeting. Failure to comply or request a compliance meeting within the due date specified (30 days, see Administrative Order 3-24) shall constitute a waiver of the contractor's or subcontractor's right to a compliance meeting, and that such waiver shall constitute an admission of the complaint/violation.

The County may withhold from the contractor so much accrued payments as may be considered necessary by the Contracting Officer to pay employees of the contractor or subcontractor under them for the performance of the contract work, the difference between the combined overall hourly wage rate and benefits required to be paid by the contractor to the employee on the work and the amounts received by such employee and to satisfy any fines outstanding where violations have been found. In the event of failure of such negotiations, the prime contractor may request the appointment of a hearing officer.

B. Hearings.

The Compliance Officer shall request the County Mayor or designee to appoint a Hearing Officer within fifteen (15) days of the time at which all means to resolve the complaint/violation have been exhausted. The County Mayor or designee shall attempt to appoint a hearing officer within thirty (30) days from the receipt of request.

Upon the appointment of a hearing officer the County will notify the contractor or subcontractor within five (5) days of the hearing date pertaining to said complaint. The County Mayor or designee will review the findings and recommendations of the hearing officer, and decide to accept or reject the recommendations of the Administrative Hearing Officer either with or without modifications.

C. Penalties.

If the County Mayor or designee determines that the contractor or subcontractor substantially or repeatedly failed to comply, the non-complying contractor or subcontractor and the principal owners thereof shall be prohibited from bidding or otherwise participating in County contracts for the construction, alteration and/or repair, including painting or decorating, of public buildings or public works for a period of three years. The County Mayor or designee may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Mayor or designee may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Mayor or designee may order debarment as described above.

A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract and may be grounds for termination of the contract, and for debarment.

6. APPRENTICES AND TRAINEES

A. Apprentices.

Apprentices will be permitted to work at less than the rate listed in the Wages and Benefits Schedule for the work they perform when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau, or if a person is employed in his or her first 90 days probationary employment who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

The number of apprentices shall not be greater than the ratio listed in the Wages and Benefits Schedule. Any worker listed as an apprentice on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, must be paid not less than the wage on the Wages and Benefits Schedule for the classification of work actually performed.

B. Apprentice Ratio.

If the number of apprentices working on the project, is greater than the ratio permitted, the apprentices must be paid the journeyman wage rate on the Wages and Benefits Schedule for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in the percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at least the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable schedule.

C. Apprentice Fringe Benefits.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable apprentice classification; fringe benefits shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a state apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is provided.

D. Trainees

The rules for trainees are similar to those of apprentices. Except as provided in 29 C.F.R. § 5.16, trainees cannot work for less than the predetermined rate listed in the Wages and Benefits Schedule unless they are registered in a program certified by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site must not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees must be paid fringe benefits in accordance with the Trainee Program. If the Trainee Program does not specify fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the administrator of the wage and hour division determines that the rate is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination, which provides for less than the full fringe benefits for apprentices.

E. Summary of Apprentices and Trainees.

Any worker who is not registered in a training plan approved by the Employment and Training Administration must be paid not less than the wage rate on the Wages and Benefits Schedule for the work actually performed without regard to skill. In addition, if the number of apprentices and trainees is in excess of the ratio permitted under the registered program, then the wages that must be paid are those listed on the Wages and Benefits Schedule for the work actually performed by the apprentices or trainees. If the Employment and Training Administration cancels approval of an apprenticeship or training program, the contractor will no longer be permitted to pay the trainees or apprenticeship rate.

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TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
BRICKLAYERS & ALLIED CRAFTSMEN				
Mechanics	$ 20.00	$ 2.15	$ 3.40	$ 25.55
Tile Finishers	15.00	2.15	3.40	20.55
Tile and Marble Helpers	13.00	2.15	3.40	18.55
Material Support & Clean Up Personnel (2)	10.00	2.15	3.40	15.55
Working Foreman	21.00	2.15	3.40	26.55
General Foreman	23.10	2.15	3.40	28.65
Industrial Rates	23.00	2.15	3.40	28.55
Refractory Rates	23.00	2.15	3.40	28.55
Apprentices:				
1st 6 month period	$ 12.00	$ 2.15	$ 3.40	$ 17.55
2nd 6 month period	14.00	2.15	3.40	19.55
3rd 6 month period	16.00	2.15	3.40	21.55
4th 6 month period	17.00	2.15	3.40	22.55
5th 6 month period	18.00	2.15	3.40	23.55
6th 6 month period	19.00	2.15	3.40	24.55

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) This classification may only be used for personnel working with Bricklayers.

Scope of work under this trade includes but is not be limited to: all work performed in the trade of brick, stone, artificial, cement and marble masonry, plastering, marble, mosaic, terrazzo work, tile layer's work, cement or concrete block laying and pointing, caulking, grouting and cleaning of the material used in this work, together with any and all materials, natural or artificial, rough or cultured; whether quarried, manufactured or any substitute or replacement thereof regardless of the method or manner of installation; precast erectors, pool specialist and roof deck applicators. Also includes the caulking of window frames encased in masonry on brick, stone or cement structure including all grinding and cutting out on such work. All cork installation and substitute thereof, where cement or other plastic materials are used, when such cork is installed in floors, wall, partitions, roofs and ceiling, including cutting of closures to fill out corners.

APPRENTICE RATIO: One (1) Apprentice to three (3) Journeymen

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TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
CARPENTERS				
Journeymen	$ 22.20	$ 4.22	$ 1.80	$ 28.22
Foremen (5 or more workers)	23.98	4.22	1.80	30.00
Foremen (12 or more workers)	24.86	4.22	1.80	30.88
General Foreman	25.75	4.22	1.80	31.77
Apprentices:				
1st 6 month period	$ 13.76	$ 4.22	$ 1.80	$ 19.78
2nd 6 month period	14.87	4.22	1.80	20.89
3rd 6 month period	15.98	4.22	1.80	21.00
4th 6 month period	17.09	4.22	1.80	23.11
5th 6 month period	18.20	4.22	1.80	24.22
6th 6 month period	19.31	4.22	1.80	25.33
7th 6 month period	20.42	4.22	1.80	26.44
8th 6 month period	21.53	4.22	1.80	27.55

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

Scope of work under this trade includes but is not be limited to: the erection of all Ceiling Materials, all types of component parts of all types of Ceiling, and all Grid Systems regardless of their material or composition or method of manner of installation, attachment or connection; cross furring, stiffeners, braces, all bars regardless of material or method of attachment; all integrated gypsum wallboard ceiling heat panels, all radiant heat ceiling backing, taping and finishing, all maintees, all cross tees, all splines, all wall and ceiling angles or moldings, all backing board and insulation and all finish ceilings materials, regardless of method of manner of installation; and all layout work, including the use of level, transit laser, and any other instrument or tool in use or adaptable to the work herein.

All work in connection with installation, erection, taping and finishing, application of gypsum board and of all drywall materials, regardless of composition, and regardless of the method of manner of their installation, attachment or connection, including but not limited to all floor and ceiling runners, installation and preparation of flooring and floor covering and flooring products (inclusive of vinyl, ceramics, recessed/computer flooring) studs, stiffeners, cross bracing, fire blocking, resilient channels, furring channels, metal doorbucks, and metal window frames, movable partitions, regardless of composition and accessories, the handling of all these items regardless of the packaging or protection used; backing board of all systems (including but not limited to thin coat and other finished systems); fireproofing of beams, and columns and chases (except sprayed on); rigid, sound and thermal insulation materials, also insulation used for the purposes, but not limited to fireproofing, soundproofing, thermal, etc.; preparation of all openings for lighting, air vents or other purposes.

All work connected with the handling, cutting, fitting and installation of gypsum board, to be used as insulation and/or as fire retardant on field-assembled insulated metal panels. All work in connection with the handling, cutting, fitting, and installation of gypsum board which may be used for supply duct, shaft walls, exhaust duct and bathroom ventilation rises (including metal framing and grills), and regardless of the purpose, type or method or manner of installation, attachment or connection (free standing or connected); all layout work including the use of the level, transit, laser and any other instrument or tool in use or adaptable to the work.

All work in connection with the installation and erection of all temporary protection, dust proof partitions and enclosures.

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CARPENTERS - Continued

Installation and attachment of the miscellaneous iron and steel that penetrates the drywall or acoustical materials and serves as a support system pertaining to any work normally performed by Carpenters. The installation, fastening, and connection of all types interior or exterior fixtures, light iron and metal studs, interior and exterior light gauge steel, framing and all types of furring, regardless of composition, erected to receive gypsum (plain, vinyl/covered, sheet lead lined), walls, partitions, ceiling heat panels, backing boards, or acoustical materials.

Prefabrication or construction of forms for footing or foundations buildings, structures of all descriptions, whether made of wood, metal, plastic or any other type of material, the erecting of structural parts of a building, or structure made of wood or any substitute such as plastics or composition materials, that puts together roofs, partitions, fabricates or erects forms for decking or other structural parts of a building, or any structure, and dismantling of all forms. All framing in connection with the setting of metal columns. The settings of all forms, centers and bulkheads, the fabrication and setting of screeds and stakes for concrete and mastic floors where the screed is notched or fitted or made up of more than one. The making and setting of all forms used in concrete work.

Carpet work to include delivery of flooring material, final preparation of floors, and clean up of debris.

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DRYWALL FINISHERS				
Drywall (Hand Tools)	$ 19.00	$ 4.30	$ 3.40	$ 26.70
Drywall (Bazooka, Box)	20.00	4.30	3.40	$ 27.70
Apprentices:				
1st 6 months	$ 12.35	$ 4.30	$ 3.40	$ 20.05
2nd 6 months	13.30	4.30	3.40	21.00
3rd 6 months	14.25	4.30	3.40	21.95
4th 6 months	15.20	4.30	3.40	22.90
5th 6 months	16.15	4.30	3.40	23.85
6th 6 months	17.10	4.30	3.40	24.80
7th and 8th 6 months	18.05	4.30	3.40	25.75

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - https://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

Per Hour Premiums:
$1.00 Chargeperson working up to 5 employees
$1.50 Chargeperson working 6 or more employees
$1.00 General Foreman above highest paid chargeperson.

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

Scope of work under this trade includes but is not be limited to: the preparation or leveling of any surface or substrate which is to receive a coating, finishing and/or wall covering; this will include, but not be limited to, all levels of finishing and/or spackling of all surfaces, including gypsum wallboard taping and finishing, fire taping and all fire stopping systems, glaze coatings, skim coating or any other finishing system, spotting of nails, finishing of corner beads/flex beads. Patching and sanding is within the system of preparing surface for finishes. All stucco and dryvit systems.

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ELECTRICAL WORKERS				
Electrical rates listed on this schedule are based on the total value of the electrical work of the project which cannot be broken down into smaller projects/contracts to avoid payment of the established wages.				
LESS THAN $2 MILLION (Electrical portion of Contract)				
Journeymen:				
Wiremen	$ 27.15	$ 5.45	$ 3.53	$ 36.13
Cable Splicer	27.65	5.45	3.59	36.69
Welder	27.65	5.45	3.59	36.69
Foremen (2)	29.87	5.45	3.88	39.20
General Foremen (22 or more Journeymen)	32.58	5.45	4.24	42.27
OVER $2 MILLION (Electrical portion of Contract)				
Journeymen:				
Wiremen	$ 30.11	$ 5.45	$ 3.91	$ 39.47
Cable Splicers	30.61	5.45	3.98	40.04
Welders	30.61	5.45	3.98	40.04
Foremen (2)	33.12	5.45	4.31	42.88
General Foremen (22 or more Journeymen)	36.13	5.45	4.70	46.28
Apprentices:				
NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.				
First year	$ 14.39	$ 5.45	$ 1.87	$ 21.71
Second year	15.20	5.45	1.98	22.63
Third year	16.83	5.45	2.19	24.47
Fourth year	18.46	5.45	2.40	26.31
Fifth year	20.91	5.45	2.72	29.08

Add $1.00 per hour to the per hour wage rate for Journeymen working in high hazardous locations.

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) On any job where three (3) Journeyman are employed, one shall be designated foreman. One (1) additional Journeyman shall be designated foreman if there are 10-14 Journeyman, and one (1) additional for 15-21 Journeyman.

Scope of work under this trade includes but is not be limited to: installation, repair, alter, add or change any electrical wire fixtures, appliance, apparatus, raceways conduit or a part there of which generates, transmits, transforms or utilizes electrical energy in any form for heat, light, or power including the electrical installations within plants and sub-stations, traffic signalization, additionally, work of installing a low voltage fire alarm systems. The installation of structured cabling systems for transmission of voice, data and video signals.

APPRENTICE RATIO: Two (2) Apprentice to three (3) Journeymen

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ELECTRICAL WORKERS (ELECTRIC SIGN)				
Journeymen:				
Wireman	$ 25.25	$ 5.45	$ 2.78	$ 33.48
Foremen (2)	27.50	5.45	3.03	35.98
Apprentices:				
First year	$ 14.39	$ 5.45	$ 1.87	$ 21.71
Second year	15.20	5.45	1.98	22.63
Third year	16.83	5.45	2.19	24.47
Fourth year	18.46	5.45	2.40	26.31
Fifth year	20.91	5.45	2.72	29.08

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

Add $2.00 per hour to the per hour wage rate for Journeymen working in high hazardous locations.

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) On any job where seven (7) Journeyman are employed, one shall be designated foreman.

Scope of work under this trade includes but is not be limited to: installation, alteration, dismantling or removing of all Electrical signs or displays, whether luminous tube, receptacle, plastic or reflector type; the installation of all interior neon tubing for lighting or decorating all secondary conduit work, flashers, timers or other auxiliary equipment, also the steel structures for the support of signs or displays. In the event of billboards or displays not served from an existing building or group of buildings and which itself is an individual entity, having its own service and meter, all such service conduit meter and secondary conduit. Also covered is the service, maintenance and patrolling of all electrical equipment on signs, displays and tube lighting after they have been erected and in operation.

APPRENTICE RATIO: Two (2) Apprentice to three (3) Journeymen.

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ELEVATOR CONSTRUCTORS				
Elevator Construction Teams:				
Mechanics	$ 39.07	$ 11.88	$ 12.71	$ 63.66
Mechanic In Charge	43.95	11.88	12.71	68.54
Apprentices:				
NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.				
Probationary Apprentice/Helper (2)	$ 19.54	$ 11.88	$ 12.71	$ 44.12
First year	21.49	11.88	12.71	46.08
Second year	25.40	11.88	12.71	49.99
Third year	27.35	11.88	12.71	51.94
Fourth year	31.26	11.88	12.71	55.85

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) Probationary Apprentice/Helper receive health and pension after 1st 6 months.

~~APPRENTICE RATIO: One (1) Apprentice to one (1) Mechanic~~

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GLAZIERS, ARCHITECTURAL METAL & GLASS WORKERS (2)				
Journeymen Glazier (Commercial)	$ 22.00	$ 4.30	$ 3.45	$ 29.75
Foreman (4 to 10 employees)	23.00	4.30	3.45	30.75
Foreman (10 or more employees)	24.00	4.30	3.45	31.75
General Foreman	25.00	4.30	3.45	32.75
Apprentices:				
First Level	$ 14.30	$ 4.30	$ 0.30	$ 18.90
Second Level	15.40	4.30	0.30	20.00
Third Level	16.50	4.30	0.30	21.10
Fourth Level	17.60	4.30	0.30	22.20
Fifth Level	18.70	4.30	0.30	23.30
Sixth Level	19.80	4.30	0.30	24.40
Seventh Level	20.90	4.30	0.30	25.50

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

Scope of work under this trade includes but is not be limited to: (1) the installation, setting, cutting, preparing, fabricating, distributing, handling or removal of the following: art glass, prism glass, beveled glass, leaded glass, automotive glass, protection glass, plate glass, window glass, pre-glazed windows, mirrors of all types, wire glass, ribbed glass, ground glass, colored glass, figured glass, vitrolite glass, carrara glass, all types of opaque glass, glass chalk boards, structural glass, curtain wall systems, lovers, tempered and laminated glass, Thiokol, neoprene, all types of insulating glass units, all plastics or other similar materials when used in place of glass to be set or glazed in its final resting place with or without putty, vinyl, molding, rubber, lead, sealants, silicone and all types of mastics in wood, iron, aluminum, sheet metal or vinyl sash, skylights, doors, frames, stone wall cases, show cases, book cases, sideboards, partitions and fixtures;

(2) the installation of the above materials when in the shop or on the job site, either temporary or permanent, on or for any building in the course of repair, remodel, alteration, retrofit or construction;

(3) the installation and welding of all extruded, rolled or fabricated materials including, but not limited to all metals, plastic and vinyl, or materials that replace same, metal and vinyl tubes, mullions, metal facing materials, corrugated flat metals, aluminum panels, muntins, fascia, trim moldings, porcelain panels, architectural porcelain, plastic panels, unitized panels, skylights, showcase doors, all handrails and relative materials, including those in any or all types of building related to store front, door/window construction and curtain wall systems;

(4) the installation of automatic door entrances, door(s) and window(s) frame assemblers such as patio sliding or fixed doors, vented or fixed windows, shower doors, bathtub enclosures, storm sash where glass becomes an integral part of the finished product, including the maintenance of all the above;

(5) bevellers, silvers, scratch polishers, abrasive blasters, flat glass wheel cutting, miter cutters, engravers, hole drilling, machine operations, belt machines and all machines used in the processing of glass, automatic beveling, silvering, grinding, polishing, unpacking and racking of glass, packing glass, glass cleaners in shops, mirror cleaning, assembling, framing and fabrication and assembling of all insulated and non-insulated units, fabrication and mounting of mirrors and the operations of all machines and equipment for these operations;

(6) the selecting, cutting, preparing, designing, art painting, and installing of fused glass, thick facet glass in concrete and cementing of art glass, and the assembly and installing or removal of all art glass, engraving, drafting, etching, embossing, designing, abrasive blasting, chipping, glass bending, glass mosaic workers, cutters of all flat and bent glass; glass shade workers, and glaziers in lead or other glass-metals; the fabrication and distribution of all glass and glass-related products;

(7) any and all transportation, handling, unloading and loading of tools, equipment and materials.

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INSULATORS & ASBESTOS WORKERS				
Journeymen	$ 22.07	$ 5.25	$ 5.15	$ 32.47
Foremen (5 or more workers)	22.57	5.25	5.15	32.97
Gen. Foremen (15 or more workers)	23.57	5.25	5.15	33.97
Apprentices:				

NOTE: Apprentices will be permitted to work at those rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

First year	$ 13.90	$ 5.25	$ 5.15	$ 24.30
Second year	15.44	5.25	5.15	25.84
Third year	17.65	5.25	5.15	28.05
Fourth year	19.86	5.25	5.15	30.26

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

Scope of work under this trade includes but is not be limited to: the preparation, fabrication, application, alteration, erection, assembling molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing and/or weatherproofing of cold or hot thermal, insulation with such materials as may be specified when these materials are to be installed for thermal, fireproofing and acoustical purposes in voids, or to create voids, or on either piping, fittings, valves, boilers, ducts, flues, tanks, vats equipment, or on any cold or hot surfaces for the purpose of thermal control.

Preparation and application of all exterior material, excluding factory applied for the purpose of weatherproofing or protection, etc. This is also to include all labor connected with the handling and distribution of thermal insulation materials on the job premises and all other such work for the purpose of thermal control. All exterior material, excluding factory applied for the purpose of weatherproofing or protection, etc, shall be prepared and applied by the Asbestos Workers. This is also to include all labor connected with the handling and distribution of thermal insulation materials on the job premises.

It shall also includes fire stopping or fireproofing technicians, & apprentices engaged in the manufacture, fabrication, assembling, molding, handling, erection, spraying, pouring, mixing, hanging, preparation, application, adjusting, alteration, repairing, dismantling, reconditioning, testing, and maintenance of the following, when applied by machine or other application methods of all firestopping materials including, but not limited to: intumescent firestop sealant, intumescent firestop blocks, elastomeric firestop sealant, self-leveling firestop sealant, trowelable firestop compound, firestop collars, composite sheets, putty pads, fire containment pillows, wrap strips, putty sticks, firestop mortar, firestop mastic, refractory ceramic fiber blanket for kitchen exhaust and fire rated duct systems, or other materials used in connection with labor, and to include other fire protection materials such as boots and cable coatings which are connected with the handling or distribution of the above insulating materials, or the repair and maintenance of all equipment, on job premises.

The types of work shall include but not be limited to: top of wall, curtain wall, fire rated wall penetrations, grease ducts, stairwell pressurization systems, beam, column, and deck fireproofing, application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies in order to prevent the passage of fire, smoke, or other gases. The application include all components involved in creating the rated barrier at perimeter slab edges and cavities, the head of gypsum board or concrete walls, joins between rated wall or floor components, and sealing of penetrating items and blank openings.

APPRENTICE RATIO: One (1) Apprentice to two (2) Journeymen. A one (1) to one (1) ratio is permitted on overtime hours on job sites requiring the work of only two (2) men.

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IRONWORKERS				
Journeymen	$ 23.94	$ 3.65	$ 1.78	$ 29.37
Foreman (2)	25.94	3.65	1.78	31.37
General Foremen (2)	27.94	3.65	1.78	33.37
Apprentices:				
First 6 months (1000 Hrs)	$ 12.02	$ 0.75	$ -	$ 12.77
Second 6 months (1000 Hrs)	13.23	0.75	-	13.98
Third 6 months (1000 Hrs)	14.43	0.75	-	15.18
Fourth 6 months (1000 Hrs)	15.63	3.65	-	19.28
Fifth 6 months (1000 Hrs)	16.83	3.65	-	20.48
Sixth 6 months (1000 Hrs)	18.03	3.65	-	21.68
Seventh 6 months (1000 Hrs)	19.24	3.65	-	22.89
Eighth 6 months (1000 Hrs)	20.44	3.65	-	24.09

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

Per Hour Premiums:
Diving Pay add Journeyman wages plus $5.00

(1) Per hour health benefit includes hospitalization, medical and life insurance.

(2) Required when 2 or more Ironworkers are employed by one employer. When a crew exceeds 12 or more, another foreman is required. A General Foreman is required if three or more Ironworker Foreman are employed on a job.

Scope of work under this trade includes but is not be limited to: erection and installation of all bridges, structural, ornamental, reinforcing, and reinforcing ironwork; which includes but is not limited to the following: reinforcing steel (rebar), post tensioning (cables), structural steel and iron, miscellaneous steel and iron, stairs – joist – decking, curtains and window walls, storefronts – windows, metal doors (manual and electric), glass doors (manual and electric) glass slider doors, screens – fences, tilt walls – precast – stone, space frames – skylights, pre-engineered metal buildings, cladding covers (all types) column covers (all types), towers – cranes – hoists, standing seam metal roofs, handrails – rails (all types), rigging – welding, conveyors – erectors and maintenance, and glazing – caulking – sealants.

APPRENTICE RATIO: 33 1/3% of the work force may be Apprentices/Trainees

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LABORERS	****This classification cannot be used for unskilled employees performing work in other trades OR for employees in other trades that handle their own materials and/or must clean up after their work is performed. Employees must be paid in accordance with the type of work being performed without regard to skill.**			
Laborer Journeyman	$ 14.00	$ 2.50	$ 1.92	$ 18.42
Laborer I Journeyman (Industrial)	20.50	3.00	3.86	27.36
Laborer II Journeyman (Industrial)	21.00	3.00	3.86	27.86
Laborer III Journeyman (Industrial)	23.00	3.00	3.86	29.86
Apprentices:				
NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.				
1st 6 month period	$ 11.20	$ 2.50	$ 1.92	$ 15.62
2nd 6 month period	11.90	2.50	1.92	16.32
3rd 6 month period	12.60	2.50	1.92	17.02
4th 6 month period	13.30	2.50	1.92	17.72

Per Hour Premiums:

$1.00 Laborer Foreman

$1.50 Laborer General Foreman

$0.50 Mason and Plasterer Tenders, Concrete Placement-Patchmen and Finish Tenders, Scaffold Builders, Strippers and Wreckers, Electric and Air Hammers, Concrete Grinders, Saws, Coring Machines, Nozzle and Hopper and Mixers, Cutting Torch, Hydro Blasting, Chain Saw.

$2.50 Water Sewer and Storm Drain pipelayers, Asbestos Removal, Hazardous Waste and Lead Remediation

(1) Per hour health benefit includes hospitalization, medical and life insurance.

Scope of work under this trade includes tending masons, plasterers, carpenters and other building and construction crafts. Tending shall consist of preparation of materials and the handling and conveying of materials. Unloading, handling and distributing of all materials, fixtures, furnishings and appliances from point of delivery to point of installation. Cleaning and clearing of all debris. Ageing and curing of concrete, mortar and other materials.

Scaffolds - erection, planking and removal.

Excavations and Foundations, Site Preparation and Clearance, Transportation and Transmissions Lines - Excavation for building and all other construction, digging of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes, and irrigation trenches, canals and all handling filling and placing of sand bags connected therewith. All drilling, blasting and scaling on the site or along the right of way, as well as all access roads, reservoirs, including areas adjacent or pertinent to the construction site, installation of temporary lines. Preparation and compacting of roadbeds for highway construction and the preparation of trenches, footings, etc. for cross country transmission or underground lines or cables. On site preparation and right-of-way clearance, for construction of any structures or the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc.

Concrete, Bituminous Concrete and Aggregates - Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregates, whether done by hand or other process. Wrecking, stripping, dismantling and handling concrete forms and falsework. Placing of concrete or aggregates whether poured, pumped, gunnited, or placed by any other process. All vibrating, grinding, spreading, flowing, puddling, leveling and strike off of concrete aggregates by floating rodding or screeding, by hand or mechanical means prior to finishing. The filling and patching of voids, crevices etc. to correct defects in concrete.

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LABORERS - Continued	**This classification cannot be used for unskilled employees performing work in other trades OR for employees in other trades that handle their own materials and/or must clean up after their work is performed. Employees must be paid in accordance with the type of work being performed without regard to skill.			

Underpinning, Lagging, Bracing, Propping and Shoring; Drilling and Blasting; Signal Men; General Excavation and Grading; and Wrecking.

APPRENTICESHIP RATIO: One (1) Apprentice to three (3) Journeymen

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MILLWRIGHTS, MACHINERY ERECTORS & DIVERS (2)				
Journeymen Millwright	$ 28.93	$ 3.30	$ 6.55	$ 38.78
Per Hour Premiums:				
$2.00 Foreman (Required if 2 or more Millwrights on job; no Foreman shall supervise more than 10 Millwrights)				
$3.00 General Foreman (Required if more than one Foreman is required and can serve as a Crew Foreman.)				
Apprentices:				
NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education,. Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.				
1st 6 months	$ 17.36	$ 3.30	$ 6.55	$ 27.21
2nd 6 months	18.80	3.30	6.55	28.65
3rd 6 months	20.25	3.30	6.55	30.10
4th 6 months	21.70	3.30	6.55	31.55
5th 6 months	23.14	3.30	6.55	32.99
6th 6 months	24.59	3.30	6.55	34.44
7th 6 months	26.04	3.30	6.55	35.89
8th 6 months	27.48	3.30	6.55	37.33
Journeymen Divers (2)	$ 34.29	$ 3.30	$ 6.55	$ 44.14
Diver Foreman	37.29	3.30	6.55	47.14
Diver Foreman (11 or more workers)	39.29	3.30	6.55	49.14
Diver Tenders	31.29	3.30	6.55	41.14

(1) Per hour health benefit includes hospitalization, medical and life insurance.

(2) Diver classification applies to any Millwright that performs work beneath the water surface.

Scope of work under this trade includes but is not be limited to: Installation, assembly, and, when necessary, dismantling machinery in factories, power plants, and construction sites.

APPRENTICE RATIO: One (1) Apprentice to three (3) Journeymen

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OPERATING ENGINEERS				
Group I All Cranes Over 15 Tons Capacity Hoists, 2 & 3 drum only Utility Operator (Grouped Misc. Equipment)	$ 28.30	$ 4.00	$ 4.50	$ 36.80
Group I-A Cranes (w/CCO Certification)	$ 28.80	$ 4.00	$ 4.50	$ 37.30
Group I-B Oiler/Driver/Flagman	$ 20.25	$ 4.00	$ 4.50	$ 28.75
Group II Grader, Finish Drill Rig, Truck Mounted, Watson Class	$ 26.46	$ 4.00	$ 4.50	$ 34.96
Group III Concrete Pump, Truck Mounted Concrete Placing Booms Grader Dragline	$ 26.46	$ 4.00	$ 4.50	$ 34.96
Group IV Yard Crane Hydraulic Crane, Capacity 15 Ton and Under Dozer Drill Rig, Truck Mounted (Sterling Class) Gradall Front-End Loaders Backhoe-Loader Combination Track Hoe/Excavator Skid Steer/Bobcat Pavement Breakers Straddle Buggy/Travel Lift Trenching Machine Mechanic Welder	$ 21.25	$ 4.00	$ 4.50	$ 29.75
Group V Batching Plant Boring Machine Concrete Pump, Trailer Mounted Forklift Hoists (Electric, Hydraulic, Air) Personnel, Material, Tugger Inside Elevators, Temporary Only Spreading/Finishing Machine	$ 20.69	$ 4.00	$ 4.50	$ 29.19

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OPERATING ENGINEERS, Continued				
Group VI Compressor, Above 250 CFM Utility Operator Less than 6 pieces of Misc. Equipment and Misc. Trucks Pumps/Dewatering Systems (4"+) Roller Scraper Off-Road Trucks Tractors Welding Machines, 3 or More	$ 19.60	$ 4.00	$ 4.50	$ 28.10
Group VII Oiler, Crawler Crane Mechanic's Helper	$ 18.25	$ 4.00	$ 4.50	$ 26.75
Apprentices:				
1st 6 months	$ 11.74	$ 4.00	$ 4.50	$ 20.24
2nd 6 months	12.91	4.00	4.50	21.41
3rd 6 months	14.09	4.00	4.50	22.59
4th 6 months	15.26	4.00	4.50	23.76
5th 6 months	17.61	4.00	4.50	26.11
6th 6 months	19.96	4.00	4.50	28.46

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship , Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

APPRENTICE RATIO: Three (3) Apprentice to one (1) Journeymen. Apprentices must be under the supervision of a Journeyman.

(1) Per hour health benefit includes hospitalization, medical and life insurance.

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PAINTER/WALL COVERING INSTALLATIONS				
Painter - Commercial	$ 15.75	$ 3.00	$ 3.38	$ 22.13
Painter - Industrial	19.50	4.30	3.38	27.18
Apprentices:				
NOTE: *Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.flfloe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.*				
1st 6 months	$ 10.24	$ 3.00	$ 0.15	$ 13.39
2nd 6 months	11.03	3.00	0.15	14.18
3rd 6 months	11.81	3.00	0.15	14.96
4th 6 months	12.60	3.00	0.15	15.75
5th 6 months	13.39	3.00	0.15	16.54
6th 6 months	14.18	3.00	0.15	17.33
7th and 8th 6 months	14.96	3.00	0.15	18.11

Per Hour Premiums:
$1.00 Chargeperson working up to 5 employees
$1.50 Chargeperson working 6 or more employees
$1.00 General Foreman above highest paid chargeperson.

(1) Per hour health benefit includes hospitalization, medical and life insurance.

Scope of work under this trade includes but is not limited to: preparation, application and removal of all types of coatings and coating systems in relation to all painting, decorating, protective coatings, coating and staining of concrete floors and toppings, waterproofing, masonry restoration, fireproofing, fire retarding, metal polishing, refinishing, sealing, lining, fiber glassing, E-Glass fiberglass, carbon fiber, encapsulating, insulating, metallizing, flame spray, the application of Exterior Insulating Finishing Systems;

Each and all such applications, and similar or substitute applications, on all surfaces, interior and exterior, to include, but not to be limited to: residences; buildings; structures; industrial, power, chemical and manufacturing plants; bridges; tanks; vats; pipes; stacks; light and high tension poles; parking, traffic and air strip lines; trucks; automobile and railroad cars; ships; aircraft; and all machinery and equipment;

Any and all material used in preparation, application or removal of any paint, coatings or applications, including, but not limited to: the handling and use of thinners, dryers, sealers, binders, pigments, primers, extenders, air and vapor barriers, emulsions, waxes, stains, mastics, plastics, enamels, acrylics, epoxies, epoxy injection and T-Lock welding, alkalis, sheet rubber, foams, seamless and tile-like coatings, etc.;

All preparation for and removal of any and all materials for finishes, such as deep cleaning, patching, all levels of finishing, taping/finishing skim coating, pointing, caulking, high pressure water, chemical and abrasive blasting, environmental blasting, wet/dry vacuum work, chemical stripping, scraping, air tooling, bleaching, steam cleaning, asbestos and lead abatement/removal; mold remediation and vapor barrier systems;

The inspection of all coatings and/or coating systems during their applications.

All material applied to walls or ceilings with adhesive, staples, tacks, by stretching or adhered by any other method, including all papers, vinyl, flexible woods, fabrics, borders, metals upholstered wall systems, the fabric covered panels made of plastic/wood or pre-finished products of micro fiberglass, etc., acrovin and various plastic wall coverings such as wainscot, caps, corner moldings and accessories;

Any and all preparation of walls and ceilings such as scraping or any methodology for removal of existing materials, including patching, leveling, skim coating and priming.

APPRENTICE RATIO: One (1) Apprentice to three (3) Journeymen

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PILEDRIVERS, BRIDGE CARPENTERS & DIVERS				
Journeymen Piledrivers and Bridge Carpenters	$ 23.20	$ 3.51	$ 5.10	$ 31.81
Foremen (10 or less workers)	25.70	3.51	5.10	34.31
Foremen (11 or more workers)	26.20	3.51	5.10	34.81
Journeymen Divers	$ 28.65	$ 3.51	$ 5.10	$ 37.26
Foremen (10 or less workers)	31.15	3.51	5.10	39.76
Foremen (11 or more workers)	31.65	3.51	5.10	40.26
Diver Tenders	23.20	3.51	5.10	31.81
Apprentices:				
1st year	$ 13.92	$ 3.51	$ 5.10	$ 22.53
2nd year	16.24	3.51	5.10	24.85
3rd year	18.56	3.51	5.10	27.17
4th year	20.88	3.51	5.10	29.49

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

Per Hour Premiums:
$0.50 Certified Welders

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

Scope of work under this trade includes but is not be limited to: all work historically related to piledrivers, welders, drillers, burners, riggers, divers, bridge, deck and wharf builders, signaling, and highway construction. Such work includes, but is not limited to, the following kinds, classes, or descriptions of work: fabricating, erecting, dismantling, unloading, moving, spotting, and handling of all piledriving equipment on the jobsite;

Jobsite moving and spotting of barges used in connection with piledriving work; anchoring, bolting, boom-tending, bracing, building, burning, capping, caulking, cutting, chipping of all types of piles, dismantling, drilling, erecting, fabricating, fitting, handling, lagging, loading, moving, plumbing, rafting, securing, signaling, spotting, welding, wrapping, and tying back, unloading and removing, all materials of any kind, make, shape or composition, whether prestressed or poststressed concrete, pipe, corrugated shell where power rigging is used, sand piles, sheet piles, auger cast type piling, wood, plastic, fiberglass, steel or any metal or synthetic which is used or installed in, or for, the building, construction, alteration, maintenance, or repair of wharfs, bridges, docks, piers, bulkheads, trestles, cofferdams, tunnels, seawalls, seawall caps, boardwalks deck, and temporary flotation devices;

Pilings used in retaining walls, reservoirs, ditches, canals, spillways, cuts, or in any place where retaining walls are used made of any kind of material, whether temporary or permanent; weights for piers, caissons, and test piles;

Foundation work, including all piling, whether cast-in-place, poured-in-place, driven, jetted, augered, pre-augered or placed, and all caisson, drilled shaft and vibro-flotation foundations;

The splicing, heading, placing of stringers for frame work, fabrication and placing of walling, spring fender lines of any material described above;

The driving, vibrating, jetting, sinking, or screwing of all metrials described above, whether by steam, pneumatic, hydraulic, electric, diesel, gravity, or vibratory hammer power; All other work in connection with drilling of any holes, shafts or caissons, for foundation work, spotting, aligning, monitoring, plumbing, and leveling of all drilling equipment whether the drilling is vertical, diagonal, on land or water, and is performed by equipment mounted on trucks, cranes, platforms or barges, or any other kind of mounted or self-contained water or land unit; and the handling, loading, unloading, changing, setting up, repairing, welding, or maintenance of the drilling equipment on the job site.

The fabrication and placing of all decking and guards on all docks, wharfs, and piers on the jobsite.

APPRENTICE RATIO: One (1) Apprentice to three (3) Journeymen.

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PIPEFITTERS, AIR CONDITIONING & REFRIGERATION				
R-4 UNLIMITED RESIDENTIAL AND LIGHT COMMERCIAL UP TO 10 TONS				
Journeymen	$ 18.30	$ 4.70	$ 1.00	$ 24.00
R-3 COMMERCIAL AC, REFRIGERATION, ICE MACHINES, SELF CONTAINED AND SPLIT SYSTEMS UP TO 50 TONS				
Journeymen	$ 21.63	$ 4.70	$ 3.55	$ 29.88
R-2 COMMERCIAL LIMITED, PIPING LIMITED, ALL AC REFRIGERATION, PIPING UP TO 100 TONS				
Journeymen	$ 26.62	$ 4.95	$ 4.14	$ 35.71
R-1 COMMERCIAL UNLIMITED, ALL PIPING SYSTEMS OVER 100 TONS				
Journeymen	$ 33.28	$ 4.95	$ 4.50	$ 42.73
Foremen (2)	38.27	4.95	4.50	$ 47.72
General Foremen	41.60	4.95	4.50	51.05
Apprentices:				
NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.				
First Year (1st 6 months)	$ 13.85	$ -	$ -	$ 13.85
First Year (2nd 6 months)	14.85	-	-	14.85
Second year (1st 6 months)	15.75	4.70	-	20.45
Second year (2nd 6 months)	16.75	4.70		21.45
Third year	17.75	4.70	-	22.45
Fourth year (without license)	19.75	4.70	2.04	26.49
* Fourth year (with license)	20.75	4.70	2.04	27.49
Fifth year (without license)	24.96	4.70	2.18	31.84
*Fifth year (with license)	26.62	4.70	2.22	33.54

(1) Per hour health benefit includes hospitalization, medical and life insurance.

Scope of work under this trade includes but is not be limited to: installation of all heating, ventilating, air conditioning (HVAC) systems, including equipment and/or related piping systems, and the handling of all piping, appurtenances and equipment pertaining to all new construction and renovation and service work.

(2) Foreman required for 5 or more workers; also required on all jobs 150 tons or over.

APPRENTICE RATIO: One (1) Apprentice to one (1) Journeymen.

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2013

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
PLUMBERS				
Journeymen	$ 28.83	$ 4.80	$ 3.74	$ 37.37
Foremen (10 or more employees)	33.15	4.80	3.74	41.69
General Foremen (16 or more employees)	36.04	4.80	3.74	44.58
Apprentices:				
1st year	$ 13.07	$ 1.00	$ -	$ 14.07
2nd year	15.24	2.50	1.00	18.74
3rd year	17.40	2.50	1.18	21.08
4th year	19.56	2.50	1.18	23.24
5th year	21.72	2.50	1.18	25.40

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

APPRENTICE RATIO: One (1) Journeyman to two (2) Apprentices

(1) Per hour health benefit includes hospitalization, medical and life insurance.

Scope of work under this trade includes but is not be limited to: the installation of appliances, piping and plumbing fixtures to be done by plumbers, plumbers apprentices and apprentice applicants. All job site unloading from tailgate and after, all of the handling and rigging of materials, fixtures, appliances having waste, water or gas connections, tools and equipment, for use in the work covered shall be done by plumbers, plumbers apprentices and apprentice applicants. Also included, where required, cement under tubs and all cementing of pipe supports and columns for piping systems. All filling and testing fixtures and pipes as required, including the layout and hook-up of water hoses for tests. Additionally where required: covering of fixtures for protection, grouting of all fixtures and cementing of all plumbing pipe chases and sleeves.

Plumber shall mean any person employed by a firm or corporation lawfully licensed to contract for and install work covered by the Plumbing Code of Miami-Dade County. The scope of work shall be, but not limited to as follows: All piping, setting and hanging of all units and fixtures for plumbing systems, water, waste, floor drains, drain gates, supply, leader, soil pipe, grease traps, sewage and vent lines. All cold, hot and circulating water lines, piping for house pumps, cellar drains, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above mentioned equipment. All piping in connection with central distributing filtration treatment stations, boosting stations, water and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basin, filter basins, settling basins, and aeration basins or tanks and lift stations on private property.

All potable water mains for whatever source, including branches and fire hydrants, etc. All potable water services from mains to buildings, including water meters and water meter foundations. All piping for potable water filters, water softeners, water meters and the setting of the same. All meters for measuring a volume of any substance, when used in connection with the plumbing industry. The laying out and cutting of holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports and boxes used in connection with the plumbing industry. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and material used in connection with plumbing. Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method, when used in connection with the plumbing industry.

Prepare and grade trenches either manually or with machines in connection with the plumbing. The setting and hanging of all units or fixtures for ice making when units are complete and ready for operation. All Solar systems, piping and collectors of every description when used. All gas piping on the building side of meter, all piping of air systems including the assembling, erecting, handling and setting of all equipment used in the systems. The assembling, erecting, handling and setting of tanks, piping of instruments, measuring devices, thermostatic controls, gauges boards and other controls, oil heaters, oil coolers, storage and distribution tanks, transfer pumps and mixing devices and piping thereto. Installation of drain lines from equipment installed by pipefitters where directly connected to a sanitary system and condensate drain as part of system.

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2013

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (2)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE

PLUMBERS - continued

Down spouts and drainage area soil pipes, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, air conditioning and heating drain directly connected to storm drains and condensation systems. The installation and service of vacuum cleaning equipment and piping, vacuum systems and the installation and service of oxygen systems. All acetylene and arc welding, brazing, lead burning, soldering and wiped joints, caulked, expanded and rolled joints, or any other mode or method of making joints in connection with the plumbing industry.

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2013

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
ROOFERS, WATERPROOFERS & ALLIED WORKERS				
Journeymen Roofers, Damp & Waterproof Workers	$ 19.00	$ 4.99	$ 2.00	$ 25.99
Foreman	21.00	4.99	2.00	27.99
Apprentices:				
NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. . In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.				
1st year	$ 10.45	$ 4.99	$ 2.00	$ 17.44
2nd year	12.35	4.99	2.00	19.34
3rd year	14.25	4.99	2.00	21.24

(1) Per hour health benefit includes hospitalization, medical and life insurance.

Scope of work under this trade includes but is not be limited to: Slate and tile roofers shall do all work on the following: All slate where used for roofing of any size, shape or color, including flat or promenade slate, with necessary metal flashing to make watertight. All tile where used for roofing of any size, shape or color, and in any manner laid including flat or promenade tile, with necessary metal flashing to make watertight. All asbestos shingles where used for roofing of any size, shape or color, and in any manner, laid with necessary metal flashing to make watertight. All cementing in, or around said slate or tile roof. All laying of felt or paper beneath the above mentioned work. All dressing, punching and cutting of all roof slate or tile. All operation of slate cutting punching machinery. All substitute material taking the place of slate or tile, as asbestos, slate or tile, cement or composition tile, excepting shingles of wood or metal tile. All removal of slate or tile roofing as defined above where the same is to be re-laid.

Composition roofers shall do all work on the following: All forms of plastic, slate, slag and gravel roofing. All kinds of asphalt and composition roofing. All rock asphalt and composition roofing. All rock asphalt mastic when used for damp and waterproofing. All prepared paper roofing. All compressed paper, chemically prepared paper, and burlap when used for roofing or damp and waterproofing purposes, with or without coating. All damp resisting preparations when applied with a mop, three-knot brush, roller, swab or spray system in or outside or building. All damp course, sheeting or coating on all foundation work. All tarred floors. All laying of tile or brick, when laid in pitch tar, asphalt mastic, marmolite, or any form bitumen. All forms of insulation used as a part of or in connection with roofing, waterproofing or damp proofing.

All forms of elastomeric and/or plastic (elasto-plastic) roofing systems, both sheet and liquid applied, whether singly or multi-ply. These shall include but not be limited to: PVC (polyvinyl chloride systems), Butyl Rubber, EPDM (ethylene propylene diene monomer), PIB (polyisobutylene), CPE (chlorosulfonated polyethylene), ECB (ethylene-copolymer-bitumen and anthracite dusts.) Also know as modified or plasticized asphalt. MI· Insulations applied with the above systems, whether laid dry, mechanically fastened, or attached with adhesives. All types of aggregates, blocks, bricks or stones used to ballast these elasto-plastic systems. All types of aggregates, blocks or stones used as a ballast for Inverted Roofing Membrane Assembly. (IRMA) roofs or roofs of similar construction where insulation is laid over the roofing membrane. All sealing and caulking of seams and joints on these elasto-plastic systems to ensure water tightness. All liquid-type elasto-plastic preparations for roofing, damp or waterproofing when applied with a squeegee, trowel, roller or spray equipment, whether applied inside or outside of a building.

All sheet-type elasto-plastic systems, whether single or multi-ply for waterproofing either inside or multi-ply for waterproofing either inside or outside of a building. All priming of surfaces to be roofed, damp or waterproofed, whether done by roller, mop, swap, three-knot brush, or spray systems. All types of pre-formed panels used in waterproofing (Volclay, etc.) All applications of protection board to prevent, damage to the damp proofing or waterproofing membrane by other crafts or during backfilling operations. All handling of roofing, damp and waterproofing materials. All hoisting of roofing, damp and waterproofing materials. All types of spray- in place foams, such as urethane or polyurethane, and the coatings that are applied over them).

All types of restaurant, coatings, mastics and toppings when used for roof maintenance and repairs.

All tear-off and/or removal (of any type of roofing), all spudding, sweeping, vacuuming and/or cleanup of any and all areas of any type where a roof is to be re-laid.

APPRENTICE RATIO: One (1) Apprentice to one (1) Journeyman on tile roofs

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2013

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
SHEET METAL WORKERS				
Journeymen	$ 29.65	$ 5.31	$ 6.32	$ 35.28
Foremen	26.02	5.31	6.32	37.65
General Foremen	27.20	5.31	6.32	38.83
Apprentices:				
NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.				
1st 6 months	$ 11.83	$ 5.31	$ 3.16	$ 20.30
2nd 6 months	13.01	5.31	3.48	21.80
3rd 6 months	14.19	5.31	3.79	23.29
4th 6 months	15.37	5.31	4.11	24.79
5th 6 months	16.56	5.31	4.42	26.29
6th 6 months	17.74	5.31	4.74	27.79
7th 6 months	18.92	5.31	5.06	29.29
8th 6 months	20.10	5.31	5.37	30.78

(1) Per hour health benefit includes hospitalization, medical, dental, and life insurance.

Scope of work under this trade includes but is not be limited to: (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing, and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor systems, exhaust systems and air handling systems regardless of materials used including the setting of all equipments and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; and, (e) installation of proprietary and non proprietary metal roofing.

APPRENTICE RATIO: One (1) Apprentice to three (3) Journeymen.

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2013

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
SPRINKLER FITTERS				
Low Commercial: Construction up to 12 stories and 150,000 sq. ft. All warehouses.				
Journeymen	$ 24.50	$ 8.00	$ 7.85	$ 40.35
Foremen (4 or less workers)	26.25	8.00	7.85	42.10
Foremen (5 or more workers)	26.75	8.00	7.85	42.60
General Foreman	28.75	8.00	7.85	44.60
Commercial: Construction 13 stories or more and or 150,000 sq. ft. or more.				
Journeymen	$ 25.58	$ 8.00	$ 7.85	$ 41.43
Foremen (4 or less workers)	27.33	8.00	7.85	43.18
Foremen (5 or more workers)	27.83	8.00	7.85	43.68
General Foreman	29.83	8.00	7.85	45.68
Apprentices:				
1st year	$ 12.79	$ 8.00	$ -	$ 20.79
2nd year	14.07	8.00	-	22.07
3rd year	15.35	8.00	-	23.35
4th year	18.38	8.00	5.89	32.26
5th year	20.83	8.00	6.67	35.50

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

Scope of work under this trade includes but is not be limited to: the installation of all fire protection and fire control systems including the unloading, handling by hand, power equipment and installation of all piping and tubing appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, hose houses and hydrants, standpipes and hose connections with sprinkler and alarm systems, also. all tanks and pumps connected thereto, but excluding steam fire protection systems. Also, included shall be CO2 and Card ox systems and detection systems, emulsifier, fog and fog foam, also dry chemical systems.

APPRENTICE RATIO: One (1) Apprentice for every two (2) Journeymen

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2013

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.				

For any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract, the required wage rate shall be the combined overall dollar value on an hourly basis of the "basic hourly rate of pay" (as defined in 29 C.F.R. Section 5.24) and of the fringe benefits payments for hospitalization, medical, pension and life insurance for such class under the United States Secretary of Labor's applicable Davis -Bacon wage determination in effect for Miami Dade County.

Questions concerning the comparability of worker classifications or the applicability of Davis-Bacon classification shall be determined by the County.

Please Contact:

Department of Regulatory and Economic Resources
Small Business Development, Business Affairs Division
The Stephen P. Clark Center
111 N.W. 1st Street - 19th Floor
Miami, Florida 33128-1906
Phone Number: (305) 375-3111
Fax Number: (305) 375-3160

NOTICE

County Code §2-11.16

NOTICE TO ALL EMPLOYEES WORKING ON COUNTY CONSTRUCTION PROJECTS

RESPONSIBLE WAGES AND BENEFITS

MINIMUM WAGE
You must be paid not less than the required base hourly rate even if the value of the fringe benefits provided to you exceeds the value of the health and pension required in the schedule. Additionally, you must be paid not less than the combined dollar value (Base Rate + Health + Pension Benefit) listed in the schedule posted with this notice for the type of work you are performing as listed on the wage and benefits schedule applicable to this project.

OVERTIME
You must be paid not less than one and one-half times your wage rate for all hours worked over 40 hours a week.

APPRENTICES & TRAINEES
Apprentices/trainees rates apply only to apprentices and trainees properly registered under an approved Federal or State apprenticeship or training program.

SANCTIONS
Sanctions for a first time offender are 10% of the amount of underpayment payable to the County. The sanctions increase to 20% for the second violation and 30% for the third violation. Contractors found in violation a fourth time may be subject to suspension or termination in accordance with the contract terms and debarment in accordance with the debarment procedures of the County.

COMPLAINTS Written complaints of underpayment should be filed with:

MIAMI-DADE COUNTY
DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES
SMALL BUSINESS DEVELOPMENT, BUSINESS AFFAIRS DIVISION
111 NW 1ST STREET, 19TH FLOOR, MIAMI, FLORIDA 33128-1975
TELEPHONE: (305)375-3111 FAX: (305)375-3160
WEB PAGE: http://www.miamidade.gov/business/business-development.asp

FAIR WAGE AFFIDAVIT

Before me, the undersigned authority appeared _____ (print name), the _____ (print title) of _____ (print name of Bidder or Proposer), who attests that _____ (print name of bidder or proposer) shall pay workers on the project minimum wages rates in accordance with Section 2-11.16 of the Miami-Dade County Code, and the Labor Provisions of the contract documents.

STATE OF FLORIDA)
SS
COUNTY OF DADE)

The aforegoing instrument was acknowledged before me this _____ day of _____, 20___, _____on behalf of _____, who is personally known to me or has produced _____, as identification and who [ ] did [ ] did not take an oath.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Exhibit C

General Decision Number: FL140027 05/02/2014 FL27

Superseded General Decision Number: FL20130027

State: Florida

Construction Type: Building

County: Miami-Dade County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/03/2014
1	01/31/2014
2	02/07/2014
3	02/28/2014
4	04/04/2014
5	05/02/2014

CARP0079-001 04/01/2009

	Rates	Fringes
CARPENTER (Form Work Only).....	$ 22.20	6.67

ELEC0349-001 09/01/2013

	Rates	Fringes
ELECTRICIAN, Includes Installation of HVAC/Temperature Controls		
Electrical contracts including mateials that are over $2,000,000.....	$ 30.11	9.56
Electrical contracts including materials that are under $2,000,000.....	$ 27.15	9.18

ELEV0071-001 01/01/2014

	Rates	Fringes
ELEVATOR MECHANIC.....	$ 39.57	26.785+A

FOOTNOTE:

A: Employer contributes 8% basic hourly rate for 5 years or more of service or 6% basic hourly rate for 6 months to 5 years of service as Vacation Pay Credit; Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; plus the Friday after Thanksgiving; and Christmas Day.

ENGI0487-001 07/01/2013

	Rates	Fringes
OPERATOR: Backhoe/Excavator	$ 22.00	8.80
OPERATOR: Concrete Pump, Truck Mounted		
Trailer Mounted	$ 21.44	8.80
Truck Mounted	$ 27.21	8.80
OPERATOR: Crane		
All Cranes Over 15 Ton Capacity; Boom Truck	$ 29.00	8.80
Yard Crane, Hydraulic Crane, Cpacity 15 Ton and Under; Boom Truck	$ 22.00	8.80
OPERATOR: Mechanic	$ 22.00	8.80
OPERATOR: Oiler	$ 21.00	8.80

IRON0272-003 04/01/2013

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL	$ 23.59	5.93

PAIN0365-003 08/01/2013

	Rates	Fringes
PAINTER: Roller, Spray, and Steel (Excludes Drywall Finishing/Taping)	$ 15.75	7.93

SFFL0821-001 01/01/2014

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 27.53	17.32

* SHEE0032-003 12/01/2013

	Rates	Fringes
SHEETMETAL WORKER (HVAC Duct Installation)	$ 23.50	12.18

SUFL2009-023 05/22/2009

	Rates	Fringes
BRICKLAYER	$ 18.93	0.00
CARPENTER, Includes Acoustical Ceiling		

Installation (Excludes Drywall Hanging, and Form Work)	$ 15.54	0.00
CEMENT MASON/CONCRETE FINISHER	$ 11.13	0.00
DRYWALL HANGER	$ 14.00	0.57
FENCE ERECTOR	$ 10.00	0.00
FLOOR LAYER: Carpet	$ 19.00	2.10
GLAZIER	$ 16.89	2.69
HVAC MECHANIC (HVAC Pipe Installation)	$ 16.19	2.48
HVAC MECHANIC (Installation of HVAC Unit Only, Excludes Installation of HVAC Pipe and Duct)	$ 17.91	2.64
INSTALLER - OVERHEAD DOOR	$ 14.40	0.00
LABORER: Asphalt Raker	$ 10.40	0.00
LABORER: Asphalt Shoveler	$ 7.88	0.00
LABORER: Common or General	$ 9.85	0.00
LABORER: Concrete Saw (Hand Held/Walk Behind)	$ 12.63	0.00
LABORER: Mason Tender - Brick	$ 10.75	0.00
LABORER: Mason Tender - Cement/Concrete	$ 12.83	1.90
LABORER: Pipelayer	$ 13.87	1.58
LABORER: Roof Tearoff	$ 8.44	0.00
LABORER: Landscape and Irrigation	$ 10.00	1.60
MECHANICAL INSULATOR, Including Duct and Pipe	$ 13.98	2.07
OPERATOR: Asphalt Spreader	$ 11.41	0.00
OPERATOR: Bulldozer	$ 16.21	0.00
OPERATOR: Distributor	$ I2.37	0.00
OPERATOR: Forklift	$ 14.00	0.00
OPERATOR: Grader/Blade	$ 13.73	0.00

OPERATOR: Loader	$ 16.00	2.82
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 12.75	0.00
OPERATOR: Roller	$ 10.94	0.00
OPERATOR: Screed	$ 13.05	0.00
OPERATOR: Tractor	$ 9.91	0.00
OPERATOR: Trencher	$ 11.75	0.00
PAINTER: Brush, Includes Drywall Finishing/Taping	$ 13.72	2.22
PIPEFITTER, Excludes HVAC Pipe Installation	$ 17.85	2.54
PLASTERER	$ 15.05	0.00
PLUMBER, Excludes HVAC Pipe Installation	$ 20.00	1.37
ROOFER, Includes Built Up, Hot Tar, Modified Bitumen, Shake & Shingle, Single Ply, Slate, & Tile Roofs (Excludes Installation of Metal Roofs)	$ 13.59	0.00
ROOFER: Metal Roof	$ 17.10	0.00
SHEET METAL WORKER, Excludes HVAC Duct Installation	$ 15.62	2.03
TILE SETTER	$ 16.50	2.10
TRUCK DRIVER: 3 Axle Truck	$ 10.50	0.80
TRUCK DRIVER: Dump Truck	$ 10.00	0.00
TRUCK DRIVER: Lowboy Truck	$ 13.78	0.00

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

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

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

Union Identifiers

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

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

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

Non-Union Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

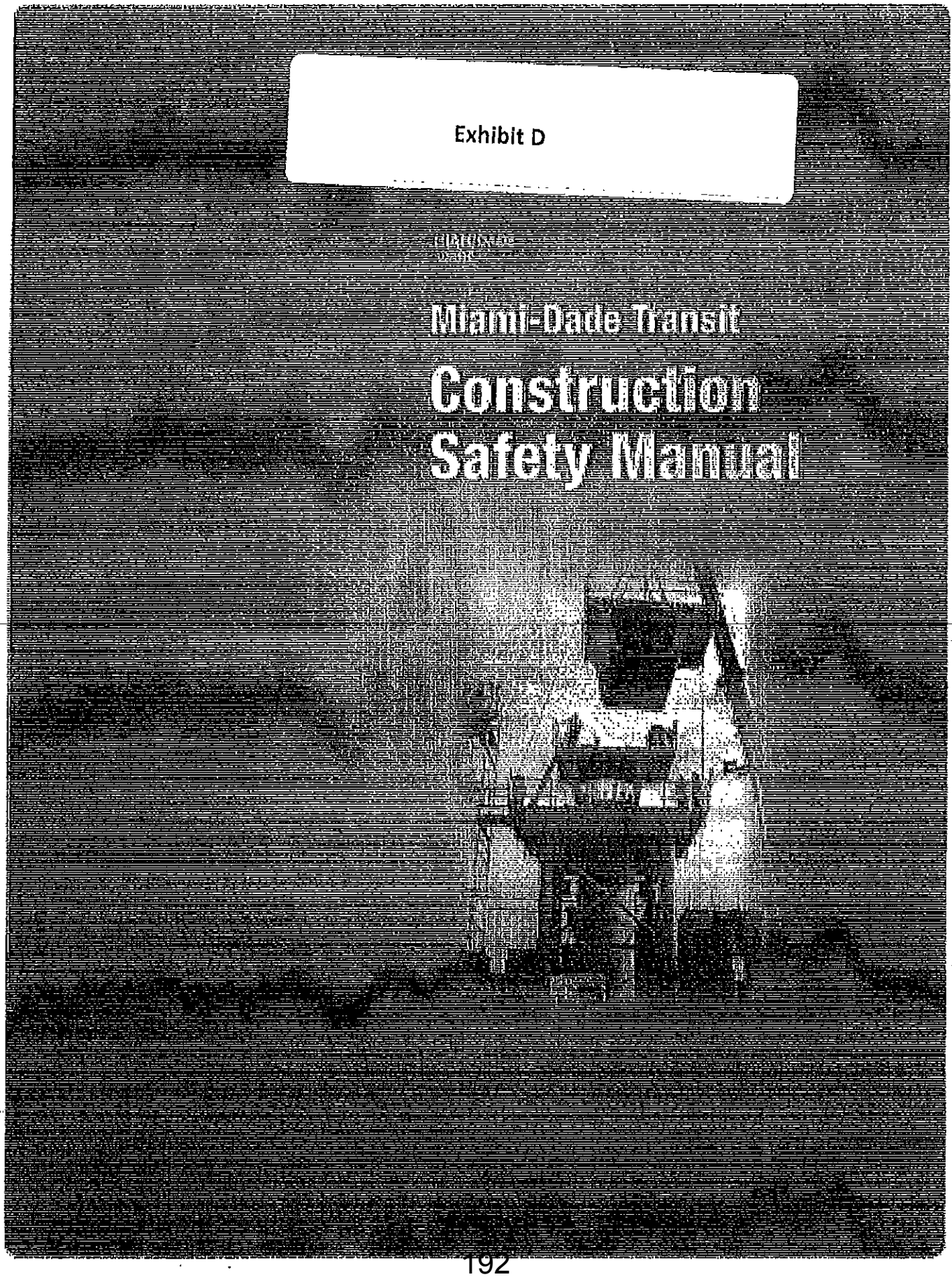
4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

Exhibit D

Miami-Dade Transit

Construction Safety Manual



MIAMI-DADE TRANSIT

MIAMI, FLORIDA

CONSTRUCTION SAFETY MANUAL

Revision No. 6

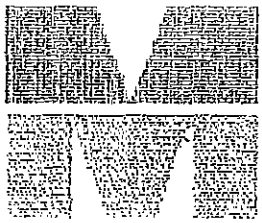
May 2012

6/4/2012
Date

Approved By:
James A. Sumoski
Construction Manager 3
MDT Construction

6/17/12
Date

Approved By:
Eric Muntan
Chief, MDT
Office of Safety and Security



MIAMI-DADE
TRANSIT

111 Northwest 1st Street, Suite 910, Miami, Florida 33128-1998

Policy Statement

It is the policy of the Miami-Dade Transit (MDT) and Miami-Dade County (MDC) to maintain a safe working environment for all employees and the public. The Construction Safety Program has been designed in accordance with the William-Steiger Occupational Safety and Health Act of 1970. The success of the safety program requires the full support of every employee and contractor working on the MDT system.

Regardless of the urgency or monetary cost of a job; all safety precautions must be observed. Prevention of personal injury or damage to property and equipment must always remain paramount in the minds of every employee and contractor.

PREFACE

THE CONSTRUCTION SAFETY MANUAL (CSM) is one of the Miami-Dade County (MDC) Contract Documents. Contractors are required to assure that all employees, subcontractors, and their suppliers / vendors, while on the work site and in the conduct of MDC contractors, comply with the provisions of the CSM and the minimum standards set forth under the William-Stelger Occupational Safety and Health Act of 1970 and as amended, the Construction and General Industry Standards (29CFR1926/1910), and all other applicable Federal, State and Local laws. The Contractors are expected to be familiar with the contents applicable to their operations. The provisions set forth in this CSM will be strictly enforced. Non-compliance with the CSM will be treated the same as non-compliance with any contract provision. Willful or repeated noncompliance shall result in the suspension of part or all work.

Safety at the work site shall be the sole responsibility of the Contractor. The CSM shall be used as a guide in developing the Contractor's Accident Prevention Program. The Contractor shall assume full responsibility for compliance with all applicable Federal, State and Local safety related regulations and for complying with this Construction Safety Manual during the performance of all activities.

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A. DEFINITIONS

The following definitions apply for the purpose of this Construction Safety Manual.

ACCIDENT – An unforeseen event or occurrence which causes death, injury or damage to property.

ACCIDENT PREVENTION PROGRAM (APP) - A program designed to provide for the protection to life and health of employees and other persons; and for the prevention of damage to property, materials, supplies and equipment. The Contractor's APP shall be developed by the Contractor using the Contractor's Safety Manual as a guide. Once approved by MDC, the Contractor's APP shall be used by the Contractor and his subcontractors to insure the safe prosecution of the work.

ALARM CONDITION - Any abnormal condition that requires the attention or intervention of responsible personnel or an individual monitoring the transit system operations.

ANOMALY - Deviation from nominal performance, which does not cause a significant, effect on system performance but does warrant investigation and/ or repair.

AUDIT - Formal or official examination and verification.

AUTOMATIC - A term applied to a system, subsystem, or device which has the inherent capability to function without direct manual participation.

CENTRAL CONTROL - That place where train control or train supervision is accomplished for the entire Metrorail and Metromover system, the train command center.

CENTRAL DISPATCH - That place where bus, rail or mover supervision or dispatcher is accomplished for the entire transit system.

COMPETENT PERSON – A person who is capable of identifying existing or predicting hazards in the surroundings, or working conditions which are unsanitary, hazardous or dangerous to employees and who has authorization to take prompt corrective measures to eliminate them.

CONSTRUCTION SAFETY - The optimum degree of safety within the constraints of construction effectiveness, time and cost through specific application of safety management throughout all phases of the construction.

CONSTRUCTION SAFETY MANUAL (CSM) - This manual, issued as a contract document by the Miami-Dade Transit (MDT), to be used as a guide by the Contractors in developing the Accident Prevention Program.

CONTRACTOR'S AUTHORIZED SAFETY REPRESENTATIVE - The person designated as authorized safety representative who will be responsible for work site safety and for reporting all insurance claims. On contracts of over $5 million in award amount this person shall have full-time safety responsibility, unless deemed by the Office of Safety and Security that due to the nature of the work, part-time oversight is adequate. On contracts of under $5 million award amount, the person may have part time safety responsibility, unless deemed by the Office of Safety and Security that the nature of the work necessitates full-time safety oversight. Whether part-time or full-time, this person shall NOT report to the Contractor's superintendent.

CONTRACT DRAWINGS - The plans, profiles, typical cross-sections, general cross-section, elevations, schedules and details which show locations, character and dimensions of the work.

CONTRACTING OFFICER - The Director, Miami-Dade Transit.

CONTRACTOR - The individual, firm, partnership, corporation, or combination thereof, private, municipal, or public, including joint ventures which, as an independent contractor, has entered into a contract with MDC, who is referred to throughout the Contract Documents by singular in number and masculine in gender.

DEGRADATION - Falling from an initial level to a lower level in quality or performance.

EMERGENCY - A situation which is life threatening or which can cause serious damage on or in the immediate vicinity of any transit facility, structure, bus or train.

EMPLOYEE - A person employed by the Contractor or Subcontractor.

ENGINEER - MDC or its authorized representatives, including but not limited to the Resident Engineer; the Contracting Officer's Representatives and the Engineer of Record.

EQUIPMENT FAILURE - The state in which equipment no longer meets the minimum acceptable specified performance and cannot be restored through operator adjustment or control.

FTA - Federal Transit Administration, formerly UMTA.

FAILURE - An inability to perform an intended function.

HAZARD - Any real or potential condition that can cause injury or death; or damage to or loss of equipment or property.

HAZARD MANAGEMENT (LOSS CONTROL) - An element of the system safety management function that evaluates the safety effects of potential hazards considering acceptance, control, or elimination of such hazards with respect to expenditure or

resources. (The feasibility of hazard elimination must be considered in light of financial, legal, and human considerations).

HAZARD SEVERITY - A qualitative measure or the worst potential consequences that could be caused by a specific hazard.

Category I - Catastrophic. May cause death, serious injury/illness or major system loss.

Category II - Critical. May cause injury/illness, or major system damage.

Category III - Marginal. May cause minor injury/illness, or minor system damage.

Category IV - Negligible. Will not result in injury/illness, or system damage.

HAZARD INDEX - A quantitative measure, combining the numerical probability of occurrence with a hazard severity.

HAZARD RESOLUTION - The analysis and subsequent actions taken to reduce, to the lowest level practical, the risk associated with an identified hazard.

HAZARD PROBABILITY - The probability that a hazard will occur during the planned life of the system. Hazard probability may be expressed in quantitative or qualitative terms. An example of a hazard probability ranking system is:

A	Frequent
B	Probable
C	Occasional
D	Remote
E	Improbable

IMMINENT DANGER - Refers to any condition or practice where there is reasonable certainty that a danger exists that can be expected to cause death or serious physical harm and/or serious property damage immediately or before the danger can be eliminated through normal enforcement procedures.

INCIDENT - An unforeseen event or occurrence which does not necessarily result in injury or property damage.

MAINTENANCE - All actions necessary for retaining an item in or restoring it to an operable condition.

MALFUNCTION - Any anomaly or failure wherein the system, subsystem, or component fails to function as intended.

MDC - Miami-Dade County - the Board of County Commissioners of Dade County, Florida, a political subdivision of the State of Florida, and MDT, and office under the

County Manager of Miami-Dade County, Created March 1, 1974, by Administrative Order No. 3-8, under the authority of Sections 4.01 and 4.02 of the Miami-Dade County Charter – and any authority, board, body, commission, official or officials to which or to whom the powers now belonging to MDT in respect to the location, construction, equipment, maintenance and operation of transit facilities shall, by virtue of any act or acts, hereinafter pass or appertain.

MDT - Miami-Dade Transit, Miami-Dade County, located at 111 NW 1st Street, Suite 910, Miami, Florida 33128.

MISHAP - An unplanned event or series of events that result in death, injury, occupational illness, or damage to or loss of equipment or property. (See also ACCIDENT).

OFFICE OF SAFETY AND SECURITY (OSS) - Miami-Dade Transit, Miami-Dade County, located at 111 NW 1st Street, 4th Floor, Miami, Florida 33128.

OPERATOR - That person having direct and immediate control of the movement of a vehicle or machinery.

OPERATING TIME - The time period between turn-on and turn-off of a system, subsystem, component or part during which time operation is as specified. Total operating time is the summation of all operating time periods.

OSHA - The Occupational Safety and Health Administration. An agency of the U.S. Government which sets standards to provide for the safety of employees in the workplace. The area office is located in Ft. Lauderdale, Florida, phone (305) 424-0242.

PERSONAL PROTECTIVE EQUIPMENT (PPE) - Equipment designed and worn to provide protection against hazard to some part of an employee's body. Example of PPE are safety glasses, respirators, hard hats, gloves etc. All PPE used at MDT work sites must comply with applicable OSHA standards.

POWER RAIL - A rail mounted on insulators alongside the running surfaces, which provides Metromover traction power for train propulsion.

PROCEDURES - Established methods to perform a series of tasks.

RELIABILITY - The probability that the system or subsystem will perform satisfactorily for a given period of time when used under stated conditions.

REPAIR - The maintenance activity, which restores a failed item to operable state.

RISK - An expression of possible loss over a specific period of time or number of operational cycles. It may by indicated in terms of hazard severity and probability.

RISK MANAGEMENT - The Risk Management Division, Miami-Dade County, General Services Administration, located at 111 NW 1st Street, Suite 2340, Miami, Florida 33128; phone 305-375-4280.

RULE - A law or order authoritatively governing conduct or action.

SAFE - Secure from danger or loss.

SAFETY - A reasonable degree of freedom from those conditions that can cause injury or death to personnel; damage to or loss of equipment or property; and freedom from danger.

SAFETY CHECKLIST - A list for examining the safety aspect of equipment, procedures and personnel.

SAFETY DEVICES - Protective devices, which do not alter the fundamental nature of a hazard but which, do control the extent of the hazard in some manner.

SAFETY CRITICAL - A designation placed on a system, subsystem, element component device, or function denoting that satisfactory operation of such is mandatory to assurance of patron, personnel, equipment, or facility safety. Such a designation dictates incorporation of special safety design features.

SAFETY MANAGEMENT - An element of management that establishes safety programs requirements and ensures the planning, implementation and accomplishment of task and activities to achieve work place safety.

SAFETY PROGRAM - The combined task and activities of safety management and safety engineering that enhance operational effectiveness by satisfying the safety requirements in a timely, cost-effective manner throughout all phases of the work.

SAFETY SUBCONTRACTOR - A subcontractor who satisfies the Florida Department of Labor and Employment Security Industrial Safety and Health Program, Chapter 38F-44, and is duly approved by MDC.

SECURITY PROGRAM PLAN (SPP) - A program designed to provide guidelines to implement security procedures and describe the contractors' commitments and specific actions proposed to provide a secure project site. The Contractor's SPP shall be developed by the Contractor using the Contractor's Safety Manual as a guide. Once approved by MDC, the Contractor's SPP shall be used by the Contractor and his subcontractors to insure the safe prosecution of the work.

SERVICE CONTRACTS/CONTRACTOR - Those operations that are providing any services, or repair, replacement or maintenance functions that are indigenous to the construction process on the work site.

STATE - The State of Florida.

SUBCONTRACTOR - Any person, firm or corporation, other than the employees of the Contractor, who contracts with the Contractor to furnish labor and/or materials under this Contract. The contractor shall be responsible for ensuring that their subcontractors comply with this manual.

SUPPLIER/VENDOR - Those entities whose sole responsibility to the project is the delivery of goods or materials, exclusive of direct labor.

SYSTEM -- A composite of people, procedures and equipment operating in a specific environment to accomplished a specific mission or task.

THIRD RAIL - A rail mounted on insulators alongside the running rail which provides Metrorail traction power for train propulsion.

TRANSIT SYSTEM -- A transportation system comprised of fleets of motor buses and electrically propelled transit vehicles and all of their operational/support personnel and systems (e.g. maintenance facilities, tracks, structures, etc.) utilized for the mass movement of passengers within a metropolitan area.

UNUSUAL OCCURRENCE – An unforeseen event or incident which does not necessarily result in injury or property damage.

UNSAFE CONDITIONS – Any condition which if not corrected will endanger human life or property.

WARNING DEVICES – Sensors that monitor or detect conditions and provide visible and/or audible alerting signals as desired for selected events.

WORK SITE - The area enclosed by the limit of work indicated in the Contract Documents and boundaries of local streets and public easements in which the Contractor is to perform the work under the Contract. It shall also include areas obtained by the Contractor for use in connection with the Contractor, when contiguous to the limit of work.

B. CONTRACTOR'S ACCIDENT PREVENTION PROGRAM (APP) & SECURITY PROGRAM (SPP) PLANS

1) OBJECTIVES OF THE ACCIDENT PREVENTION PROGRAM

- to achieve an injury-free experience for the Project.
- to achieve maximum property conservation.
- to reduce direct and indirect costs.

Accomplishing the above objectives will provide for:

a) A greater efficiency as a result of a safer working environment.

b) A reduction of the construction work interruptions which develop when unsafe environments are created and when accidents occur.

2) METHODS OF ATTAINING OBJECTIVES:

Effectiveness of the Accident Prevention Program depends on the comprehensive participation and cooperation extended by all participants in support of the basic requirements listed below.

The Contractor's Authorized Safety Representative shall be informed immediately of any recognized hazards or potential hazards, related to health & safety, which may impact on the effectiveness of the Project's Accident Prevention Program that cannot be handled promptly as set forth herein, and report such to the Engineer.

The major accident prevention requirements are:

a) Initiation and maintenance of programs, plans, training, etc. as necessary to comply with the requirements of this manual, and applicable Federal, State and Local standards.

b) Allocating manpower, as required, for professional safety personnel assistance.

c) Planning and coordinating all work to avoid personnel injury, property damage and loss of productive time.

d) Establishing and maintaining a system for prompt detection, reporting, and correction or control of unsafe practices and unsafe conditions.

e) Assuring the availability, and enforcing the use of appropriate personal protective equipment.

f) Establishing and maintaining an effective and comprehensive system of tools and equipment inspection and maintenance including records required by applicable regulations or internal directives. The tool and equipment inspection and maintenance program shall include all employee-owned items brought onto the work site.

g) Establishing and supporting an educational and job skill-training program designed to foster and maintain accident prevention knowledge and cooperation at all levels of employment by:

1. providing for new employee's orientations.
2. conducting targeted subject safety meetings.
3. posting adequate safety and health requirements for all operations.
4. maintaining a list of adequately trained and licensed employees authorized to operate specific equipment.
5. maintaining a list of the trained and certified crane operators.
6. maintain a list of employees who have been certified in accordance with Florida Department of Transportation to perform flagging operations and placement of traffic signs or devices (cones, barricades, warning signs, etc.).
7. maintain a list of "Competent Person" employees who satisfy OSHA standard requirements to perform specific functions under the OSHA standards. A partial list of standards that require a competent person is included in appendix G of this CSM.
8. investigating all accidents to determine causes (s) and taking prompt, reasonable and prudent necessary action to eliminate or control responsible factors.

h) Providing visitor control and hazard protection.

i) Providing work site security.

j) Establishment and maintenance of a first aid and/or medical facility.

k) Controlling the safe placement of materials or equipment received, or used, consistent with the traffic control pattern established and progression of construction on the work site.

l) Providing maintenance of traffic control plans and procedures consistent with the work to be performed in accordance with the Contract Documents.

m) Providing work site fire prevention/protection in coordination with local authorities and applicable standards.

n) Establishment and maintenance of an effective program in accordance with Federal, State and Local regulations for the storage, use, and disposal of hazardous substances.

o) Conducting accident/incident investigations.

3) **MDC AND THE ENGINEER:**

a) The Engineer will:

1. Receive from the Contractor an Accident Prevention Program and Security Program Plan no later than 25 days after approval of Award Recommendation by the Board of County Commissioners and no less that 15 days before the projected date for notice to proceed of the Contract. The Contractor shall assume full responsibility for compliance with all applicable Federal, State and Local safety related regulations and for complying with this Construction Safety Manual during the performance of all work performed prior to the approval of the Contractor's Accident Prevention Program and Security Program Plan. (See definition of Accident Prevention and Security Program).

2. verify that Contractor plans and executes the work in compliance with the stated objectives of the Accident Prevention Program, Security Program Plan and applicable regulations.

3. authorize work site inspections by MDC representatives to monitor Contractor compliance with this manual.

4. require prompt remedial action to correct substandard or illegal safety and/or health conditions reported or observed by MDC representatives.

5. verify that the Contractor has adequate fire prevention/ protection equipment; contained in ready-operating status at all times.

6. verify that the Contractor has temporary lighting and power systems during the construction phase set up and utilized in such a manner as to reduce hazards to a minimum.

7. ascertain that trained first aid personnel are available and certified for their work.

8. verify that good housekeeping procedures are maintained at all times by the Contractor and subcontractors.

9. establish procedures for the reporting of all fire incidents or damages as stated herein.

10. instruct the Contractor to establish an identification program for all employees at the work site.

11. verify that the Contractor reports all accidents immediately, as required by this manual and State and Federal regulations.

12. instruct the Contractor that employee access to unauthorized or restricted areas on Metromover or Metrorail property requires that the Contractor provide prior notification to, and receive authorization from Central Control.

13. establish procedures for timely reporting/notification to OSS for accidents and injuries.

4) **CONTRACTOR: The Contractor Shall:**

a) Submit in writing to the Engineer an Accident Prevention Program and Security Program Plan for approval no later than 25 days after approval of Award Recommendation by the Board of County Commissioners and no less than 15 days before the projected date for notice to proceed of the contract. Provide the name, qualifications, and a "24 hour" phone number of the Contractor's Authorized Safety Representative who shall devote his time to the work site as defined by the definitions section of this Construction Safety Manual. No work on the work site shall begin until MDC approves the Contractor's authorized safety representative. The Contractor shall assume full responsibility for compliance with all applicable Federal, State and local safety related regulations and for complying with this Construction Safety Manual during the performance of all work performed prior to the approval of the Contractor's Accident Prevention Program. (See definition of Accident Prevention and Security Program). For furnish and install equipment contracts (non-construction), the stated approval period will commence ten (10) days prior to the beginning of work on the work site.

b) Substantiate in writing to the Engineer that the Contractor's Authorized Safety Representative possesses at least two years of construction safety experience, is a managerial supervisory capacity, related to the work contemplated under this Contract.

c) Maintain responsibility for project safety on the work site for his own or subcontractor's employees at any time, under any circumstances.

d) After approval of the Contractor's Authorized Safety Representative, the Contractor, his Authorized Safety Representative and the Engineer will be required to attend a meeting with the MDT staff. At that time, a formal presentation and discussion of the Accident Prevention Program will be conducted.

e) Follow all of the requirements and procedures of the Accident Prevention Program.

f) Promptly provide the Engineer with a detailed written submission of the safety and/or health hazards not consistent to his work at the work site and a detailed program to control all such hazards. Such program must be consistent with the Accident Prevention Program and conform in all respects to all legal and safety requirements, including those of OSHA and Federal, State, and Local regulations. All such programs must be approved by the Engineer prior to the commencement of this work.

g) Require each new employee, before he starts work, to be oriented by his supervisor on the safety and health rules, procedures, and requirements established for the work task (s) to be performed and procedures to be adhered to. Tool-box safety meetings are not an acceptable substitute for new employee orientation. The name of the employee and orientation date shall be on record at the work site.

h) Provide an overall traffic control plan for pedestrians, vehicular traffic and construction operations; and establish a general visitor control program.

i) Set up and Implement a program to protect persons and property in the event of emergencies.

j) Complete supervisory investigation reports of all injuries.

k) Require supervisory employees and subcontractors to attend monthly supervisor's safety meetings.

l) Schedule weekly "tool-box" safety sessions to be held by the job foremen for all employees. A record including date, employee attendance, and subject covered shall be kept of these meetings for the duration of the Construction

Project. The Engineer shall be advised of the time and location of the scheduled meetings. (See Appendix B for suggested format). The meeting should be used to review safety and health rules and procedures, applicable Federal, State or Local standards, and to discuss any problems related to safety at the work site. This would include information as to storage, use and disposal of hazardous materials at the work site.

m) Schedule and preside at safety meetings to be held monthly at which appropriate supervisory staff of the Contractor and subcontractors will be required to attend. The Engineer shall be advised of the time and location of the scheduled meetings.

n) Take immediate action to correct unsafe practices and unsafe conditions.

o) Report to the Engineer and observed conditions or violations of job safety regardless of weather they are within the observer's power or responsibility to correct.

p) Assure that supervisory employees at all levels have a good working knowledge of applicable safety and health standards as they pertain to their areas of supervisory control and encourage all supervisory personnel and employees to improve their accident prevention awareness.

q) Provide the establishment of first aid facilities for treatment of employees.

r) Obtain a personal copy of the OSHA Construction Industry Standards 29CFR1926 and OSHA General Industry Standards 29CFR1910 to be available for the Contractor's reference as required by this manual. (The OSHA standards may be obtained free, or at a minimal cost, by contacting the OSHA area office, phone (305) 424-0242, in Ft. Lauderdale).

s) Ensure that prior to accessing restricted areas on Metrorail or Metromover property; he has provided proper notifications to and received proper authorization from Central Control through the Engineer.

t) Ensure that during all times that employees are at the work site, an acceptable and reliable means of communication with local emergency response personnel is available.

u) In addition to complying with this manual, comply with all applicable safety & health governmental standards including the OSHA Construction Industry Standards 29CFR1926/1910, the Florida Right to Know Law, the Federal Hazard Communication Act, Florida Worker's Compensation Laws, etc. Maintain the necessary documentation, program, and/or training required by such standards.

v) Ensure all of his subcontractors, and subcontractor's employees, comply with the requirements of this Manual and applicable Federal, State and Local regulations.

w) Comply with the current edition of the Florida Building codes unless specifically exempt, in writing by the Engineer.

5) EMERGENCIES

For the purposes of the Accident Prevention Program, emergencies are classified as follows:

a) A fire, or major hazardous material leak or spill, requiring the response of the local fire or environmental protection department.

b) Unplanned collapse of equipment used in the course of construction.

c) Unplanned collapse of a substantial part of any structure at the work site.

d) Any serious accident involving an employee.

e) Any serious accident involving a member of the public.

f) Any other occurrence which would require immediate protection of life or property.

6) HOW TO REPORT AN ACCIDENT TO THE MDT ENGINEER:

a) The Contractor and all other participants in the Program shall instruct their employees and all other concerned personnel in how to report an accident which must include, at a minimum, the following procedures:

1. Report the matter immediately to the supervisor who shall arrange for first aid or other required emergency medical treatment.

2. In the event of serious injury or a death, in the absence of emergency first aid facilities on the work site, the supervisor of the injured employee is to arrange for necessary treatment. There shall be full compliance with all requirements of the Contractor's insurance carrier(s) with regard to accident reporting.

3. The emergency phone number is: 911

4. In case of a death, or if five or more employees are seriously injured in the same accident, the Contractor's Authorized Safety Representative shall; not later than 24 hours after the occurrence report the same to:

   a. Office of the Area OSHA Director (305) 424-0242.

   b. State of Florida, Bureau of Industrial Safety and Health (305) 377-5373.

5. The employer of any injured employee shall be required to complete the Notice of Injury Form, as required by State of Florida Worker's Compensation Division. (See appendix A)..

6. The employer of any injured employee shall be required to record all work related injuries on Form 301 (or equivalent), Form 300 and complete/post the summary (Form 300A) at the beginning of the calendar year as required by OSHA 29CFR1904. (See appendix A).

7. The supervisor of the injured employee shall be responsible to immediately report the injury to the Engineer, to fill out the Supervisor's Report of Accident (Appendix A), and make it and the notice of injury report available to the Engineer.

8. All participants in this Accident Prevention Program shall cooperate fully in the investigation of any accident and/or occurrence.

   b) The contractors and other participants in the Accident Prevention Program shall instruct employees and all other concerned personnel of the following procedures if there is loss or damage to property of others, including damage to equipment or tools being used at he work site.

      1. Promptly report the loss or damage to the office of the Contractor's Authorized Safety Representative.

      2. In the event of a substantial loss or damage to the property of others, the Contractor is to immediately notify the Contractor's Authorized Safety Representative and the Engineer.

      3. There shall be full compliance with all requirements of the Contractor's insurance carrier (s) with regard to property loss and damages.

MDT SECURITY REQUIREMENTS

All Contractors are required to submit for review and approval a Security Program Plan (SPP), as defined in this Manual. This SPP shall provide guidelines to implement security procedures and describe the contractors' commitments and specific actions proposed to provide a secure project site. The Security Program Plan shall include, at a minimum:

- ✓ Procedures for inspecting perimeter security;
- ✓ Procedures for restricting who may visit the project site;
- ✓ Procedure for performing background checks;
- ✓ Procedure for overseeing security with respect to deliveries and other short-term visitors;
- ✓ Procedure for identification badges;
- ✓ Procedure for conducting periodic security meetings;
- ✓ Procedures for monitoring world-wide security threats and national security warnings and alerts;
- ✓ Emergency security procedures;
- ✓ Procedures for preparing, issuing and reporting security incidents.

MDT Contractor Identification Badges

All MDT contractors are to present identification along with documentation showing reason for visit. Following are the identification badge requirements for contractors.

1. Contractor's must be in possession of a photo identification card issued by MDT noting them as contractor's OR must be provided a VISITOR's BADGE upon the surrender of an approved government-issued photo identification.

2. All contractors under permanent, full-time assignment to MDT are required to display their MDT photo contractor identification. The identification is issued by the MDT Office of Safety and Security. A supervisory employee must be present with the contract employee for them to be issued identification.

3. All MDT employees who are involved in any way with contractor employees are to ensure that these security requirements are provided to those employees. MDT employees are to also assist contractors in meeting those requirements.

4. Contractor's requiring access to critical areas MUST BE ACCOMPANIED BY AN MDT EMPLOYEE WITH AUTHORIZED ACCESS TO THAT AREA AT ALL TIMES. AT NO TIME MAY A CONTRACTOR BE LEFT UNSUPERVISED IN ANY CRITICAL OR SENSITIVE AREA. These areas include, but are not limited to: bus and mover central control, bus dispatch, William Lehman Yard Tower,

traction power substations, switchgear rooms, train control rooms, electrical rooms, telephone rooms, computer server rooms, video monitoring areas, and communications rooms.

Visitor's to MDT Facilities

1. All visitors will be logged in before entering the premises.

2. Employees shall not allow any unauthorized persons to enter any MDT facility, including yard gates, buildings and other secure entrances. As necessary, MDT employees may direct visitor's to the security desk or, as necessary, request intervention by security personnel.

3. The employee entering the area is to ensure that each secured door is closed behind them and that no one else enters.

4. Any visitor who comes to our facilities for food delivery or any other personal type delivery will be met at the facility entrance by the employee who ordered the delivery. The delivery person shall not be allowed into the facility under any circumstances.

5. In instances where remote entry buttons are used at secure facilities, the entry button is not be used unless there is direct observation of the person entering. Direct observation includes visual observation and observation of closed circuit television monitors only.

   All appropriate MDT field staff will be familiar with each contractor's approved Security Program and will comply with specific requirements of the plan when carrying out their assigned tasks. The contractors have the primary responsibility for developing and implementing the program; however, the Engineer will monitor the contractors' compliance with each contractor's security program.

C. GENERAL SAFETY AND HEALTH PROVISIONS

1) The Contractor shall ensure employees do not work under conditions, which are unsanitary, hazardous, or dangerous to their health or safety.

2) The Contractor shall initiate and maintain such programs as may be necessary to comply with this manual, and all applicable government regulations.

3) Such programs shall provide for the frequent and regular inspections of the job sites, materials, and equipment to be made by competent persons designated by the Contractors; and shall include a program for the

performance of work, to promote its orderly and expeditious progress and ensure its safe completion within the prescribed time.

4) The use of any machinery, tool, material or equipment not in good working order, or which has had a safety feature removed or tampered with, is prohibited. Such machine, tool, material or equipment shall either be identified as unsafe by tagging or locking the controls to render them inoperable or shall be physically removed from the work site.

5) The Contractors shall permit only those employees qualified by training or experience to operate equipment and machinery Applicable laws requiring employee to have a current license or certification (i.e., Class A Commercial Drivers License, etc.) to operate equipment are to be complied with.

6) The Contractor shall be solely responsible for the performance of the work in a manner, which will not create safety hazards, objectionable noise or other nuisance to the public.

7) Employees of the Contractor or subcontractors who are found to be intoxicated or appear to be under the influence of alcohol or drugs (other than as prescribed by a doctor) while on the work site shall be removed from the work site by the Contractor for the duration of the Contract. Employees who are found to be in possession of alcohol or drugs (other than as prescribed by a doctor) at the work site shall be removed from the work site by the Contractor for the duration of the Contract. An employee who is under a doctor's care and taking prescription drugs should inform his supervisor of same to determine if restrictions should be imposed.

8) Prior to the start of, and during the course of, any work, above or below ground level, the Contractor shall make a through survey of the entire work site to determine the type and locations of all utilities or other lines on the work site. The Contractors must verify this information by notifying the Underground Utilities Notification Center at 1-800-432-4770, other utilities not members of the Underground Utilities Notification Center, and notify the Engineer.

9) The Contractor shall instruct employees as to any precautions and procedures to be followed while working in the proximity of any utility or power line.

10) The Contractor shall develop and have readily available at the work site an emergency plan with the locations of any utility or line shut-offs or disconnects so that if any emergency arises, immediate action may be taken.

11) The Contractor will be required to identify and provide a notification procedure for all contingencies where cutting off a utility could adversely

affect any operation or render inoperative any protective apparatus in the surrounding area.

12) All structural repairs, alterations or reconstruction of any equipment used on the work site shall be certified in accordance with all applicable laws and regulations.
13) Portable toilets shall be chemical type or equal and shall be located convenient to work crews and maintained in proper sanitary conditions at all times.

14) Construction operations will normally be confined to those hours between dawn and dusk. Any work done other than during daylight hours must be approved by the Engineer. In requesting approval during other than daylight hours, the Contractor must present a written statement outlining the special precautions to be taken to control the extraordinary hazards presented by night work. This program shall include, but not limited to such items as supplementary lighting of work areas, illuminated barricades, proper supervision, availability of medical facilities, and security precautions.

15) Emergency lighting facilities, (i.e. battery operated or equivalent) shall be required in all construction areas where normal light failures would cause employees to be subjected to hazardous conditions.. Such systems shall be maintained monthly.

16) Employees required to enter into confined or enclosed spaces shall be instructed as to the nature of the hazards involved, the precautions to take, and the use of protective and emergency equipment. The Contractor shall comply with all regulations applicable for working in dangerous or potentially dangerous areas.

17) The use of torpedo or salamander type heaters are prohibited.

18) No open burning of any kind shall be permitted without permits from appropriate local authorities and the Engineer.

19) Flammable storage cabinets shall be labeled in conspicuous lettering "Flammable – Keep Fire Away" and "No Smoking".

D. MEDICAL SERVICES AND FIRST AID

1) At least one person who has valid certificates in first-aid training from either the U.S. Bureau of Mines, the American Red Cross, or equivalent training that can be verified by documentary evidence, shall be available at the work site to render first-aid. Further, a minimum ratio of one such qualified person to 50 employees shall be maintained throughout the course of the

construction. A suitable emblem shall be affixed to the qualified person's hard hat, or other suitable means of identification shall be used.

2) First-aid supplies, approved by a physician licensed to practice in the State of Florida, shall be accessible for immediate use. One 16-unit first-aid kit (or equivalent) shall be provided for each 50 persons or fraction thereof.

3) First-aid kit (s) shall be provided in a weatherproof container with individual sealed packages for each type item. The kits shall be checked by the Contractor before being sent out on each job and at least weekly on each job to ensure that the expanded items are replaced.

4) A telephone shall be made available at the site before construction begins. Telephone numbers and locations of emergency facilities including emergency hospitals, physicians, ambulance service, police and fire department, as well as the complete street address of the work site, shall be posted in conspicuous locations at the work site, and at all telephone locations. The communication system for contacting necessary ambulance service or other emergency response personnel shall be operable at all times personnel are on the work site.

5) The location and number of approved stretchers provided for each contract shall be submitted to MDC for approval immediately after work commences on site. They will be maintained, properly protected and easily accessible at all times.

6) The Contractors, his supervisors and foreman, shall assure that any of his employees who suffers a job-related injury shall receive first aid and medical attention consistent with and as required by law.

7) The Contractor's first aid facility shall maintain a daily log of all injuries, both first aid and doctor cases. The log shall contain information to reflect the date, name of employee, employer, craft, supervisor, type of injury, how accident happened, time, disposition of patient and name of attendant.

8) The Contractor shall ensure that all OSHA and State of Florida record-keeping and reporting requirements are met.

E. DRINKING WATER

1) An adequate supply of potable water shall be provided in all places of employment.

2) Portable water containers shall be capable of being tightly closed and be equipped with a tap.

3) A common drinking cup is prohibited. Disposable cups shall be furnished.

4) Unused disposable cups shall be kept in a sanitary container, and a receptacle shall be provided for used cups.

5) All containers utilized for potable water shall be labeled as "Potable/Drinking Water Only".

F. PERSONAL PROTECTIVE AND LIFE SAVING EQUIPMENT

1) GENERAL

a) The Contractor is responsible for requiring and enforcing the wearing of appropriate personal protective equipment in all operations where there is an exposure to hazardous conditions.

b) The Contractors is to comply with all OSHA regulations (29CFR1926 Subpart E) regarding personal protection devices and life saving equipment.

c) All persons on the Work Site shall utilize the proper foot protection which meets ANSI Z41 (toe), Z41.2 (metatarsal) and Z41.4 (electrical) standards.

d) All persons on the Work Site shall utilize hand and body protection which meets ANSI/ISEA 105 and ASTM F23 standards.

2) HEAD PROTECTION

a) All persons on the Work Site shall be protected by NON-METALLIC protective helmets, which meet ANSI Z89.2 standards. Helmets for the protection of employees against impact and penetration of falling and flying objects shall meet the specifications contained in ANSI Z89.1 Safety Requirements for Industrial Head Protection. Bump caps are not acceptable.

b) All Work Sites shall have posted approved signs alerting all persons that hard hats are required on the site. The use of hard hats at the Work Site will be strictly enforced.

3) RESPIRATORY PROTECTION

a) Whenever feasible administrative and/or engineering controls fail or are inadequate to prevent harmful exposures to employees; the Contractor shall

provide and require the use of appropriate respiratory protective devices in accordance with OSHA, 29 CFR 1910.134.

b) Respiratory protective devices must be approved by the U.S. Bureau of Mines or acceptable to the U.S. Department of Labor for the specific contaminant to which the employee is exposed.

c) Employers must have a written respiratory protection program as defined in 29 CFR 1910.134.

d) Employees required to use respiratory protective equipment must be trained in the use and limitations of such equipment, fit tested annually and medically approved to wear respiratory protection as required by 29 CFR 1910.134.

e) Respiratory protective equipment shall be inspected regularly and maintained in good condition. Defective or worn parts shall be replaced.

4) HEARING PROTECTION

a) Feasible engineering or administrative controls shall be utilized to protect employees against sound levels in excess of those shown in the table below.

b) When engineering or administrative controls fail to reduce sound levels within the limits of the Table below, protective hearing devices in accordance with OSHA (29CFR1926.101) shall be provided and us.

c) Exposure to impulsive or impact noise should not exceed 140-db peak sound pressure level.

d) In all cases, where the sound levels exceed the values shown in the Table below, a continuing, effective hearing conservation program shall be administered.

e) PERMISSIBLE NOISE EXPOSURE TABLE (Source: OSHA, 29CFR1926.52)

Duration per day, hours	Sound level dBA slow response
8	90
6	92
4	95
3	97
2	100
1 –1/2	102

Duration per day, hours	Sound level dBA slow response
1	105
1 / 2	110
1 / 4 or less	115

f) Plain cotton is not an acceptable protective device. Hearing protection shall be used only when it meets OSHA requirements and is suitable to correct the exposure.

5. EYE AND FACE PROTECTION

a) Eye and face protection shall be provided and worn when machines or operations present potential eye or face injury.

b) Eye and face protective equipment shall meet the requirements of ANSI Z87. 1 – 2003, "Occupational and Educational Eye and Face Protection".

c) Employees involved in welding operations shall be furnished with a welding helmet with minimum grade 10 shade filter lens for shielded arc welding or cutting. Welding goggles with a minimum grade 4 shade filter lens may be worn only for oxyacetylene gas welding or burning.

d) Employees exposed to laser beams must be furnished suitable laser safety goggles, which will protect for the specific wavelength of the laser and be of optical density (0.0) adequate for the energy involved.

6. SAFETY NETS

a) Safety nets shall be provided when workplace are over roads, guideways, or more than 25 feet above other surfaces where the use of ladders, scaffold catch platforms, temporary floors, safety lines, or safety belts is impractical. Safety net systems shall conform to OSHA 29 CFR 1926 502.

b) Where nets are required, operations shall not be undertaken until the net is in place and has been tested & inspected by the Resident Engineer.

7. SAFETY BELTS, LIFELINES AND OTHER PERSONAL FALL ARREST SYSTEMS

a) Approved personal fall arrest systems (in accordance with OSHA; 29 CFR 1926.104 and 29 CFR 1926.502) shall be worn by those employees whose

work exposes them to falling from the perimeter of a structure or through shaftways and openings. Protection must also be provided for employees who are exposed to the hazard of falling into/onto dangerous equipment,

b) Employers must provide a training program for employees who might be exposed to fall hazards. The training shall include how to recognize such hazards and how the employees can minimize their exposure to such hazards. The training shall, at a minimum, comply with 29 CFR 1926.503. Re-training or refresher training must also be provided when necessary. Records of such training must be available for inspection by MDT.

8. WORKING OVER OR NEAR WATER

a) Employees shall be provided with a U.S Coast Guard approved life jacket or buoyant work vest.

b) Prior to and after each use, the buoyant work vest or life jacket shall be inspected for defects which would alter their strength or buoyancy. Defective units shall not be used and be removed from the job site.

c) Ring buoys with at least 90 feet of line shall be provided and available for emergency rescue operations. Distance between ring buoys shall not exceed 200 feet.

d) At least one lifesaving skiff shall be immediately available at locations where employees are working over or adjacent to water.

G. SIGNS, SIGNALS, BARRICADES AND TRAFFIC CONTROL

1) All traffic signs or devices used for protection of construction workmen or the public shall conform to the State of Florida Department of Transportation's "Roadway and Traffic Design Standards" and applicable permit(s) conditions. All work areas on or around highways, roads and streets shall follow approved maintenance of traffic plans.

2) Barricades, cones and/or similar protective devices shall be used whenever men or equipment are exposed to traffic or similar hazards.

3) When traffic lanes are closed due to work activity, advance warning signals and high level warning devices shall be used as described in the State of Florida Department of Transportation's "Roadway and Traffic Design Standards" and applicable permit(s) conditions. All work areas on or around highways, roads and streets shall follow approved maintenance of traffic plans.

4) Flagmen and signalmen will be properly trained, certified, wear high-visability clothing (as required by F-DOT FTDS600) and use appropriate procedures following the current F-DOT manual. Where flaggers are used, a flagger symbol or legend sign must als o be used.

5) All employees within 15 feet of the edge of the travelway and/or where employees are exposed to roadway traffic shall be required to wear a high visability vest vest/garment, per F-DOT manual.

6) Whenever and wherever possible and necessary, line voltage (12 volt) protected lights shall be used to mark fences and barricades and other such encroachments onto public streets or sidewalks. Warning lights shall be in accordance with F-DOT RTDS 600.

7) Where covered sidewalks are required they shall be provided with permanent lights to provide sufficient illumination for safe use by the public day or night. All bulbs shall be cage-protected.

8) Public walkways shall be kept clean and free of hazards at all times. When an existing pedestrian way or bicycle way is located within a traffic control work zone, accommodations must be maintained and include provisions for the disabled. Only approved temporary traffic control devices may be used to delineate a temporary traffic control zone for pedestrian and bicycle ways. Advanced notification af sidewalk closures and detours shall be provided by appropriate signs.

9) Where the Contractor is required to provide public walkway, they shall have abrasive, non-slip surface.

10) Where access to bus stop is disturbed or obstructed by the Contractors operations, safe access will be maintained or the bus stop relocated as directed by the Engineer. Coordination for maintaining or relocating bus stops with the appropriate agencies is the sole responsibility of the Contractors.

11) When steel plates or similar covers are used on public ways to cover excavations they shall be substantially secured to prevent movement imposed by traffic. Covers shall have non-slip surface, conforming to OSHA Specifications.

12) When such covers are located where there is pedestrian exposure, they shall be tapered at all sides with cut-back cold mix or similar material to eliminate tripping hazards. Covers shall have non-slip surface.

13) Free access shall be maintained to every fire extinguisher, fire hydrant, fire alarm box, fire escape and standpipe connection, street and traffic light control box. When required, hydrants shall be extended by suitable tube or piping to an

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I. TOOLS – HAND AND POWER

1) General

a) Keep the work area clear of clutter
b) Keep the work area well lighted
c) Maintain and keep tools sharpened, oiled and stored in a safe place
d) Supervisors instruct employees on using equipment and safe work practices before using equipment
e) Inspect tools, cords and accessories prior to use
f) Repair or replace problem equipment immediately
g) Use 3-prong electrical plugs, double insulated tools and safety switches
h) Machine guards must be in place and not removed
i) Do not wear loose clothing or jewelry when operating equipment
j) Install and repair equipment only if you are qualified to do so
k) Use the right tool for the job (i.e. do not use a pipe wrench as a hammer)
l) Carry a sharp tool pointed downward or place it in a tool belt/box
m) Protect sharp blades with a shield/sheath
n) Store tools in draws or chests with cutting edge down
o) Proper personal protective equipment shall be worn
p) All power hand tools shall be equipped with a "dead man" control where the power is shut down when the operator releases the tool
q) Never leave a running tool unattended
r) Tools of a non-sparking material and/or intrinsically safe tools must be used if fire or explosion hazards exist
s) All fuel operated tools shall be stoped and allowed to cool prior to being refueled, serviced, or maintained and proper ventillating used when used in enclosed spaces
t) Power grinding machines shall have proper grounding. Work rests must be kept at a distance not to exceed 1/8" from the wheel surface
u) Avoid repetitive motion, hold tools in a neutral position

2) "Lock on" buttons on all hand held power drills are prohibited.

3) Powder Actuated Tools

a) High velocity tools are prohibited. Only low velocity piston drive tools are permitted.

b) Only employees who have been trained in the operation of the particular tool in use shall be allowed to operate a power actuated tool. ANSI STANDARD A10.3-1970.

c) Firing of the tools shall be dependent upon at least two separate and distinct operations of the operator, with the final firing movement being separate from the operation of bringing the tool into firing position. The tool shall be so

designed so as not to be operable other than when being held against a work surface with a force of at least five pounds greater than the total tool weight. Caution must be exercised to ascertain that the proper color coded charge, for the materials involved, is utilized.

d) In case of misfire, the operator shall hold the tool in the operating position for at least 30 seconds. He shall then try to operate the tool a second time. He shall wait again 30 seconds, holding the tool in the operating position. Then he shall proceed to remove the explosive load in strict accordance with the manufacturer's instructions. Misfired cartridges shall be placed carefully in a metal container filled with water and returned to the supervisor for disposal.

4) Grinding wheels shall not be operated at speeds in excess of the manufacturer's RPM rating as labeled on the wheel.

5) Face and eye protection or safety goggles shall be worn by all employees using grinding wheels, jackhammering, slag chipping, powder actuated tools or similar operations.

6) Radial Saws

a) The upper hood shall completely enclose the upper portion of the blade down to a point that will include the end of the saw arbor. The slides of the lower exposed portion of the blade shall be guarded to the full diameter of the blade by a device that will automatically adjust itself to the thickness of the stock.

b) Radial saw for ripping shall be provided with non-kickback finger or dogs approved by the manufacturer.

c) The saw and table shall be designed to prevent the blade from traveling beyond front of table.

d) Installation shall be in such a manner so that the front end of the unit be slightly higher than the rear, so as to cause the cutting head to return gently to the starting position when released by the operator.

7) Table saws shall be equipped with a functioning hood, guard, anti-kickback device and splitter.

8) Only power saws specifically designed by the manufacturer for cutting concrete block, or similar materials, shall be used for this purpose.

9) Cutting shall be done with water spray and the operator shall wear a face shield.

10) All hose couplings or any pneumatic or hydraulic equipment or tools shall be equipped with appropriate safety clips or retainers and shall be properly installed and maintained.

11) All appropriate machine and tool guarding devices shall be provided, shall be operational, and shall be use when the equipment is in operation.

J. WELDING AND CUTTING

1) Contractors shall instruct employees in the safe and proper use of cutting and welding equipment prior to using that equipment.

2) Oxygen and fuel gas pressure regulators, including their related gauges, shall be in proper working order while in use. Each regulator shall be provided with an anti-flashback device for protection against excessive oxygen back pressure in the fuel gas supply.

3) A minimum of one 10-pound all-purpose (ABC) dry chemical fire extinguisher shall be kept within 10 feet of any cutting or welding operation. The extinguisher shall be kept in a conspicuous place, free of any obstructions.

4) Proper personal protective equipment shall be worn while welding and cutting.

5) Welding screens shall be used in areas where prefabrication work is to be performed.

6) Oxygen and fuel gas regulators and hoses shall be maintained and in proper working order while in use.

7) All oxygen cylinders and fittings shall be kept free of grease and oil.

8) Do not weld without the approved goggles, hood and jacket/apron.

9) Always use approved gloves when welding.

10) Do not weld or burn in an area where fellow employees are working, without protective barriers, non-combustible flameproof screens/shields (blankets, covers, curtains etc.).

11) Do not weld where flammable or combustible material, such as waste, rags, paper, etc. can be ignited by the sparks or molten metal.

12) Do not weld in any location where open flame is not permitted.

13) Do not weld on a wooden bench or other structure that can burn.

14) Do not use leaky regulators, hose or other defective gas welding tools.

15) Do not use leaky gas cylinders.

16) Do not operate gas welding or cutting torches at pressure in excess of prescribed maximum.

17) Do not change or adjust pressure on regulators with torch valve closed.

18) Do not leave valves of gas cylinders open when not in use.

19) Do not leave valve key on gas cylinders when not in use.

20) Always remove all scale, rust, grease, protective surface coatings, oil and other foreign matter from metals before welding.

21) Always keep welding bench clear of dirt.

22) Always locate electric welding machine where it is protected from dirt, dust and harmful fumes.

23) Always see that the material being electrically welded is well grounded, and the ground connection from machine is tight.

24) Avoid fires on personal clothing from sparks or hot metal.

25) Always use protective clothing (welders legging, aprons, sleeves, jacket, etc.) when welding or burning.

26) Oxygen must not be used near flammable or combustible materials, such as grease, oil, etc., or any substance likely to cause fire.

27) Do not weld or cut in confined spaces without adequate ventilation.

28) Protect welding hose from being burned, trampled on or run over. Do not leave hose where it may be tripped over.

29) Valves on acetylene and oxygen tanks must be tightly closed when work is completed.

30) Carrying a lighted torch while climbing is forbidden.

31) Put rod stubs in a container. Stubs thrown on the floor become a slipping hazard.

32) Do not direct the flow of oxygen, from the torch, at clothing to remove dust, etc. This is a fire hazard.

33) Always have good ventilation when welding and gas cutting.

34) In the open air, when welding, cutting or heating metals having toxic substance(s), such as zinc, lead, cadmium, or chromebearing metals, approved respirator shall be used

35) When required have a certified fireguard while burning or welding. Fireguard must have a functional fire extinguisher present.

36) Use caution when removing eye protection. Hot slag may pop during cooling.

37) Remove manifold and replace protective caps on cylinders before storing welding unit (overnight, etc.).

38) Manifold hoses must be equipped with flash arrestors.

K. COMPRESSED GAS CYLINDERS

1) Valve protection caps shall be in place when compressed gas cylinders are transported, moved, or stored.

2) Cylinder valves shall be closed when work is finished and when cylinders are empty or are moved.

3) Compressed gas cylinders shall be secured in an upright position at all times, except when cylinders are actually being hoisted or carried.

4) Cylinders shall be kept at a safe distance or shielded from welding or cutting operations. Cylinders shall not be placed where they can contact an electrical circuit.

5) You are forbidden to lift or transport gas cylinders with hoisting equipment. Rough handling of loaded or empty gas cylinders is dangerous. Install protective caps onto cylinders before moving same. Transport cylinders on handcarts equipped with chains and secure the cylinder during movement. Do not accept cylinders, which do not have a protective cap.

6) Grease or oil on acetylene cylinders or oxygen cylinders is forbidden. It is extremely dangerous.

7) Avoid freezing acetylene cylinders.

8) Always remove leaky gas cylinders to open air, place them clear of flammable material or anything that might ignite them.

9) Always secure cylinders in an upright position. When a cylinder is empty, it must be marked "empty" and stored separately from full cylinders.

10) Protect cylinders from excessive heat. Do not store near steam pipes, furnaces, etc.

11) Oxygen cylinders should not be stored with acetylene or other highly combustible materials, including welding units. A minimum of 20 feet must be maintained from combustible and flammable gases.

12) All cylinders must be transported and stored with the protective cap securely in place. Never store cylinders with regulators/manifolds attached.

13) All cylinders must be clearly labeled as to content.

L. ELECTRICAL

1) Extension cords and temporary lighting electrical cords shall conform to the current edition of the National Electrical Code table 400.11. "Hard Usage" or "Extra Hard Usage", and shall be protected against all types of abrasion and damage.

2) All male plugs and female receptacle connections shall have cords physically interlocked to prevent accidental or unintentional separation and provide complete and positive continuity and grounding.

3) All power cords connected to panels of breaker boxes shall be connected using plugs. No direct wiring is permitted.

4) Temporary (extension) cords used to supply tools shall be limited to a maximum length of 200 feet, except that additional length may be used if supplemental positive equipment grounding is maintained within 200 feet of the tool or power use.

5) All portable power generators shall be grounded.

6) Ground-Fault Circuit Protection:

   a) Ground-Fault Circuit interrupters will be installed on all 120 volts, single-phase, 15 and 20 ampere receptacles, on the Work Site.

   b) An assured equipment grounding conductor program may be substituted for ground-fault circuit protectors, only after the following has been provided.

c) Submit a written program, developed by a licensed electrician, including specific procedures adopted by the Contractor to the Engineer and MDC Risk Management.

7) All Work Site conditions will comply with requirements in OSHA 1926 Subpart K.

8) Before starting work on electrical equipment and lines, inspections and tests must be made to determine if they are alive or dead.

9) Use only tools or devices provided and see that they are in good condition.

10) Never touch two parts at different potentials or a single exposed live part at a dangerous potential to ground unless employee is insulated from other conducting surfaces, including ground.

11) Standing with hands behind back, with back toward generator or switchboard, is prohibited.

12) Employees working near live equipment and lines must protect themselves from tripping, slipping or falling, or from touching equipment or lines with body, tools or material.

13) Work on or about electrical circuit, apparatus or equipment only if qualified and with a thorough knowledge of its operating voltage and service, and then only when authorized by the immediate supervisor.

14) Do not use appliance, device, tool, flashlight, material or equipment that is not designed and approved for the maintenance and operation of the circuit on which it is to be used.

15) Insulation, weather proofing or covering on electrical wire, apparatus or equipment must not be depended upon for protection against shock.

16) Do not use bolt, rivet, cotter key or other object as a jumper in place of fuse.

17) Do not place clothing, lunch, tools, clothes hanger, or other unauthorized items in or about the power or control cabinet, switch box, battery box or on top of electrical apparatus.

18) Place "DO NOT OPERATE" warning tag on switch, set to de-energize line, apparatus or equipment. "Lock Out" procedures are preferred where feasible. At all times, when working on equipment that has the potential to cause harm or create a hazard, "Lockout/Tagout projection Televisions" procedure shall be followed. Lockout/Tagout procedure requires each employee to place a lock (if possible) or a safety tag on the energy source of any equipment that has the

potential to cause harm if the equipment is activated while it is being worked on. Refer to OSHA Standard 1910.147, "Control of Hazardous Energy".

19) Consider every circuit to be alive.

20) Use extreme care when using "snakes" in preparation of installing wire or cable. The coiled "snake" may fly loose and strike a person or electrified equipment.

21) Do not allow wet clothing, raincoats, etc., to come in contact with electrified equipment.

22) Do not lubricate electrical apparatus with power on.

23) Do not use water to put out electrical fires.

24) Do not change any wire or connections with power on.

25) Do not shift brushes in electrical motors with power on.

26) Do not leave the secondary of a current transformer open-circuited, or open up the secondary with power on.

27) Never wear ring(s) or jewelry on fingers on person when working near or handling electrical equipment.

28) Inspect all temporary cords and plug equipment for damage prior to use. Cords with damaged insulation, covers, plugs or missing grounding pins are not to be used.

29) Do not pass temporary cords through door openings or other areas where they are likely to be cut.

30) When temporary cords are used, care must be taken to ensure a trip hazard is not created.

31) Portable extension lights shall be visually inspected by employees using them. Lamp guards must be in place on all extension lamps.

32) Electrical plugs of portable extension cords, or cords attached to any electrical apparatus, shall be disconnected by grasping the plug and not by pulling the cord.

LADDERS AND SCAFFOLDS

1) Ladders:

   a) The use of ladders with broken or missing rungs or steps, broken or split side rails, or with other faulty or defective construction is prohibited. When ladders with such defects are discovered, they shall immediately be withdrawn from service.

   b) Portable ladders shall be placed on a substantial base at a 4-1 pitch, have cleat access at top and bottom, extend a minimum of 36 inches above the landing, and be secured against movement while in use.

   c) Portable metal ladders shall not be used for electrical work or where they may contact electrical conductors.

   d) Job-made ladders shall be constructed for this intended use. Cleats shall be inset into side rails ½ inch, or filler blocks used. Cleats shall be uniformly spaced, 12 inches, top-to-top.

   e) Wooden ladders must not be painted. Split or rotted conditions would not be easily seen and constitute a hazard.

   f) The foot of a ladder shall be placed 1/4 of its length away from vertical plane of its support and must be secured to prevent all possibility of slipping.

   g) Before climbing ladders, see that your shoes are free and clean of slippery substances. Watch out for broken rungs.

   h) Face the ladder while climbing either up or down.

   i) Never place a ladder in front of an unlocked door.

   j) Employees must not reach out from a ladder more than an arm's length.

   k) Ladders must be inspected by employees using them daily. Defective ladders are to be marked and kept separate from serviceable equipment and must be repaired before using.

   l) Do not "walk" a ladder while on it.

   m) Do not jump from or slide down any portion of any kind of ladder.

n) When getting off a ladder, make certain of secure footing and avoid stepping on loose stones, debris or into a depression before releasing handhold on the ladder.

o) A stepladder must be fully opened and spread properly before being used. Never stand on the top step of a stepladder.

p) When carrying tools or other objects up a ladder presents a hazard, they should be raised with a rope and bucket.

q) Two or more persons should raise, extend, shorten or move extension ladders. Never use the top section of an extension ladder as a single ladder, since it has no safety feet.

r) Always rope off the area directly beneath ladders.

s) Never leave extended ladders unattended. Remove ladders when there is a temporary stoppage of work.

2) Scaffolds:

a) Platforms shall be tightly planked for the FULL width of the scaffold except for any necessary entrance opening. Platforms shall be secured in place, with proper guardrail and toe boards.

b) Workmen shall not be allowed to climb or stand in cross bracing, or scaffold bucks.

c) Adjustment screws on scaffold legs shall not be extended beyond the manufacturer's recommendations, or two-thirds of the threaded length, whichever is shorter.

d) Casters shall be properly designed for strength and dimensions to support four times the maximum intended load. All casters shall be provided with a positive locking device to hold the scaffold in position. Casters shall be provided with a positive means of attachment to the scaffold legs.

e) Scaffold support bearing shall not be comprised of concrete block or similar materials and footed securely or a solid, stable base.

f) Materials shall not be stored on scaffolds in excess of the suppliers needed for the immediate operation.

g) The edges of scaffolds shall be protected with railings and toe boards.

h) When using rollers for moveable scaffolds, lock or secure wheels.

i) Do not use bent or twisted members on scaffolds.

k) Always remove a scaffold as soon as there is no more need for it. A scaffold is a constant hazard.

l) Always rope off the area directly beneath scaffolds.

m) Use extreme caution and use approved fall protection equipment on elevated surfaces lacking side rail and/or approved guard.

FLOORS, WALL, OPENINGS AND STAIRWAYS

1) One-half inch mild plow steel cables or equivalent, or ¼ inch alloy steel chains may be used on bridge or guideway decks, open floor edges, and similar applications, in lieu of standard wooden top midrails. Such cables or chains shall be firmly anchored and kept taut. All connections or cables shall be looped and clamped. Standard toeboards shall be used in such instances.

2) Floor openings shall be guarded by a standard railing and toeboards or cover. In general, the railing shall be provided on all exposed sides, except at entrances to stairways. Temporary floor openings shall have standard railings.

3) Every open-sided floor or platform, six feet or more above adjacent floor or ground level, shall be guarded by a standard railing, or the equivalent, on all open sides except where there is entrance to a ramp, stairway, or fixed ladder.

4) Runways four feet or higher shall have standard railings on all open sides except runways more than 18 inches wide used exclusively for special purposes may have the railing on one side omitted where operating conditions necessitate.

RAILING

1) A standard railing shall consist of top rail, intermediate rail and posts, and have a vertical height of approximately 42 inches from upper surface of top rail to the floor, platform, etc.

2) The top rail of a railing shall be smooth-surfaced, with a strength to withstand at least 200 pounds. The intermediate rail shall be approximately halfway between the top rail and floor.

3) A stair railing shall be of construction similar to a standard railing, but the vertical height shall be not more that 34 inches nor less than 30 inches from upper surface of top rail of tread, in line with face of riser at forward edge of tread.

4) A standard toeboard shall be at least four inches in height, and may be of any substantial material either solid or open, with openings not to exceed one inch in greatest dimension.

CRANES, DERRICKS, HOISTS, ELEVATORS, PILE DRIVERS, & CONVEYORS

1) Prior to commencement of any work using any hoisting equipment on the Work Site, the Contractor will provide the Engineer with a valid certification of compliance for shore-based, or water borne equipment meeting all the provisions of OSHA 29CFR 1919.

2) Record Keeping Requirements:

   a) Supervision of all testing, examinations, inspections, heat treatments and record keeping procedures shall be carried out by such persons as are so designated in OSHA 29CFR 1919.

   b) Certificates issued by an accredited person (agency) shall be signed and all register entries made only by persons authorized by such accredited person (agency).

   c) Certification shall not be issued until all conditions cited for correction on the semi-annual certification report form have been corrected in a manner satisfactory to the certifying agency.

   d) In the event deficiencies remain uncorrected, no certification shall be issued.

   e) An accredited person (agency) shall maintain records of all work performed including reports of work or tests performed by others (nondestructive testing, heat treating, etc.), in relation to each certification. Such records shall be available for examination upon request by MDC Risk Management, the Engineer or their authorized representatives.

   f) A copy of each certificate relating to semi-annual examination and/or unit proof load test shall be available with each crane or derrick.

3) A checklist will be prepared and submitted to the Engineer by the Contractor for any lift where the load exceeds 80% of the load chart capacity for the crane or derrick, or, where the lift involves the use of two or more cranes. (See Appendix C).

a) No lifts meeting the above criteria will be made without prior submission of a Critical Lift Checklist.

b) Where erection drawings are prepared for submittal to the Engineer, Appendix C, will not be required if all the information contained therein is shown on the drawing submitted.

c) Prior to making the lift, the conditions shown on the drawing submitted will be verified by the Contractor's representative at the Work site. Any deviations from the erection drawing submitted will be reviewed and verified as safe by the Contractor's representative.

4) Operation of boom equipment, or other equipment such as forklifts, backhoes, and the handling of any load in the proximity of electrical transmission lines is forbidden within a minimum of 10 feet. Further, if such equipment is positioned so that it is possible by rotation or any other movement, whether anticipated or not, to possibly contact high voltage, de-energizing of the lines, restraints, "hold-backs", or other positive physical means will be required. (Note: "High Voltage" is defined as voltage in excess of 400 volts).

5) All cranes shall be equipped with spirit level, or equivalent, to indicate the level of the crane fore and aft, and across the width. As nearly as possible, the crane shall be operated in level position.

6) After normal working hours and during other extended periods of non-usage, crane booms shall be lowered to a horizontal position to minimize the chance of movement due to wind. If this cannot be accomplished, load lines shall be securely fastened to a substantial anchoring point.

7) Except for floor-controlled overhead track cranes, a bell or other effective audible warning signal shall be provided for each crane equipped with power traveling mechanism, which shall be automatically engage and immediately audible when the crane begins to travel.

8) All pinch points drive mechanisms, and other hazardous moving parts shall be effectively guarded. (See Appendix C for suggested checklist).

9) Conveyor Systems

a) Conveyor systems shall be equipped with an automatic audible warning signal sounded immediately BEFORE starting up the conveyor.

b) Whenever a conveyor is equipped with a catwalk, a safety cable shall be installed on the conveyor to stop it instantly in an emergency, so as it cannot be started until the actuating switch has been reset to the "On" position. The

cable shall not be less than 12 inches nor more than 18 inches above the conveyor belt and shall extend the entire length of the conveyor.

10) Catwalks shall be kept clean and free of tripping hazards.

11) Any anticipated use of helicopters for lifting operations shall require advance notice and approval by the Engineer and MDC Risk Management.

12) No person will be allowed to ride on a suspended load or hook for any reason.

13) No person shall be allowed to stand or pass under the elevated portion of any equipment whether loaded or empty.

14) Pile driving loftsmen shall use safety belts when working at elevations outside loft platforms. When the leads are to be rotated or moved, the loftsman shall descent from the leads.

15) Exhaust pipes, steam lines, and other hot surfaces, located where employees could contact them, shall be effectively guarded or insulated.

16) Do not operate cranes or hoisting machines unless qualified to do so.

17) Do not stand under load being moved by crane.

18) Always test crane brakes and limit switches before operating on your tour of duty.

19) Always be sure that path of crane travel is clear of people or alerted by signal alarm in advance of moving load and while crane is in motion.

20) Always be sure that hooks, chains or cables are secure and properly placed before raising load.

21) Always be sure that loose parts are removed from load before raising it.

22) Only the operator is permitted to be in the operators cab while crane is in operation, except when authorized maintenance is being performed or a new operator is being trained.

23) Hoisting hooks, chains or cables are to be visually inspected daily for flaws, cracks, etc., by employees using them and defects reported to their immediate supervisor. A monthly inspection with a certification record which includes the inspection date and signature of individual inspector must also be done.

24) Do not lift load with twists or kinks in the chain, rope or sling.

25) Operators of cranes that are moving loads in close proximity of exposed current carrying devices, are required to maintain a safe operating distance at least 10 feet from such devices to avoid contact with hoisting cables, blocks, hooks, etc.

26) Know the load rating of equipment when starting to raise an unusual or heavier than normal load (Load should not exceed limits of crane). Test brakes when load is a few inches from floor or ground.

27) When hoisting unusual material or machinery, attach a chain or cable well above the center of gravity to prevent the load from tilting or falling over when lift is made

28) When hoisting long shaped objects, a red tag line or other method of control is required to prevent load from turning end on end.

29) No employee shall ride or hang onto tongs, slings, hooks or load of hoisting equipment.

30) Before removing sling or chain from load, observe arrangement of load to be sure it has settled securely.

31) Keep from positioning yourself between the load being handled and a fixed object, (wall, stanchion or car) to avoid being pinned.

32) Leaving any hoisting equipment with a suspended load unattended, is forbidden.

33) Before hoisting a load, one (1) person must be designated to give signals, and all persons involved in the hoisting operation shall be notified who has been designated.

34) Before pulling a hoisting rope, wire, cable, chain or other such tackle, secure a firm footing, assume a braced position, and move clear in the event of adverse action.

35) Use both hands, when climbing into or leaving the crane cab. Lift tools and materials to the cab with a hand line.

36) If repairs to crane cause it to be laid up for a long period of time, lock the main switch in the open position to prevent use.

37) Make sure the controllers are in the "Off' position before opening or closing the main switch.

38) If power should go off, move the controllers to the "Off' position at once. Wait until power is restored before operating controllers again.

39)Never depend upon a limit switch to stop hoisting motor. Use your controls. Do not attempt to use two controls at the same time when approaching limits.

40)Whenever leaving the crane, place all controllers in the "Off" position, open the main switch and set the brakes.

41)When hoist operator's view is obstructed in the direction of movement, assign an employee to precede the hoist and warn others of its approach.

42)Do not shorten, repair or splice hoisting chain with wire, nails, bolts or other objects.

43)Use standard hoisting hand signals.

44)Do not make side pulls with a hoist, which will misalign the rope. It may cause the load to swing sideways or damage the rope itself.

45)Do not operate crane (move load) while the load is being raised or lowered.

46)Approved fire extinguishers are required in overhead cabs.

47)Any construction activity, including crane movement, occurring within 30' of the drip line of a Metromover or Metrorail guideway will also be subject to compliance with Miami-Dade Transit Adjacent Construction Manual requirements and OSS approval.

Q. WIRE ROPES, CHAINS, AND ROPES

1) Wire ropes, chains, ropes, and other rigging equipment shall be inspected prior to use and as necessary to assure their safety. Defective gear shall be tagged and removed from service.

2) Job or shop hooks and links, or makeshift fasteners, formed from bolts, rods, etc., or other such attachments, shall not be used.

5) The proper type of chain is to be used for the particular application (overhead lifting, transport, cargo securement, etc)

6) Any attachment, such as hooks or links, are to have a rated "working load limit" at least equal to the chain/rope with which it is used.

3) When U-bolts are use for eye splices, the U-bolt shall be applied so that the "U" section is in contact with the dead end of the rope.

4) When U-bolt wire rope clips are used to form eyes, the following table shall be used to determine the number and spacing of clips.

NUMBER AND SPACING OF U-BOLT WIRE ROPE CLIPS

Improved plow steel, rope diameter inches	Number of clips Drop forged	Other material	Minimum Spacing (inches)
1/2.....	3	4	3
5/8	3	4	3-3/4
3/4.....	4	5	4-1/2
7/8.....	4	5	5-1/4
1.....	5	6	6
1-1/8.....	6	6	6-3/4
1-1/4.....	6	7	7-1/2
1-3/8.....	7	7	8-1/4
1-1/2.....	7	8	9

7) Slings are to be tagged for simple inclusion of sling type, working load limit, reach, serial number, chain size and grade.

8) State and federal regulations regarding size and number of chain systems required for securing loads on trucks are to be adhered too.

R. MOTOR VEHICLES AND MECHANIZED EQUIPMENT

1) All equipment that is left unattended adjacent to a roadway in normal use shall have appropriate lighted barricades placed around the location of the equipment

2) Loaders, backhoes, bulldozer and other similar equipment shall have their blades or buckets fully lowered and engines shut-off when left unattended.

3) All vehicles and equipment shall be checked at the beginning of each shift to ensure that the equipment is in proper operating condition and that accessories that affect safe operations are free from defects.

4) Heavy equipment, machinery, or parts thereof, shall be blocked to prevent falling or shifting before employees are permitted to work under or between them.

5) All equipment and vehicles with cabs shall have safety glass or equivalent windshields that are free of cracks and defects. Broken or cracked glass shall be replaced.

6) No person shall be allowed to ride in or on any equipment or vehicle except in seats, which are provided by the manufacturer.

7) Only trained, qualified and/or licensed persons are to operate equipment/vehicles.

8) All vehicles are required to have visual and audio back-up alarms.

S. EXCAVATION, TRENCHING AND SHORING

1) The Contractor shall call the Engineer who will call the Underground Utilities Notification Center at 1-800-432-4770 prior to any excavation regarding utilities. All initial excavation, which is done to expose all subsurface utilities, shall be done by hand to prevent damage. When exposed, they shall be protected at all times by suitable bridging, boxing, hangers or other supports during the prosecution of the work.

   a) To provide access in emergencies, and for routine inspections of valves on water, gas or other mains, and to electrical power, communications, signal alarm and other service boxes, junction boxes and manhole that are decked over; trap door of a suitable size with suitable identifying steel plates securely attached thereto, shall be provided at all times in the decking.

   b) The Contractors shall have a copy of the water main and gas drawings, clearly marked, to show the valves that control flow in the area and at the construction site. At least two valves in all directions outside the net lines shall be shown. The Contractor's superintendent shall mark and keep clear the location of valves for ready identification, should trouble develop.

2) Walkways shall be kept clean and free of all hazards at all times.

3) Internal combustion engines used in confined areas, such as in excavations or utility vaults where natural ventilation is limited, shall have exhaust fumes dispelled with forced ventilation or equivalent means.

4) All excavations and similar work areas where an exposure to the public or work personnel exists shall be promptly and completely fenced or barricaded, as shown in the Contact Drawings, except in those areas temporarily required to be open for the conduct of the work, then these openings shall be guarded to prevent access.

5) Adjustment screws on cross braces or trench jacks shall not be extended beyond the manufacturer's recommendations or 2/3 of the threaded length, whichever is more restrictive.

6) No one shall be permitted to climb or work from cross bracing.

7) Supervision – Excavation work shall at all times be under the immediate supervision of someone with authority to modify the shoring system or work methods, as necessary, to provide greater safety. He shall frequently examine the material under excavation and improve the shoring or methods beyond the minimum requirements, as necessary, to insure protection of workmen from moving material.

8) Removal of Shoring – No part of the shoring system of any excavation shall be removed until proper steps have been taken to avoid hazard to workmen from moving material. If a newly installed masonry or concrete wall is to be depended upon for this protection, it must have attained adequate strength to sustain resulting pressures.

9) Access and Egress – Convenient and safe means shall be provided for workmen to enter and leave the excavated area. This shall consist of a standard stairway, ladder, or ramp securely fastened in place at suitably guarded or protected locations where men are working and shall not require movement farther than 25 feet to reach such egress.

10) Blasting will not be permitted on the Work Site without prior approval of the Engineer and MDC Risk Management.

11) If any excavation (s) are required or requested to be left open by a utility company (s), municipality (s), or governmental agency, the excavations (s) will remain the sole responsibility of the Contractor for proper barricading and protection.

T. LASERS

1) Only qualified and trained employees shall be assigned to install, adjust, and operate laser equipment.

2) Employees shall wear proper eye protection where there is potential exposure to laser light greater than 0.005 watts (5 milliwatts).

3) Beams shutters or caps shall be utilized, or the laser turned off, when laser transmission is not actually required. When the laser is left unattended for a substantial period of time, such as during lunch hour, over-night, or at change of shifts, the laser shall be turned off and shall be secured in a manner, which will preclude indiscriminate or unauthorized activation.

4) Employees shall not be exposed to light intensities above: direct staring – 1 microwatt per square centimeter; incidental observing – 1 milliwatt per square

centimeter; diffused reflected light – 21/2 watts per square centimeter. Employees shall not be exposed to microwave power densities in excess of 10 milliwatts per square centimeter.

5) The Engineer shall be notified of the location, time and qualifications of person or persons operating the laser.

U. ROLLOVER PROTECTIVE STRUCTURES, OVERHEAD PROTECTION AND REVERSE WARNING ALARMS

1) On ALL rubber-tried or crawler scrapers, bulldozers, front-end loaders, backhoes, motor graders, industrial tractors and forklift trucks, Rollover Protective Structures (ROPS) and Falling Object Protective Structures (FOPS) are required. (Note: See OSHA for structural performance standards).

2) On equipment where ROPS are required (above), seat belts shall be installed and worn by operators.

3) In lieu of a signalman, all bi-directional earthmoving, haulage or compacting equipment, and all trucks with a body capacity of 1-1/2 yards or more used to haul dirt, rock, concrete or other material shall be equipped with an automatically operated reverse signal alarm (such as buzzer, horn or bell) which is audible from a distance of 100 feet from the rear of the vehicle in operation. It shall be the duty of the contractor to inform his suppliers of these requirements.

V. CONCRETE

1) All equipment and materials used in concrete construction and masonry work shall meet the applicable requirements for design, construction, inspection, testing, maintenance and operations as provided in OSHA.

2) Employees working more than six feet above adjacent working surfaces, placing and typing reinforcing steels in walls, piers, columns, etc., shall be provided with a personal fall arrest system (29CFR 1926.502), or equivalent device.

3) Employees shall not be permitted to work above vertically protruding reinforcing steel unless it has been protected to eliminate the hazard of implement.

4) Guying – Reinforcing steel for walls, piers, column and similar vertical structures shall be guyed and supported to prevent collapse.

5) Wire mesh rolls – Wire mesh rolls shall be secured at each end to prevent dangerous recoiling action.

6) Pumpcrete systems – Pumpcrete or similar systems using discharge pipes shall be provided with pipe supports designed for 100 percent overload. Compressed air hose in such systems shall be provided with positive fail-safe joint connectors to prevent separation of sections when pressurized. Safety chains shall be provided on all line two inches in diameter or larger.

7) Concrete buckets equipped with hydraulic or pneumatically operated gates shall have positive safety latches or similar safety devices installed to prevent aggregate and loose material from accumulating on the top and sides of the bucket.

8) Riding of concrete buckets for any purpose shall be prohibited, and vibrator crews shall be kept out from under concrete buckets suspended from cranes or cableways.

9) When discharging on a slope, the wheels of ready-mix trucks shall be locked and the brakes set to prevent movement. The use of chocks is also required.

10) Nozzlemen applying a cement, sand, and water mixture through a pneumatic hose shall be required to wear protective head and face equipment.

11) When temporary storage of reinforcing rods, materials, or equipment on top of formwork becomes necessary, these areas shall be strengthened to meet the intended loads.

12) The sills for shoring shall be sound, rigid, and capable of carrying the maximum intended load.

13) All shoring equipment shall be inspected prior to erection to determine that it is as specified in the shoring layout. Any equipment found to be damaged should not be used for shoring.

14) Erected shoring equipment shall be inspected immediately prior to, during, and immediately after the placement of concrete. Any shoring equipment that is found to be damaged or weakened shall be immediately reinforced or reshored.

15) Reshoring shall be provided when necessary to safety support slabs and beams after stripping or where such members are subjected to superimposed loads due to construction work done.

16) Metal tubular frames used for shoring shall not be loaded beyond the safe working load recommended by the manufacturer.

17) All locking devices on frames and braces shall be in good working order; coupling pins shall align the frame or panel legs; pivoted cross braces shall have

their center pivot in place; and all components shall be in a condition similar to that of original manufacture.

18) When checking the erected shoring frames with the shoring layout, the spacing between towers and cross brace spacing shall not exceed that shown on the layout, and all locking devices shall be in the closed position.

19) Devices for attaching the external lateral stability bracing shall be securely fastened to the legs of the shoring frames.

20) Formwork and shoring shall be designed, erected, supported, braced, and maintained so that it will safely support all vertical and lateral loads that may be imposed upon it during placement of concrete.

21) Working drawing showing the jack layout, formwork, shoring, working decks, and scaffolding, shall be available at the Work Site for review by the Engineer.

22) Stripped forms and shoring shall be removed and stockpiled promptly after stripping. In all areas which persons are required to work or pass, protruding nails, wire ties, and other form accessories not necessary to subsequent work shall be pulled, cut, or other means taken to eliminate the hazard.

23) Imposition of any construction loads on the partially completed structure shall not be permitted unless such loading has been considered in the design and approved by the Engineer.

24) Jacks and vertical supports shall be positioned in such a manner that the vertical loads are distributed equally and do not exceed the capacity of the jacks.

25) When checking the erected shoring towers with the shoring layout, the spacing between posts shall not exceed that shown on the layout, and all interlocking of tubular members and tightness of couples shall be checked.

26) All baseplates, shore heads, extension devices, or adjustment screws shall be in firm contact with the footing sill and the form material and shall be snug against the posts.

27) For stability, single post shores shall be horizontally braced in both the longitudinal and transverse directions, and diagonal bracing shall also be installed. Such bracing shall be installed as the shores are being erected.

28) All baseplates or shore heads of single post shores shall be in firm contact with the footing sill and the form materials.

29) Whenever single post shores are used in more than one tier, the layout shall be approved by the Engineer.

30) When formwork is at an angle, or sloping, or when the surface shored is sloping, the shoring shall be designed for such loading.

31) Adjustment of single post shores to raise formwork shall not be made after concrete is in place.

32) Fabricated single post shores shall not be used if heavily rusted, bent, dented, rewelded, or having broken weldments or other defects.

33) Timber shall not be used if it is split, cut, has sections removed, is rotted, or is otherwise structurally damaged.

34) Nails used to secure bracing or adjustable timber single post shores shall be driven home and the point of the nail bent over if possible. Double head nails will be permitted.

W. DEMOLITION

1) All sidewalks and walkways open to the public shall have abrasive non-skid surface and shall be kept clean and free of tripping hazards at all times.

2) "NO PARKING" zones with appropriate signs and barricades shall be displayed adjacent to buildings being demolished.

3) Water or other means of dust control shall be used where dust presents a health or environmental hazard, property damage potential, or nuisance.

4) See this Manual's section for Rollover and Falling Object Protection Structures, which also applies to demolition equipment.
5) Provide adequate protection to prevent damage to pipes, conduits, wires, cables, or structures above or below ground, which are not designated for removal.

6) Overhead protection shall be erected over sidewalks and shall extend at least ten feet beyond the building lines along direction of the sidewalks. Overhead planking shall be a minimum of three-inch full dimension lumber placed on adequately designed, metal or timber frames.

7) Substantial catch platforms shall be erected around all sides of the building prior to any demolition. Design must be approved by the Engineer.

8) Solid barriers of ¾ inch exterior fire rated B/D Plywood at least eight feet high shall be erected around the structure at ground or sidewalk level to protect the public. The barriers shall be framed with, at a minimum, 2"x3" fire rated studs 16" on center.

9) Full time flagman shall be provided to assist truck egress and ingress.

10) All mechanical, electrical, air conditioning, ducting, skylights, windows, and any other equipment, material or objects on roofs or walls of adjoining or adjacent structures to buildings under demolishment shall be adequately protected from falling material and activity of wrecking crews and equipment.

11) No mechanical equipment (i.e. headache ball, impact equipment other than hand held) shall be used within six feet of any adjoining structure.

12) Employees engage in the demolition or removal of any pipes, structures or machinery covered or insulated with asbestos shall conform with all federal, state and local codes, rules, regulations and requirements including but not limited to:

a) 29CFR 1926.1101

b) 40CFR 61, Subpart M

c) Florida Statue 469.001-469.099

d) Miami-Dade Department of Environmental Resource Management

13) Employees engage in the demolition, removal or disturbance of any listed hazardous substance shall conform with all applicable federal, state and local codes, rules, regulations and requirements.

X. ADVERSE WEATHER CONDITIONS

1) Disassemble all scaffolds, loose formwork, radio antennas and secure properly.

2) All items that cannot be secured shall be stored inside secured storage areas or buildings.

3) All crane booms shall be lowered to ground level and secured to prevent movement.

4) All office trailers shall be tied down in compliance with MDC Tie Down Ordinance No. 77-1 upon original installation. All tie down straps, ground anchors, piers, etc., shall be checked for condition and operation.

5) All exposed glass on the Work Site shall be protected by a solid, rigid covering.

6) All free standing walls shall be shored from both sides.

7) Before employees are dismissed from the Work Site, the Contractors shall make a thorough inspection to verify all necessary precautions have been taken, and report to the engineer for any further instructions.

8) All precautions for construction sites during hurricane conditions, as required by the Florida Building Codes (Appendix D) shall be met.

9) All contractors shall develop a project specific hurricane plan. This plan will include a detailed description of all hurricane preparation activities for each MDT phase of hurricane readiness including:

   a) Phase A – Pre-Season Preparedness

   b) Phase B – Hurricane Advisory (48 hours prior to landfall)

   c) Phase C – Hurricane Watch (24-48 hours prior to landfall)

   d) Phase D – Hurricane Warning (24 hours prior to landfall)

   e) Phase E – Landfall

   f) Phase F – Recovery/Post Hurricane

10) Progression through the MDT phases of hurricane readiness will be declared by the MDT Hurricane Disaster Preparedness Coordinator (Coordinator). The Coordinator may accelerate preparedness levels based on prevailing conditions and expectations. The time of day the storm is expected to arrive, along with the Miami-Dade Emergency Operations Center levels of activation, are some of the factors that are considered. The MDT readiness phase will be communicated through the Resident Engineer or other MDT contract representative.

Y. HOUSEKEEPING

1) All refuse piles shall be removed from the Work Site immediately.

2) Stored and stacked materials shall be kept orderly, properly stacked, choked, and secured.

3) Any protruding nails, etc., shall be bent, removed or clinched immediately.

4) Oil, grease, and water spills shall be cleaned up immediately.

5) Loose materials, tools, or equipment shall be kept off stairs, out of walkways, ramps, platforms at all times when not in use.

6) Depressions and pot-holes in vehicle or walkway surfaces on the Work Site shall be properly filled and graded immediately.

7) Walkways, vehicle travel ways, ramps, railings, and stairways, shall be kept free from debris, properly installed and maintained.

8) Smoking or the use of open flames within 25 feet of flammable storage areas or fueling areas shall not be permitted.

9) Flammable storage areas shall be properly posted **"NO SMOKING"**, provided with adequate fire extinguishers and free of combustible materials.

10) All sanitary facilities used on the Work Site shall be maintained on a daily basis.

11) All structures shall have a minimum of a 5-foot perimeter clearance that is to be free from any combustible debris or materials.

Z. HAZARDOUS SUBSTANCES

1) The Contractor shall develop, implement and maintain a written Hazard Communication/Right-to-Know Program and comply with all applicable requirements of OSHA Hazard Communication Standard 29CFR1910.1200.

2) The Contractor shall ensure that each container of hazardous substances in the workplace is labeled, tagged, or marked with the following information:

   a) identify of the hazardous substance (s) contained therein
   b) appropriate hazard warnings

3) The Contractor's written hazard communication program shall describe how the criteria for labeling; Material Safety Data Sheets (MSDS); employee information and training will be met and also include:

   a) A list of the hazardous chemicals known to be present and their locations at the Work Site.
   b) The methods the employer will use to inform employees of the hazards of non-routine tasks & the hazards associated with hazardous substances contained in unlabeled pipes in their work areas.

4) The Contractor shall maintain copies of the required Material Safety Data Sheet (MSDS) for each hazardous substance in the workplace, and shall ensure that they are readily accessible during each work shift to employees. (The Contractor may obtain the MSDS for a product by requesting it from the product's manufacturer. distributor, or importer.

5) Where employees must travel between workplaces during a workshift, i.e., their work is carried out at more than one geographical location, the MSDS may be kept at a central location at the primary workplace facility. In this situation, the employer shall ensure that employees can immediately obtain the required information in an emergency.

6) MSDS shall also be made readily available to fire & emergency response personnel, the Engineer and MDC Rick Management.

7) Contractors shall provide their employees with the following:

a) Information and training on hazardous chemicals in their work area at the time of their initial assignment, and whenever a new hazard is introduced into their work area.
b) Any operations in there work area where hazardous chemicals are present.
c) The location and availability of the written hazard communication program, including the required list (s) of hazardous chemicals and material safety data sheets.
d) Information as to the employees' rights under the Florida Right-to-Know Law:

1. The right to know of the listed toxic substances present in the workplace.
2. The right to obtain a copy of the Material Safety Data Sheet for each listed toxic substance present.
3. The right to refuse to work, under specified circumstances, with a listed substance, if not provided a copy of the Material Safety Data Sheet for that substance within 5 of the requesting employee's working days after submitting a written request to the employee's employer.
4. The right to instruction, within 30 days of employment, and at least annually thereafter, on the adverse health effects of each listed toxic substance with which they work in the workplace, how to use each substance safety, and what to do in case of any emergency.
5. The right to obtain further information on the properties and hazards of listed toxic substances from the Toxic Substance Information Center (1-800-367-4378).
6. The right to protection against discharge, discipline, or discrimination for having exercised any of these rights.

8) The Contractor shall post the State of Florida Right-to-Know Poster at the Work Site. The poster and information/assistance in complying with the Right-to-Know Law is available from the Toxic Substance Information Center (1-800-367-4378). As soon as any environmental item is discovered, the Contractor shall immediately inform the Resident Engineer and the MDT Senior Professional Engineer (Environmental).

APPENDICES

Appendix A - State of Florida, First Report of Injury or Illness; Supervisor's Report; OSHA 300 & 300A

Appendix B - Tool Box Safety Meeting Document, Suggested Format

Appendix C - Safety Inspection Checklist For Crane Inspection & Critical Lifts

Appendix D - Special Hurricane Precautions

Appendix E - OSHA General Industry and Construction Standards Requiring a Competent Person

APPENDIX A

INSTRUCTION - FIRST REPORT OF INJURY OR ILLNESS
LES FORM DWC – 1

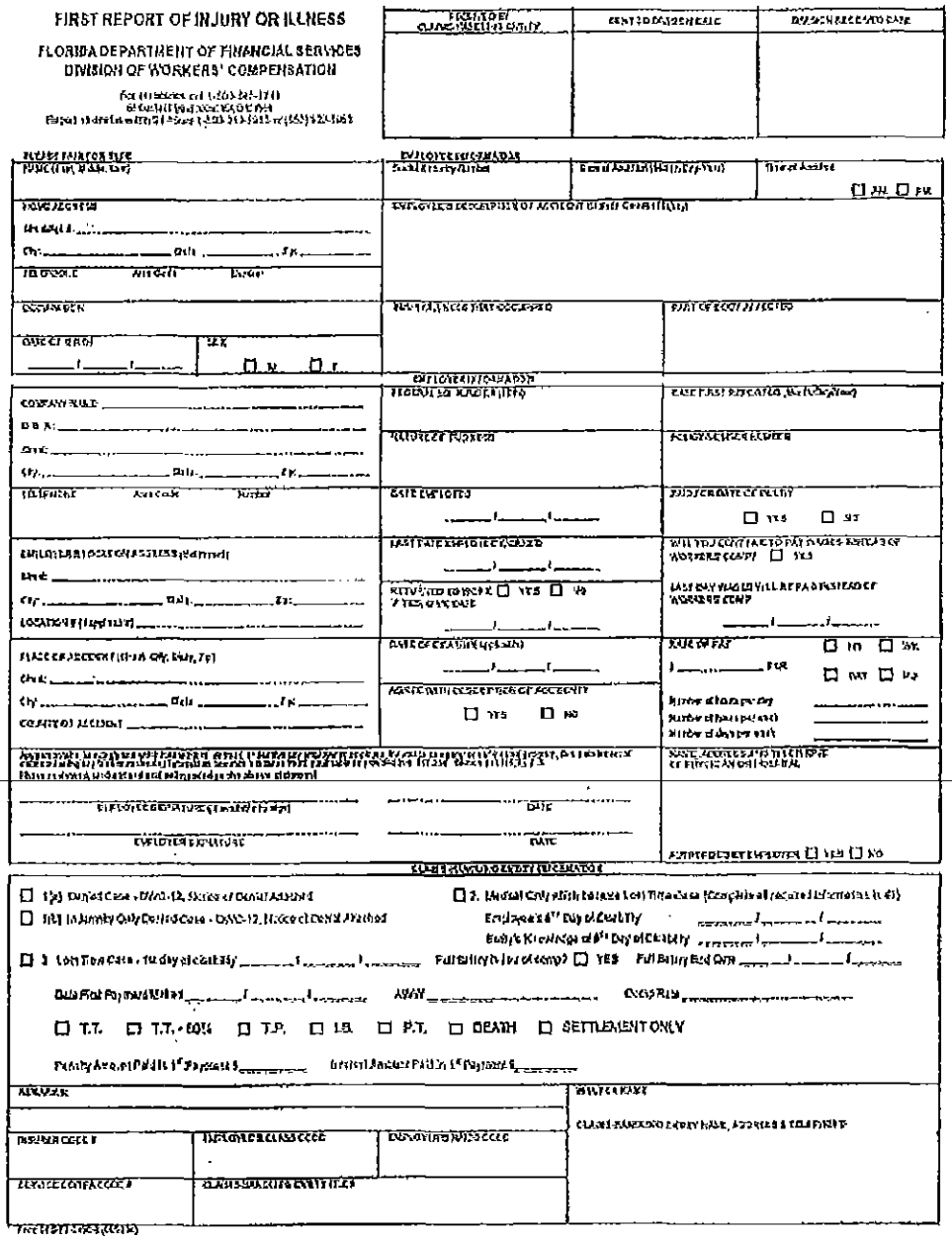
EMPLOYER -You are required by law to report all industrial accidents to the Division of Workers' Compensation within seven days of your first knowledge of the accident. A civil penalty of up to $500 is provided for failure. Fully complete this form, using the employee's description of the accident, signs it, have the employees sign it and mail the original to the Division. Copies marked for the employee and your carrier (insurance company) must be sent to them.

If, for any reason, the employee cannot or will not sign the notice, **do not delay your report.**

EMPLOYEE -You are required by law to report your accident to the Worker's Compensation Division. Enter your description of the accident on this form, have your employer complete the form, then both of you should sign. If your employer refuses to sign or complete the report you should complete it. Send the original to the division, a copy to your employer.

For assistance, or for answers to questions on Workers' Compensation, call the toll free number shown on the form.

DISTRIBUTION:
Part 1 - Division Copy
Part 2 - Carrier Copy
Part 3 - Employer Copy
Part 4 - Employer Copy



FIRST REPORT OF INJURY OR ILLNESS

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 ____

U.S. Department of Labor

Page 61 of 72

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 20___

U.S. Department of Labor

Establishment Information

Industry description (e.g., Manufacture of motor truck trailers)

Standard Industrial Classification (SIC), if known (e.g., 3715)

OR

North American Industry Classification (NAICS), if known (e.g., 336212)

Employment information (If you don't have these figures, see the Publication section of the page for instructions.)

Annual average number of employees

Total hours worked by employees last year

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

OSHA's Form 301

Injury and Illness Incident Report

A standardized form to collect information relating to employee health and injury to assist employers in providing the documentation and analysis of the work-related injuries and illnesses that they are required to record. Also, a tool for collecting information about the extent and severity of work-related incidents for use by employers, labor analysts, safety researchers, insurance personnel, and others interested in evaluating the causes and costs of work-related injuries and illnesses.

U.S. Department of Labor

Information about the employee

Information about the case

Information about the physician or other health care professional

Completed by

Title

Phone

Page 63 of 72

APPENDIX B
TOOL BOX SAFETY MEETING

FOREMAN/SUPERVISOR – PRINT NAME _____ Date and Shift _____

FOREMAN/SUPERVISOR – SIGNATURE _____ Section _____

TOPICS COVERED AT MEETING:

_____

_____

_____

Name(s) of Personnel Present for Meeting _____

Name (print)	Signature	Job Title

MDC AUDIT: _____
(name) (signature) (date)

Original must be filed for length of construction project.

APPENDIX C: SAFETY INSPECTION CHECKLIST
Page 1 of 3

TITLE: JOB SITE ERECTION – Crane Inspection

AREA INSPECTED: _____

INSPECTED BY: _____ DATE: _____

INSPECTOR SUGNATURE: _____

PCI SAFETY MANUAL REFERENCE SECTIONS: _____

* Check items to be inspected in your area – disregard others not applicable

*	OK	ITEM INSPECTED	NOT OK	COMMENTS
		The Crane Crew: Is the operator and crew properly trained and medically fit to perform their job?		
		Operating is a full time job – does the operator pay strict attention to his duties?		
		Do crane personnel wear hard hats when away from the crane?		
		Is the operator aware of the regulations involving working close to high voltage lines and electrical equipment?		
		High Voltage, even from a distance source, can be induced in metal parts of the crane. Is the operator aware of these situations?		
		Does the operator know the weight of each piece before he picks it?		
		Does the crane crew know the manufacturer's proper recommendations for making short moves on the job site?		
		Does the crew get help when lifting heavy items?		
		Does the crew periodically check for level?		
		Do they check outriggers for stability?		
		Do they check the boom angel indicator and other electronic load equipment for accuracy?		
		Does the operator allow anyone to ride the load or the hooks?		
		The Ground Crew (hooking up product) Does the ground crew have, maintain and use proper safety equipment?		
		Are they familiar with the product erection sequence?		

TITLE: JOB SITE ERECTION – Crane Inspection (continued)

AREA INSPECTED: _____

INSPECTED BY: _____ DATE: _____

INSPECTOR SIGNATURE: _____

PCI SAFETY MANUAL REFERENCE SECTIONS: _____

* Check items to be inspected in your area – disregard others not applicable

*	OK	ITEM INSPECTED	NOT OK	COMMENTS
		(Continue) Are they familiar with the crane signals and general operation of the crane?		
		Do they know how to properly hook pieces and provide aerial stability?		
		Do they know how to properly use tag lines?		
		Are tag lines in good condition, strong enough?		
		Long Enough?		
		Two-way communication between the operator and erection foreman are becoming more common to provide safety on the job. Does the crew know how to operator and maintain the system? Are spare parts available for quick repair?		
		Is the crane swing radius roped off to prohibit the crane (during swing) from causing damage or hurting someone? Is entire swing checked? Including counterweights?		
		The Machine: Is the crane operated within all capacities?		
		Is the machine inspected daily?		
		Are the required crane inspections recorded?		
		Are all controls properly identified?		
		Are warning devices operative?		
		Is an operator's manual available to the crew for easy reference?		
		Are load charts, operating signals and other important information posted and/or readily available?		

APPENDIX C: SAFETY INSPECTION CHECKLIST
Page 3 of 3

TITLE: JOB SITE ERECTION – Crane Inspection (continued)

AREA INSPECTED: _____

INSPECTED BY: _____ DATE: _____

INSPECTOR SIGNATURE: _____

PCI SAFETY MANUAL REFERENCE SECTIONS: _____

* Check items to be inspected in your area – disregard others not applicable

*	OK	ITEM INSPECTED	NOT OK	COMMENTS
		(continued) Are brakes within operating limits?		
		Are clutch and brakes surfaces dry?		
		Are all protective panels and guards in place?		
		Are electrical systems in good condition?		
		Are all of the sheaves properly aligned so as to reduce rope wear during work?		
		Is cable in good condition?		
		Are hooks in good condition?		
		Have hooks been inspected by magnetic particle inspection?		
		Are there safety latches on hooks?		
		Are fuel tanks in good condition and without leaks?		
		Are fire extinguishers available and routinely inspected?		
		Slings Are slings in good conditions? Is safety factor of 5 maintained?		
		Are slings stored properly?		
		Are sling inspected reports maintained?		
		Are "U" bolt wire rope clips correctly placed?		
		Are all other lifting devices in good condition?		

APPENDIX C (continued)
Page 1 of 2

CHECK LIST FOR CRITICAL LIFTS

NOTE: THIS FORM IS TO BE COMPLETED WHEN THE LOAD EXCEEDS 80% OF THE LOAD CHART FOR THE CRANE OR DERRICK OR WHERE THE PICK INVOLVES THE USE OF TWO OR MORE CRANES.

DATE:_____

(1) SUPERVISOR RESPONSIBLE FOR LIFT:_____

(2) DESCRIPTION OF ITEM TO BE LIFTED AND ESTIMATED WEIGHT:

_____

_____

(3) EQUIPMENT AND LIFT RELATIONSHIP:

(A) OPERATING RADIUS.....,_____

(B) BOOM LENGTH.....,_____

(C) ALLOWABLE LOAD (FROM LOAD CHART).....,_____

(D) RATIO OF LIFT TO ALLOWABLE LOAD.....,_____

(E) CLEARANCE TO SURROUNDING FACILITIES.....,_____

(F) SLING ANGLE.....,_____

(4) CONDITION OF HOISTING EQUIPMENT AND RIGGING:

(A) HAS ALL EQUIPMENT BEEN REINSPECTED FOR THIS LIFT? o YES o NO

(5) STABILITY OF GROUND AREA:

(A) CHECK SOIL BEARING ALLOWABLE LOAD (COMMENTS):

_____

_____

_____

(B) WILL MATS BE NEEDED? o YES o NO

CHECK LIST FOR CRITICAL LIFTS (cont.)

(B) ANY UNDERGROUND INSTALLATIONS NEEDING SPECIAL ATTENTION?

o YES o NO

(C) WILL IT BE NECESSARY FOR THE CRANE TO WALK WITH THE LOAD?

o YES o NO

IF THE ANSWER IS "YES", ANSWER QUESTIONS E, F, & G.

(E) IS AREA SURFACE LEVEL AND STABLE WHERE THE CRANE WILL BE WALKING

o YES o NO

(F) HAVE FACILITIES BEEN PROVIDED TO KEEP THE LOAD RADIUS FROM CHANGING?

o YES o NO

(G) HAVE ALL OVERHEAD FACILITIES BEEN CHECKED FOR CLEARANCE IN THE AREA WHERE THE CRANE WILL BE MOVING?

(6) DOES THE OPERATOR HAVE THE NECESSARY EXPERIENCE ON THE CRANE AND ON THIS TYPE OF LIFT?

o YES o NO

(7) IF LIFT INVOLVES USE OF TWO CRANES ANSWER THE FOLLOWING:

A) HAVE OPERATORS WORKED TOGETHER BEFORE? o YES o NO

B) WHO WILL COORDINATE INSTRUCTIONS TO OPERATORS?_____

_____

_____

BY: _____
CONTRACTOR'S SUPERINTENDENT

APPENDIX D

SPECIAL HURRICANE PRECAUTIONS

During such periods of time as are designated by the United States Weather Bureau as being a hurricane warning or alert, all construction materials or equipment shall be secured against displacement by wind forces; provided that where a full complement of personnel is employed or otherwise in attendance, or engaged for such protection purposes, normal construction procedures or uses of materials or equipment may continue allowing such reasonable time as may be necessary to secure such materials or equipment before winds of hurricane force are anticipated. Construction materials and equipment shall be secured by guying and shoring, by tying down loose materials equipment and construction sheds.

APPENDIX E

OSHA General Industry and Construction Standards Requiring a Competent Person

The following OSHA standards require a competent person to perform specific functions under the standard. Standards are arranged numerically within the categories of General Industry and Construction. This list of standards requiring a competent person is to be used as a reference tool and does not supercede OSHA requirements.

General Industry (1910)

- 1910.66, Powered platforms for building maintenance.
- 1910.66 App C, Powered Platforms, Manlifts, and Vehicle-Mounted Work Platforms, Personal Fall Arrest System (Section I - Mandatory; Sections II and III - Non-Mandatory).
- 1910.109, Explosives and blasting agents.
- 1910.139, Respiratory protection for M. tuberculosis.
- 1910.183, Helicopters.
- 1910.184, Slings.
- 1910.268, Telecommunications.

Construction (1926)

- 1926.20, General safety and health provisions.
- 1926.53, Ionizing radiation.
- 1926.62, Lead.
- 1926.101, Hearing Protection.
- 1926.251, Rigging equipment for material handling.
- 1926.354, Welding, cutting, and heating in way of preservative coatings.
- 1926.404, Wiring design and protection.
- 1926.451, Scaffolds.
- 1926.454, Scaffolds, Training requirements.
- 1926.500, Fall Protections, Scope, application, and definitions applicable to this subpart.
- 1926.502, Fall protection systems criteria and practices.
- 1926 Subpart M App C, Personal Fall Arrest Systems - Non-Mandatory Guidelines for Complying with 1926.502(d).
- 1926 Subpart M App E, Sample Fall Protection Plan - Non-Mandatory Guidelines for Complying with 1926.502(k).
- 1926.503, Fall Protection, Training Requirements.
- 1926.550, Cranes and derricks.
- 1926.552, Material hoists, personnel hoists, and elevators.
- 1926 Subpart P App A, Excavations, Soil Classification.
- 1926 Subpart P App B, Excavations, Sloping and Benching.
- 1926.651, Specific Excavation Requirements.
- 1926.652, Excavations, Requirements for protective systems.

- 1926.705, Concrete and Masonry Construction, Requirements for lift-slab operations.
- 1926.752, Steel Erection, Bolting, riveting, fitting-up, and plumbing-up.
- 1926.800, Underground Construction.
- 1926.803, Underground Construction, Caissons, Cofferdams, and Compressed Air, Compressed air.
- 1926.850, Demolition, Preparatory operations.
- 1926.859, Mechanical demolition.
- 1926.900, Blasting and the Use of Explosives.
- 1926.1053, Ladders.
- 1926.1060, Stairways and Ladders, Training requirements.
- 1926.1101, Asbestos.
- 1926.1101 App F, Work practices and engineering controls for Class I Asbestos Operations - non-mandatory.
- 1926.1127, Cadmium.

APPENDIX E

CERTIFICATION OF PROPOSER REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(Proposer) Integrys Transportation Fuels dba Trillium CNG certifies to the best of its knowledge and belief, that it and its principals:

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

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

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

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

If the Proposer is unable to certify to any of the statements in this certification, the Proposer shall attach an explanation to this certification.

(Proposer) Integrys Transportation Fuels dba Trillium CNG, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

VP-Commercial Operations

Signature and Title of Authorized Official

Appendix F

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.

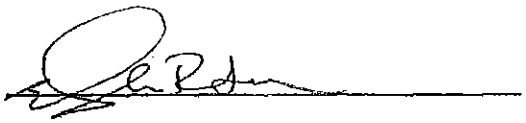
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, 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.]

Integrys Transportation Fuels

The Contractor, dba Trillium CNG, 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: Douglas R. Hul, Vice President

Date: September 30, 2014

APPENDIX G

DISCLOSURE OF LOBBYING ACTIVITIES

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance ☒ g. no covered lobbying activities	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

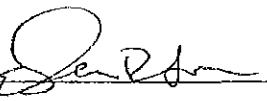
4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier ____, *if known*: **Congressional District**, *if known*:	**Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $

10. a. Name and Address of Lobbying Entity Services
(if individual, last name, first name, MI):

b. Individuals Performing
(including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment *(check all that apply)*:	13. Type of Payment *(check all that apply)*:
$ _____ ☐ actual ☐ planned	☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred

	☐ f. other; specify:
12. Form of Payment *(check all that apply)*: ☐ a. cash ☐ b. in-kind; specify: nature value	
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: *(attach Continuation Sheet(s) SF-LLL-A, if necessary)*	
15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No	
16. 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 reported to the Congress semi-annually and 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 failure.	**Signature:**  **Print Name:** Douglas R. Hut **Title:** Vice President **Telephone No.:** 801.531.1166 **Date:** September 30, 2014
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL

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

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. **If no covered lobbying activities, mark "g" in section 1 above and proceed to complete and sign signature block (section 16).**

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or a subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying individual shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page ____ of ____

APPENDIX H

CERTIFICATION OF PERFORMANCE OF SAFETY-SENSITIVE FUNCTIONS

I, Douglas R. Hut,
Vice President,
(Print Name) (Title)

representing Integrys Transportation Fuels d/b/a Trillium CNG
certify
(Name of Company)

that, based on the definitions in 49 CFR part 655.4, safety-sensitive functions are to be performed for Miami-Dade Transit by
Integrys Transportation Fuels d/b/a Trillium CNG
(Name of Company)

under Purchase Order or Contract Number RFP- 00096 entitled Compressed Natural Gas Program for Miami-Dade Transit

I further certify that by upon award 20____,
Integrys Transportation Fuels d/b/a Trillium CNG
(Date) (Name of Company)

will be in compliance with 49 CFR part 655- Prevention of Alcohol and Prohibited Drug Misuse in Transit Operations. I understand that this will require that my company establish and maintain a comprehensive drug and alcohol program in accordance with each section of 49 CFR parts 655 and CFR 40.

ACKNOWLEDGMENT

Representative Signature

Appendix J

STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States in insure or guarantee a loan, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature

September 30, 2014

Date

SUBSCRIBED AND SWORN TO (or affirmed) before me on September 30, 2014 (Date)

By Angela McConkey (Affiant). He / She is personally known to me

or has presented _____ (Type of Identification) as identification.

Angela McConkey
(Signature of Notary)

652255
(Serial Number)

ANGELA RAE McCONKEY
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 652255
COMM. EXP. 02-15-2016

(Typed, Stamp Name of Notary)

2-15-2016
(Expiration Date)

Notary Public

Notary Seal (State) UT

THIS IS A REQUIRED PROPOSAL SUBMISSION DOCUMENT. FAILURE TO COMPLETE THIS FORM AND TO SUBMIT IT WITH YOUR PROPOSAL WILL RENDER THE PROPOSAL NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

Appendix K

CERTIFICATION REGARDING DEBARMENTAND SUSPENSION

The prospective contractor certifies, by submission of this bid, that neither it nor 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 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 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.

Signature of Contractor's Authorized Official

Douglas R. Hut, Vice President

Name and title of Contractor's Authorized Official

September 30, 2014

Date

APPENDIX L
BUY AMERICA REQUIREMENTS AND CERTIFICATE OF COMPLIANCE

BUY AMERICA REQUIREMENTS
49 U.S.C. 5323(j)
49 CFR Part 661

Applicability to Contracts
The Buy America requirements apply to the following types of contracts: Construction, Acquisition of Goods or Rolling Stock (valued at more than $100,000).

Flow Down
The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The $100,000 threshold applies only to the grantee contract; subcontracts under that amount are subject to Buy America.

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

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. **Bids or offers that are not accompanied by a Buy America certification completed by the Proposer (which includes all entities identified on the solicitation submittal form) must be rejected as nonresponsive.**

BUY AMERICA
CERTIFICATE OF COMPLIANCE

Proposer must sign the Certificate of Compliance, must choose one and only one of the boxes in part (A) of the Certificate of Compliance by placing an "X" in the appropriate box, and must choose one and only one of the boxes in part (B) of the Certificate of Compliance by placing an "X" in the appropriate box. If Proposer consists of more than one entity, refer to Section 1.2, definition 6. Each entity shall be identified herein and shall include its signature on this Certificate of Compliance. *Failure to comply shall render such proposal non-responsive.*

(A) Acquisition of Goods and Services, Other Than Buses, Rolling Stock, and Associated Equipment

(Certification requirement for procurement of steel, iron, or manufactured products)

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

SELECT ONLY ONE BOX IN RESPONSE TO (A):

[X] *Certificate of Compliance*

OR

[ ] *Certificate of Non-Compliance*
*The bidder or offeror hereby certifies that it **cannot** comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7. **Any bidder checking this box for certificate of non-compliance must demonstrate in its proposal why the bidder cannot comply with this provision, and why it may qualify for an exception. The failure to provide this information in the proposal if this box is checked shall render such proposal non-responsive.***

(B) Acquisition of Buses, Rolling Stock and Associated Equipment

(Certification requirement for procurement of buses, other rolling stock and associated equipment)

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11:

SELECT ONLY ONE BOX IN RESPONSE TO (B):

[X] *Certificate of Compliance*

OR

[ ] *Certificate of Non-Compliance The bidder or offeror hereby certifies that it **cannot** comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7. **Any bidder checking this box for certificate of non-compliance must demonstrate in its proposal why the bidder cannot comply with this provision, and why it may qualify for an exception. The failure to provide this information in the proposal if this box is checked shall render such proposal non-responsive.***

I hereby swear or affirm that the information contained in this Certificate of Compliance is correct to the best of my knowledge:

Proposer/ Entity #1:

Firm Name Integrys Transportation Fuels d/b/a Trillium CNG

Date September 30, 2014

Signature

Printed Name Douglas R. Hut

Title Vice President

Proposer/Entity #2 (if applicable):

Firm Name_____

Date _____

Signature_____

Printed Name_____

Title _____

Proposer/Entity #3 (if applicable):

Firm Name_____

Date _____

Signature_____

Printed Name_____

Title _____

Proposer/Entity #4 (if applicable):

Firm Name_____

Date _____

Signature_____

Printed Name_____

Title _____

If the Proposer consists of additional entities, provide additional signatures for each entity.

MIAMI-DADE TRANSIT OFFICE OF CIVIL RIGHTS AND LABOR RELATIONS DBE PROGRAM

MIAMI-DADE COUNTY

MIAMI-DADE TRANSIT

REQUEST FOR PROPOSALS

CERTIFICATION OF ASSURANCE FORM

The undersigned hereby gives assurance to Miami-Dade County of having identified certified Disadvantaged Business Enterprise firm(s). The undersigned assures it will meet or exceed the 15 % DBE goal as stated in the solicitation document.

Authorized Signature

Douglas R. Hut
Print Name

Vice President
Title

September 30, 2014
Date

Integrys Transportation Fuels d/b/a Trillium CNG
Name of Company

MIAMI-DADE TRANSIT OFFICE OF CIVIL RIGHTS AND LABOR RELATIONS DBE PROGRAM

SCHEDULE FOR PARTICIPATION

Instructions for Contractors: List your DBE firms and sign.

DBE FIRM (1):
Name Al Hill Enterprise Corporation

Type of Work to Be Performed: Plumbing

Percentage and Dollar Amount of Total Bid Committed: 3.63 % $ 450,000

Proposed Commencement Date: June 2015 Proposed Completion Date: September 2015

DBE Firm (2):
Name E-Tech Electric Inc.

Type of Work to Be Performed: Electrical

Percentage and Dollar Amount of Total Bid Committed: 7.66 % $ 950,000

Proposed Commencement Date: June 2015 Proposed Completion Date: September 2015

DBE Firm (3):
Name Miguel Lopez Jr., Inc

Type of Work to Be Performed: Site Work

Percentage and Dollar Amount of Total Bid Committed: 5.24 % $ 650,000

Proposed Commencement Date: June 2015 Proposed Completion Date: September 2015

DBE Firm (4):
Name M.C.O. Construction and Services Inc.

Type of Work to Be Performed: Site work and painting

Percentage and Dollar Amount of Total Bid Committed: 0.4 % $ 50,000

Proposed Commencement Date: June 2015 Proposed Completion Date: September 2015

Under penalty of perjury of the laws of the United States, the undersigned certifies that it is committed to hire the above firms to do the work listed above on project RFP-00096 as part of it obligations under said project, and agrees to make the DBE & EEO Requirements of said project part of any tier of its subcontracts. The undersigned also certifies that the DBE listed on this Schedule are certified in the work categories in which they are being proposed to perform and that the Contractor has included language in its subcontracts to ensure that its DBE remain compliant with 49 CFR part 26, specifically Subpart 26.83(j).

Authorized Signature	Douglas R. Hut Print Name and Title	October 2, 2014 Date

Integrys Transportation Fuels dba Trillium CNG LLC

Name of Contractor

DBE FORM (Rev. 5/2014)

MIAMI-DADE TRANSIT OFFICE OF CIVIL RIGHTS AND LABOR RELATIONS DBE PROGRAM

SCHEDULE FOR PARTICIPATION

Instructions for Contractors: List your DBE firms and sign.

DBE FIRM (1):
Name EBS Engineering, Inc

Type of Work to Be Performed: Environmental Engineering

Percentage and Dollar Amount of Total Bid Committed : 0.2 % $ 25,000

Proposed Commencement Date: February 2015 Proposed Completion Date: April 2015

DBE Firm (2):
Name G - T Construction Group Inc

Type of Work to Be Performed: Building Construction

Percentage and Dollar Amount of Total Bid Committed : 0.24 % $ 30,000

Proposed Commencement Date: June 2015 Proposed Completion Date: August 2015

DBE Firm (3):
Name

Type of Work to Be Performed:

Percentage and Dollar Amount of Total Bid Committed : % $

Proposed Commencement Date: Proposed Completion Date:

DBE Firm (4):
Name

Type of Work to Be Performed :

Percentage and Dollar Amount of Total Bid Committed: % $

Proposed Commencement Date: Proposed Completion Date:

Under penalty of perjury of the laws of the United States, the undersigned certifies that it is committed to hire the above firms to do the work listed above on project RFP-00096 as part of it obligations under said project, and agrees to make the DBE & EEO Requirements of said project part of any tier of its subcontracts. The undersigned also certifies that the DBE listed on this Schedule are certified in the work categories in which they are being proposed to perform and that the Contractor has included language in its subcontracts to ensure that its DBE remain compliant with 49 CFR part 26, specifically Subpart 26.83(j).

Authorized Signature | Douglas R. Hut, Print Name and Title | October 2, 2014, Date

Integrys Transportation Fuels dba Trillium CNG LLC

Name of Contractor

DBE FORMS (Rev. 5/2014)

MIAMI-DADE TRANSIT OFFICE OF CIVIL RIGHTS AND LABOR RELATIONS DBE PROGRAM

LETTER OF INTENT FROM DBE SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

To: Integrys Transportation Fuels d/b/a Trillium CNG and Miami-Dade County
(Name of Prime Contractor)

From: MIGUEL LOPEZ JR., INC.
(Name of DBE Firm)

The undersigned DBE is prepared to perform the following described services and/or supply the following described goods, in connection with the following project/contract for a total dollar amount of $ 650,000 and certifies that, upon the execution of a contract with the Prime Contractor, it will not subcontract any part of such contract to any firm, at any tier, without obtaining prior written consent from Miami-Dade County, through the Prime Contractor; it further certifies that it has received from Prime Contractor a true copy of the Affirmative Action provisions, which must include the Davis Bacon requirements and wage determinations, if applicable.

The undersigned also certifies that the undersigned's Disadvantage Business Enterprise certification was issued to perform the specific types of work listed below. The undersigned further certifies that as of the date of this letter, the undersigned is compliant with all the requirements of 49 CFR part 26, specifically Subpart 26.83(j). The undersigned further certifies that the undersigned has submitted an Affidavit of Continuing Eligibility to its certifying agency with the last 12 months.

Prime Contractor: Link Construction Group, Inc.

Project Name: Compressed Natural Gas Program for Miami-Dade Transit

DBE ASSIGNMENTS:

Item No.	Work to be performed	Dollar Amount Per Bid Form
	Site Work	$ 650,000
		$
		$

Item/Supply Description	Quantity	Dollar Amount

Authorized Signature

Title: PRESIDENT

Print Name: MIGUEL LOPEZ JR

Date: 9/21/14

DBE FORMS (Rev. 5/2014)

MIAMI-DADE TRANSIT OFFICE OF CIVIL RIGHTS AND LABOR RELATIONS DBE PROGRAM

LETTER OF INTENT FROM DBE SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

To: Integrys Transportation Fuels d/b/a Trillium CNG and Miami-Dade County
(Name of Prime Contractor)

From: M.C.O. Construction and Services, Inc.
(Name of DBE Firm)

The undersigned DBE is prepared to perform the following described services and/or supply the following described goods, in connection with the following project/contract for a total dollar amount of $ 50,000 and certifies that, upon the execution of a contract with the Prime Contractor, it will not subcontract any part of such contract to any firm, at any tier, without obtaining prior written consent from Miami-Dade County, through the Prime Contractor; it further certifies that it has received from Prime Contractor a true copy of the Affirmative Action provisions, which must include the Davis Bacon requirements and wage determinations, if applicable.

The undersigned also certifies that the undersigned's Disadvantage Business Enterprise certification was issued to perform the specific types of work listed below. The undersigned further certifies that as of the date of this letter, the undersigned is compliant with all the requirements of 49 CFR part 26, specifically Subpart 26.83(j). The undersigned further certifies that the undersigned has submitted an Affidavit of Continuing Eligibility to its certifying agency with the last 12 months.

Prime Contractor Integrys Transportation Fuels d/b/a Trillium CNG

Project Name Compressed Natural Gas Program for Miami-Dade Transit

DBE ASSIGNMENTS:

Item No.	Work to be performed	Dollar Amount Per Bid Form
	Site work and painting	$ 50,000
		$
		$

Item/Supply Description	Quantity	Dollar Amount

Authorized Signature

Title President

Elizabeth A. MC Neill 9-30-2014
Print Name Date

DBE FORMS (Rev. 5/2014)

MIAMI-DADE TRANSIT OFFICE OF CIVIL RIGHTS AND LABOR RELATIONS DBE PROGRAM

LETTER OF INTENT FROM DBE SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

To: Integrys Transportation Fuels dba Trillium CNG and Miami-Dade County
(Name of Prime Contractor)

From: G-T Construction Group Inc.
(Name of DBE Firm)

The undersigned DBE is prepared to perform the following described services and/or supply the following described goods, in connection with the following project/contract for a total dollar amount of $_____ and certifies that, upon the execution of a contract with the Prime Contractor, it will not subcontract any part of such contract to any firm, at any tier, without obtaining prior written consent from Miami-Dade County, through the Prime Contractor; it further certifies that it has received from Prime Contractor a true copy of the Affirmative Action provisions, which must include the Davis Bacon requirements and wage determinations, if applicable.

The undersigned also certifies that the undersigned's Disadvantage Business Enterprise certification was issued to perform the specific types of work listed below. The undersigned further certifies that as of the date of this letter, the undersigned is compliant with all the requirements of 49 CFR part 26, specifically Subpart 26.83(j). The undersigned further certifies that the undersigned has submitted an Affidavit of Continuing Eligibility to its certifying agency with the last 12 months.

Prime Contractor: Integrys Transportation Fuels dba Trillium CNG

Project Name: RFP-00096 - Compressed Natural Gas Program for Miami-Dade Transit

DBE ASSIGNMENTS:

Item No.	Work to be performed	Dollar Amount for Bid Form
	Building Construction	$ 30,000
		$
		$

Item/Supply Description	Quantity	Dollar Amount

Authorized Signature

Title: President

Print Name: Rafael Garcia-Tejada

Date: 10/4/2014

DBE FORM (Rev. 2/2012)

MIAMI-DADE TRANSIT OFFICE OF CIVIL RIGHTS AND LABOR RELATIONS DBE PROGRAM

LETTER OF INTENT FROM DBE SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

To: Integrys Transportation Fuels d/b/a Trillium CNG and Miami-Dade County
(Name of Prime Contractor)

From: E-Tech Electric Inc.
(Name of DBE Firm)

The undersigned DBE is prepared to perform the following described services and/or supply the following described goods, in connection with the following project/contract for a total dollar amount of $ 950,000 and certifies that, upon the execution of a contract with the Prime Contractor, it will not subcontract any part of such contract to any firm, at any tier, without obtaining prior written consent from Miami-Dade County, through the Prime Contractor; it further certifies that it has received from Prime Contractor a true copy of the Affirmative Action provisions, which must include the Davis Bacon requirements and wage determinations, if applicable.

The undersigned also certifies that the undersigned's Disadvantage Business Enterprise certification was issued to perform the specific types of work listed below. The undersigned further certifies that as of the date of this letter, the undersigned is compliant with all the requirements of 49 CFR part 26, specifically Subpart 26.83(j). The undersigned further certifies that the undersigned has submitted an Affidavit of Continuing Eligibility to its certifying agency with the last 12 months.

Prime Contractor Link Construction Group, Inc.

Project Name Compressed Natural Gas Program for Miami-Dade Transit

DBE ASSIGNMENTS:

Item No.	Work to be performed	Dollar Amount Per Bid Form
	Electrical	$ 950,000
		$
		$

Item/Supply Description	Quantity	Dollar Amount

Authorized Signature

Title President

Juan Rosello
Print Name

Date

DBE FORMS (Rev. 5/2014)

MIAMI-DADE TRANSIT OFFICE OF CIVIL RIGHTS AND LABOR RELATIONS DBE PROGRAM

LETTER OF INTENT FROM DBE SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

To: Integrys Transportation Fuels d/b/a Trillium CNG and Miami-Dade County
(Name of Prime Contractor)

From: EBS Engineering, Inc.
(Name of DBE Firm)

The undersigned DBE is prepared to perform the following described services and/or supply the following described goods, in connection with the following project/contract for a total dollar amount of $ 25,000 and certifies that, upon the execution of a contract with the Prime Contractor, it will not subcontract any part of such contract to any firm, at any tier, without obtaining prior written consent from Miami-Dade County, through the Prime Contractor; it further certifies that it has received from Prime Contractor a true copy of the Affirmative Action provisions, which must include the Davis Bacon requirements and wage determinations, if applicable.

The undersigned also certifies that the undersigned's Disadvantage Business Enterprise certification was issued to perform the specific types of work listed below. The undersigned further certifies that as of the date of this letter, the undersigned is compliant with all the requirements of 49 CFR part 26, specifically Subpart 26.83(j). The undersigned further certifies that the undersigned has submitted an Affidavit of Continuing Eligibility to its certifying agency with the last 12 months.

Prime Contractor Integrys Transportation Fuels d/b/a Trillium CNG

Project Name Compressed Natural Gas Program for Miami-Dade County (RFPs-00085 and 00096)

DBE ASSIGNMENTS:

Item No.	Work to be performed	Dollar Amount Per Bid Form
	Environmental, Inspection, etc.	$ 25,000
		$
		$

Item/Supply Description	Quantity	Dollar Amount

Authorized Signature

Title President

Benjamin S. Essien, P.E. 9/30/2014
Print Name Date

DBE FORMS: (Rev.5/2014)

MIAMI-DADE TRANSIT OFFICE OF CIVIL RIGHTS AND LABOR RELATIONS DBE PROGRAM

LETTER OF INTENT FROM DBE SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

To: Integrys Transportation Fuels d/b/a Trillium CNG and Miami-Dade County
(Name of Prime Contractor)

From: Al Hill Enterprise Corporation
(Name of DBE Firm)

The undersigned DBE is prepared to perform the following described services and/or supply the following described goods, in connection with the following project/contract for a total dollar amount of $ 450,000 and certifies that, upon the execution of a contract with the Prime Contractor, it will not subcontract any part of such contract to any firm, at any tier, without obtaining prior written consent from Miami-Dade County, through the Prime Contractor; it further certifies that it has received from Prime Contractor a true copy of the Affirmative Action provisions, which must include the Davis Bacon requirements and wage determinations, if applicable.

The undersigned also certifies that the undersigned's Disadvantage Business Enterprise certification was issued to perform the specific types of work listed below. The undersigned further certifies that as of the date of this letter, the undersigned is compliant with all the requirements of 49 CFR part 26, specifically Subpart 26.83(j). The undersigned further certifies that the undersigned has submitted an Affidavit of Continuing Eligibility to its certifying agency with the last 12 months.

Prime Contractor: Integrys Transportation Fuels d/b/a Trillium CNG

Project Name: Compressed Natural Gas Program for Miami-Dade Transit

DBE ASSIGNMENTS:

Item No.	Work to be performed	Dollar Amount Per Bid Form
		$
	Plumbing @ 8801 NW 58th St.	$ 450,000
		$

Item/Supply Description	Quantity	Dollar Amount

Al Hill, Pres. Title Pres.
Authorized Signature

Al Hill, Pres. 9-24-14
Print Name Date

DBE FORMS (Rev. 5/2014)

Appendix A

Scope of Work
County Objectives for Compressed Natural Gas (CNG) Program for DTPW

The Contractor has prepared a Final CNG Implementation Plan which addresses the County's Objectives and is attached to Appendix C, Design and Construction Administration Agreement, as Attachment 6, Major Project Schedules. The plan details the cost-effective solutions to implement the Program to include the specific role of the Contractor, the role of the County, scheduling, milestones for completion, and deliverables, as specified in the Master Developer Agreement and the Sub-Agreements. Work to be performed and Services to be provided shall be authorized by the County subject to the terms of the Master Developer Agreement and Sub-Agreements which provide a definition of tasks, a schedule for completion, financial requirements, and a methodology for payment.

The Contractor shall provide for the overall implementation of the County's CNG Program for the Department of Transportation and Public Works (DTPW), more specifically (a) at the DTPW Central Bus Depot in accordance with this Appendix A and the Central Bus Depot Scope of Work; (b) at the Coral Way Bus Depot in accordance with this Appendix A and the Coral Way Bus Depot Scope of Work; and, (c) at the Northeast Bus Depot if so desired by the County, at its sole discretion, on an optional basis. No scope of work for the Northeast Bus Depot is included in this Agreement at this time, but will be added in the event the County elects to take advantage of this option.

As part of the implementation, the Contractor shall obtain CNG buses, in accordance with Appendix B, Bus Purchase Agreement; design and construct all required facilities and provide all required CNG equipment and other related equipment, in accordance with Appendix C, Design and Construction Administration Agreement, this Appendix A, and the final plans as approved by the County; provide CNG Fuel at the County Stations, as further detailed in Appendix D, CNG Vehicle Fuel Purchase Agreement; lease property from the County for the purposes of providing for CNG Public Access Stations, in accordance with Appendix E, Lease Agreement for CNG Public Access Station at Central Bus Depot, and Appendix F, Lease Agreement for CNG Public Access Station at Coral Way Bus Depot; and provide maintenance services on all CNG equipment in accordance with Appendix G, Compression of Natural Gas and Maintenance of CNG Equipment Agreement. The Contractor shall perform this Work in accordance with Federal Provisions for Rolling Stock and Construction (attached to the applicable Sub-Agreements).

In the implementation of the CNG Program for DTPW at the above mentioned County Bus Depot locations, the Contractor shall accomplish the County's Objectives, which include:

1. Design, build, finance, operate and maintain County CNG fuel service stations;
2. Upgrade existing County infrastructure including upgrading and/or converting County maintenance facilities and existing fuel stations to provide CNG;
3. Obtain CNG powered buses, with the goal of replacing County diesel powered buses with CNG buses;
4. Supply CNG Fuel for County buses; and
5. Generate revenues for the County through the sale of CNG Fuel to third parties.

Additionally, the Contractor may be required to assess other infrastructure such as station bus stops to determine if any modifications are required to accept CNG buses. Any such work will be issued through a work order for an agreed upon scope of work and price.

CNG Program for DTPW

The intent of the Program is to implement a cost-effective approach to reducing dependence on petroleum-based diesel fuel and provide revenue generating opportunities from CNG Public Access Stations. The Contractor shall:

1. Provide for all work required for fully functional fueling and servicing stations to service up to 200 buses per Bus Depot. The scope of work includes all natural gas and electrical utility infrastructure development work, installation of underground transmission lines, all electrical work, modification of existing facilities, and restoration. Provide thorough inspection of the facilities (maintenance and fueling) and the infrastructure at each location including all existing buildings, structures, and equipment, for all conditions that may impact the work, including all permits, approvals, fees, etc. to meet applicable codes and regulations and to implement all required modifications in accordance with best industry practices.

2. Provide for the conversion at the Central Bus Depot and Coral Way Bus Depot.

3. Design, build, operate, finance, and maintain CNG fueling stations in spaces so designated by DTPW that will meet present and future bus fleet CNG fueling requirements and modify existing buildings and equipment to comply with applicable codes and regulations. Evaluate and implement applicable best practices from industry and the EPA Natural Gas Star Program, to minimize loss of product and associated methane emissions (http://www.epa.gov/gasstar/tools/recommended.html).

4. Obtain new CNG powered transit buses to operate in revenue service and subject to DTPW's immediate requirements for replacement of 300 transit buses.

5. Provide powered compression system with sufficient number of compressors sized to meet DTPW fleet fueling requirements with high pressure gas lines with one compressor not in operation. The system shall include a gas chromatograph to monitor the methane content of incoming gas supply. The station control system will initiate an alarm when methane drops below an agreed upon level.

6. Provide back-up generator to fully power the compression system in the event of loss of power.

7. Provide compression system for continuous fueling of four buses simultaneously at an appropriate pounds per square inch (PSI) and sufficient cubic feet per minute (CFM) "Fueling Pump Compression Standard" to completely fuel the buses in 6.5 minutes or less, assuming each bus requires 65 diesel gallon equivalent (DGE).

8. Install at least four CNG dispensers at the fuel island, one at each traffic lane. The operation will include fuel dispensers with required credentials to initiate operation, notification when fueling is completed, and a display and electronic communication of the amount of fuel dispensed to DTPW's inventory system. In addition, at a minimum, two unleaded gasoline dispensers (with 7,000 gallon tank capacity), and two diesel pumps (with 12,000 gallon tank capacity) shall be installed in the outer most lane of the fuel island at each of DTPW's bus depots.

9. Ensure all servicing transactions including fuel, fluids, operator and vehicle data are communicated through the E. J. Ward fueling system.

10. Install at each fuel island facility two (2), 280 gallon; two (2), 500 gallon; and one (1), 4,000 gallon CNG engine oil storage tanks, and pumps, plumbing and four overhead hose reels, one at each traffic lane. Provide additional plumbing for CNG engine oil hose reels for the maintenance shops as needed.

11. Install plumbing and overhead hose reels for coolant, engine oil, and transmission fluid at each traffic lane of each fuel island. Provide shop air and water also to be available at the fuel island.

12. Provide a bus vacuuming system with hoses for cleaning the buses at each lane.

13. Properly illuminate each fuel island for nighttime servicing of the buses.

14. Provide appropriate air conditioned office space for each fuel facility for DTPW personnel.

15. Provide all labor, materials, equipment, expendables, and incidentals to maintain the CNG fueling stations, including all CNG equipment and components. DTPW will be responsible for replenishing the engine oil, transmission fluid, and coolant as needed, maintaining the diesel fuel equipment and maintaining its E.J. Ward System.

16. Provide necessary electricity utilizing a separate meter to operate the entire fueling operation.

17. Ensure the fueling facility is operable 24 hours per day, seven days per week.

18. Respond to malfunctions at the fuel islands within a one (1) hour period of notification, unless such malfunction results in loss or degradation of fueling capacity or poses a safety hazard, in which case the Contractor's response shall be immediate.

19. Ensure that all equipment is installed in accordance to the manufacturer's requirements.

20. Not impede DTPW's normal fueling and maintenance operations.

21. Obtain and pay for all federal, state and local permits, fees, and licenses necessary to complete the project.

Appendix B

MASS TRANSIT BUS PURCHASE AGREEMENT

by and among

MIAMI-DADE COUNTY,

TRILLIUM TRANSPORTATION FUELS, LLC

and

NEW FLYER OF AMERICA, INC.

This MASS TRANSIT BUS PURCHASE AGREEMENT ("Agreement"), dated as of this _____ day of _____ 2016 (the "Effective Date"), is made and entered into by and among Miami-Dade County ("County"), Trillium Transportation Fuels, LLC ("Trillium"), and New Flyer of America, Inc. ("New Flyer") (collectively, the "Parties").

WHEREAS County issued Request for Proposals No. 00096 (the "RFP") on June 13, 2014 for a Compressed Natural Gas Program for Miami-Dade Department of Transportation and Public Works ("DTPW") for a qualified firm to enter into a Master Developer Agreement with the County for the design, financing, construction, maintenance, provision of buses, operation of a Compressed Natural Gas ("CNG") Program for DTPW, and supply of CNG fuel to DTPW;

WHEREAS Trillium submitted a proposal in response to the RFP and was the selected proposer by the County for negotiations around November 3, 2015, and Trillium and DTPW intend to enter into such Master Developer Agreement, which this Agreement is a Sub-Agreement as Appendix B thereto;

WHEREAS New Flyer provided a proposal to Trillium to sell, manufacture and deliver certain transit buses to DTPW;

WHEREAS Trillium's proposal provided for the provision of buses manufactured by New Flyer, New Flyer agrees to manufacture and deliver such buses to DTPW and the County agrees to provide payment for the ordered and delivered buses; and

WHEREAS the Parties desire to enter into this Agreement to describe the Parties' roles and responsibilities with respect to, among other things, the order, manufacture, delivery and payment of the buses;

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

1. PURPOSE AND ROLES OF THE PARTIES.

The purpose of this Agreement is to provide DTPW with heavy-duty transit buses in a timely and efficient manner. To facilitate this purpose each Party has a specific role generally described as follows: (i) County shall fund the purchase of buses ordered by Trillium hereunder and in accordance with the bus specifications herein, and shall ensure the delivered buses are promptly inspected, communicating in writing either acceptance of the buses to New Flyer ("Final Acceptance"), or rejection of the buses, as

applicable, in accordance with the terms hereof; (ii) Trillium will order the buses, create a payment procedure and mechanism for New Flyer to be timely paid for the manufacture and delivery of buses and shall coordinate its obligations under the Master Developer Agreement with the bus delivery schedule; and (iii) New Flyer will manufacture and deliver the buses to DTPW in accordance with the technical specifications , as set forth herein and as may be hereinafter modified by New Flyer and DTPW from time to time.

Each Party understands and agrees that to execute these roles it is responsible for the obligations and duties described in this Agreement. The County acknowledges and agrees that notwithstanding that communication regarding the manufacture, delivery and acceptance of the buses may occur between DTPW, New Flyer and Trillium, the County shall be responsible for all obligations of DTPW hereunder, including, but not limited to, the obligation to pay for the buses.

2. TERM.

This Agreement commences on the Effective Date and shall continue until New Flyer has manufactured and delivered all of the subject buses under the terms herein to the reasonable satisfaction of DTPW, which includes Final Acceptance of the buses by DTPW to New Flyer (the "Term"), unless otherwise terminated hereunder.

3. BUS TECHNICAL SPECIFICATIONS.

The buses shall be manufactured in accordance with the technical specifications set out in Attachment A, Bus Technical Specifications, as amended by the addenda set out in Attachment B, RFP and Subsequent Addenda, and the deviations taken by New Flyer and approved by the County as described in Attachment C, Deviations. The County may select the optional components described in Attachment D, Base Bus Pricing and Optional Components, and in such event, the price of the subject buses shall be adjusted in accordance with the pricing described in Attachment D.

4. CHANGE ORDER REQUESTS.

The County shall submit requests to make changes to the technical specifications, if any, ("Change Orders"), as set out herein and as may be agreed to by New Flyer. The County understands and agrees that such Change Orders must be received by New Flyer at least twenty-six (26) weeks prior to the line entry date of the buses to which the Change Order relates. The County shall be solely responsible for the timely submission of the Change Order and if it is submitted within twenty-six (26) weeks prior to the line entry date, the Change Order shall be automatically rejected. New Flyer shall promptly communicate to the County if such Change Order has been timely received for inclusion in the order line entry date and the impact to the bus unit price. The County shall have five (5) business days to either agree to the price change or withdraw the Change Order. If the County fails to respond within such five (5) business day period, the changes and additional costs shall be deemed rejected.

5. PRICE ADJUSTMENT RESULTING FROM REGULATORY CHANGES.

Appendix B

The Parties acknowledge that new and more stringent federal emissions standards have been legislated to be phased-in effective January 1, 2018. The Parties agree that a price adjustment in respect of the purchase of 2018 emission-compliant vehicles may be required, as described in Attachment J, 2018 Emissions Changes.

Notwithstanding any other provision contained herein, in the event that an additional price adjustment is required as a result of legislation or regulations that become effective after the receipt of an order by New Flyer for buses, such price adjustment shall be negotiated in good faith by the Parties.

6. BUS PURCHASE PRICE.

The bus prices are expressed in US Dollars as described in Attachment D and are exclusive of taxes ("Base Bus Price"). The Parties acknowledge and agree that these prices are for deliveries of buses in 2017 or 2018. The Base Bus Price is inclusive of all costs associated with the supply and delivery of the buses including all warranties, shipping and delivery. Base Bus Prices will not include:

a. changes due to Optional Components and related pricing described in Attachment D;
b. Change Orders requested by the County and approved by New Flyer;
c. the application of the stipulated formula associated with any change in Producer Price Index as set out in Attachment E, Price Escalation Provisions, as applicable; or
d. Any price adjustments made in accordance with Section 5.

7. ORDER QUANTITIES, DELIVERY, ACCEPTANCE AND REPAIRS.

Bus Order Quantity: Trillium will submit the bus order for 300 buses as specified herein (the "Bus Order"). The Bus Order shall be submitted by Trillium at least six (6) months (or other lead time agreed upon by the Parties) prior to a delivery date determined by the Parties in contemplation of the completion and ready for service date of the Central Bus Depot CNG Fueling Station constructed by Trillium in accordance with the Master Developer Agreement.

Bus Delivery Schedule: The delivery schedule for each tranche of the buses to be delivered to DTPW shall be in accordance with Attachment K, Bus Delivery Schedule. New Flyer shall comply with the agreed upon bus delivery schedules and shall bear the cost and risk associated with the delivery of the buses up to and including the time of delivery of each bus to DTPW.

Final Acceptance: Delivery of a bus to DTPW does not constitute Final Acceptance for the purpose of payment. Final Acceptance will be given by signed notification from the County's Project Manager or designee, and shall be given only after a thorough inspection by DTPW, except as provided for below. The inspection must demonstrate that the bus meets contract specifications and conditions and that the engineering, materials, and workmanship exhibit a level of quality and performance consistent with or exceeding industry standards. Final Acceptance includes successful completion of Buy America post-delivery audit.

Inspection and Acceptance of Bus Procedure: DTPW, or its authorized agent, shall endeavor within fifteen (15) calendar days after delivery of a bus to the Point of Delivery, to notify New Flyer, in writing, of formal

acceptance or non-acceptance of such bus. DTPW, or its authorized agent, will assess the bus in terms of compliance with the technical specifications as set out herein and as may be modified by New Flyer and DTPW from time to time. In the event of non-acceptance, DTPW shall provide New Flyer the particulars in writing of such non-acceptance and New Flyer shall respond by retrieval of the bus within five (5) days or as otherwise agreed between the Parties. If DTPW fails to notify New Flyer of acceptance or non-acceptance within twenty-five (25) calendar days, then the bus or buses are deemed to have been conditionally accepted.

Repairs after Non-Acceptance (or Conditional-Acceptance): At the sole option of the County, New Flyer or its designated representative (which may be DTPW as provided for, and in accordance with, below) shall correct any defects identified by DTPW. In the event that New Flyer fails or refuses to begin the requested repairs within seven (7) calendar days from the date of being provided the bus to make such repairs, or should New Flyer not promptly complete all such repairs to the satisfaction of DTPW within a reasonable period of time after being provided the bus, DTPW may opt to make arrangements for the work to be done and invoice New Flyer for all reasonable costs incurred within thirty (30) calendar days of written notification regarding such costs. New Flyer shall pay such invoice within thirty (30) calendar days of receipt.

If DTPW conditionally accepts the bus, the County shall pay the purchase price for the bus to New Flyer, less an amount equal to the cost of rectifying the identified defects, as determined by DTPW and New Flyer, acting reasonably. The County shall pay New Flyer the withheld amount within five (5) business days of the defects relating thereto being resolved to the satisfaction of DTPW, acting reasonably.

Risk of Loss: DTPW shall assume risk of loss for each bus on delivery. Prior to delivery, New Flyer shall have risk of loss of the bus, including any damages sustained during delivery.

Repairs by New Flyer: DTPW shall make any bus requiring repairs available to New Flyer or its designated representative for the purposes of completing such repair(s). New Flyer shall provide, at its own expense, all spare parts, tools, personnel, and space required to promptly complete the repairs. At DTPW's option, New Flyer may be required to remove the bus from DTPW's property while repairs are being completed. If a bus is removed from DTPW's property, New Flyer representatives must diligently pursue repair procedures, and New Flyer shall assume all risk of loss until the bus is returned to DTPW.

Repairs by DTPW: If DTPW opts to make the repairs, it shall use New Flyer specified parts available from its own stock or those supplied by New Flyer specifically required for such repair.

New Flyer Supplied Parts: If New Flyer supplies parts for the work being performed by DTPW, such parts shall be shipped prepaid to DTPW within ten (10) calendar days after receipt of the request for said parts.

Reimbursement for Defects and DTPW Stock Parts: New Flyer shall bear the cost of all parts and materials necessary to repair the defect, and reimburse DTPW for any DTPW stock parts or costs DTPW incurs in the repair. The reimbursement shall be at the current replacement cost plus applicable taxes. Alternatively, New Flyer may elect to replace the parts at no cost to DTPW.

Return of Defective Components: New Flyer may request that any parts replaced under this Agreement be returned to New Flyer, at New Flyer's cost.

Appendix B

Reimbursement for Labor: New Flyer shall reimburse DTPW for any labor provided by DTPW to correct defects. The amount shall be determined by multiplying the number of person-hours required to correct the defect (based on standard repair times set out in the New Flyer Xcelsior Standard Repair Times Manual) by an all-inclusive shop rate of $70.00 per hour.

Reimbursement for Warranty Labor and/or Parts: New Flyer shall reimburse DTPW by check for warranty labor and/or parts, within sixty (60) calendar days of receipt of a valid warranty claim. DTPW will have the option of accepting reimbursement through parts credits, if applicable.

8. TITLE, NEW FLYER WARRANTY AND TRILLIUM'S DISCLAIMER OF WARRANTY.

Upon the acceptance or deemed acceptance of a bus by DTPW, New Flyer shall deliver title for each such bus in a form which complies with Florida law. The County shall be liable for payment of the bus upon acceptance or deemed acceptance of the bus, in accordance with the payment terms herein. New Flyer warrants that each title conveyed to the County, which occurs at the time of acceptance or deemed acceptance of the bus by DTPW, shall be free and clear of all encumbrances. DTPW shall be responsible, at its cost, for completing the registration of each bus in accordance with Florida law. If Trillium incurs any fees, taxes, or expenses imposed by a third-party related to or arising from the ordering of buses hereunder, then Trillium shall advise the County and obtain County written approval should Trillium desire for the County to reimburse Trillium for any and all such fees, taxes and expenses. All New Flyer manufacturer and part and equipment warranties of its suppliers, to the extent transferrable, shall be transferred to the County.

NOTWITHSTANDING ANY OTHER PROVISION HEREUNDER, THE PARTIES ACKNOWLEDGE AND AGREE THAT TRILLIUM WILL AT NO TIME TAKE POSSESSION OR CUSTODY OF THE BUSES DESCRIBED HEREIN AND TRILLIUM MAKES NO REPRESENTATION, WARRANTY, OR COVENANT (WHETHER EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THE BUSES AND HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, INCLUDING WITHOUT LIMITATION, THE WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO THE BUSES OR ANY COMPONENT THEREOF.

9. INVOICING AND PAYMENT TERMS.

New Flyer warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as it deemed necessary in order to determine the price to provide the buses, option items, training, spare parts and special tools under this Agreement. The compensation for all goods and services in this Agreement shall be as specified in Attachment B, Base Bus Pricing and Optional Components and Attachment G, Pricing for Training, Spare Parts and Special Tools. The County shall have no obligation to pay either New Flyer or Trillium any additional sum in excess of these amounts, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and New Flyer. The Parties acknowledge that there is no markup or administrative fees to be paid to Trillium for the goods or services herein. All work or services undertaken by New Flyer before the County's approval of this Agreement shall be at New Flyer's risk and expense.

Invoicing and payment shall be as follows and as further defined in Attachment F, Payment Terms:

a. Trillium will set up a bank account at a bank of Trillium's choosing for the receipt of funds from the County for the purchase of the buses ("Bus Funding Account").

b. Trillium will request to the County, and complete all forms necessary, to be set up in the County financial system to receive payments via Automated Clearing House credit transfer ("ACH"). Otherwise, the County will pay via check.

c. New Flyer shall invoice Trillium as described in Attachment F, Payment Terms, and Trillium shall promptly provide the County with said invoice and request the County to credit the funds to the Bus Funding Account via ACH transaction, if receipt of payments via ACH was set up by Trillium, otherwise payment will be via check. The County shall pay such invoiced amount to the Bus Funding Account based upon the payment terms herein and in Attachment F hereto. Upon Trillium's confirmation of the receipt or deposit of funds in the Bus Funding Account, Trillium shall promptly notify and authorize New Flyer to draft such invoiced amount from the Bus Funding Account.

d. An invoice shall be prepared by New Flyer for each bus in accordance with the bus price in this Agreement. Each invoice shall include the bus Vehicle Identification Number, type of bus delivered, Point of Delivery, the bus Final Acceptance date by DTPW, the unit price for the bus, the total amount owed, and the applicable payment terms as described herein.

10. MATERIALS, WORKMANSHIP and INSPECTION.

All buses, materials and workmanship to be provided by New Flyer to DTPW hereunder, shall comply with Buy America regulations, and shall be manufactured in compliance with the technical specifications as set out herein and as may be modified by New Flyer and DTPW from time to time. New Flyer shall provide a warranty on each bus as described in Attachment I, New Flyer Warranty Provisions.

Quality of Materials: New Flyer shall furnish all materials required to complete each bus. The materials furnished shall be new and shall be free from impurities, defects, and imperfections impairing strength, durability and appearance. They shall be of good commercial quality for the purposes specified, with structural properties to withstand the strains and stresses to which they will be subjected in normal service in Miami-Dade County, Florida. Notwithstanding any prior inspection or approval, only materials conforming to the requirements of the technical specifications, as set out herein and as may be modified by New Flyer and DTPW from time to time, shall be incorporated into the buses.

Equivalent Materials and Equipment: New Flyer shall manufacture and supply each bus with the components and materials in accordance with the technical specifications, as set out herein and as may be modified by New Flyer and DTPW from time to time, unless substitutions become necessary and are agreed to by DTPW. Any substitution of an article or material shall be at least equivalent in quality and suitable for the purpose intended. Substitutions will be permitted hereunder subject only to the following:

a. Any such substitution shall require prior approval in writing by DTPW;
b. Any such substitutions shall not result in any additional cost to the County for the bus;
c. All requests by New Flyer for approval of substitutions shall be made to DTPW in writing and accompanied by supporting information;

d. The burden of proof of at least equal quality and of suitability for the purpose intended shall be upon New Flyer and all information and tests related to such proof shall be free of cost to the County; and
e. Whenever classification, rating or other certification by a recognized organization (such as the American Society for Testing and Materials (ASTM), or recognized national standard) is a part of the technical specifications for any material, any substitution of alternative materials shall be accompanied by certification from the appropriate organization that the substitution complies with the requirements of the technical specifications.

Defective Material: Material or equipment intended for use on each bus, or parts thereof, which is found to be not in conformance with this Agreement, shall be clearly marked and so disposed of as to ensure that it will not be used or offered for use again on any other bus manufactured hereunder unless and until proper material or equipment has been substituted or other corrective action taken to the satisfaction of the DTPW.

Maintainability: The Parties agree that it is imperative that the buses be easily maintainable in accordance with industry standards, which depends upon part accessibility, ease of component exchange, use of common as opposed to special tools, clear and comprehensive manuals and drawings. The design must minimize the variety of sizes and types of fasteners to minimize the variety of required tools, practices and spare parts. The design must accentuate servicing accessibility and the use of reliable quick fasteners. It must not be unreasonably necessary to disconnect piping, move apparatus or other obstacles before servicing or removing apparatus needing regular maintenance. Panels and suitable sub-assemblies should make the greatest possible use of swing-out, slide-out or foldout features for convenient access to components. All lubrication fittings must be located and positioned so that they can be serviced with basic lubricating devices without the need to make alterations to the types, location and position of the fittings.

Welding: Welding procedures, materials and qualifications of welding operators shall be in accordance with CSA W59-03 and standards of ASTM and AWS. Where visible, welds shall have a finished appearance. All metals to be joined by welding shall have their contact surfaces free of scale, grease and paint. Where non-anodized metal is riveted or bolded to metal, contact surfaces shall be thoroughly cleaned and properly primed.

Protection from Road Dirt: Design of the bus shall be such that excessive road dirt is not deposited on the windows and exterior panels.

Fire Retardant Materials: Each bus shall be designed and manufactured in accordance with all applicable fire safety and smoke emission regulations and any other requirements of the applicable law. These provisions shall include, where required by applicable law, the use of fire-retardant/low-smoke materials, firewalls, and facilitation of passenger evacuation. All interior materials (except the plywood floor), where required by applicable law, shall be fire retardant and must meet the requirements of FMVSS 302. New Flyer shall advise which, if any, interior materials fail to meet FMVSS 3302.

Other: No foamed plastic or urethane insulation shall be used anywhere in any of the buses. Neoprene is acceptable. The use of Asbestos or Asbestos products is not permitted.

Appendix B

Factory Inspection: DTPW reserves the right to inspect the ordered buses or have the inspection carried out by a third party, at New Flyer's plant during the manufacture of the buses. The cost of the inspection is the responsibility of DTPW. New Flyer and DTPW shall agree, on a good faith basis, as to the applicable quality and inspection standards prior to the manufacture of the buses. New Flyer will facilitate the bus inspection and correct, at its cost, any identified deficiencies or defects consistent with this Agreement.

11. FORCE MAJEURE.

None of the Parties shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by the failure or neglect of the other Part(ies), or an event beyond its reasonable control, notwithstanding the exercise of due diligence, which includes but is not limited to, acts of duly constituted governmental authority, acts of God, natural disasters, acts of war, acts of the public enemy, terrorism, war, blockades, insurrections, riots, epidemics, civil disturbances, unavoidable breakage or accident to machinery or lines of pipe, exhaustion or depletion of supplies of gas, freezing of wells, equipment or lines of pipe, and electrical power to the County, labor disruptions, strikes, lockouts, or other industrial disturbances, shortages or unavailability of supplies or services (each an "Event of Force Majeure").

If a Party seeks to excuse itself from its obligations under this Agreement due to an Event of Force Majeure, that Party shall immediately notify the other Parties of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If New Flyer seeks to excuse its performance hereunder for any Event of Force Majeure relating to shortages or unavailability of supplies or services, New Flyer shall first use commercially reasonable efforts to mitigate or negate the effect of such delay. Any New Flyer Event of Force Majeure relating to shortages or unavailability of supplies or services shall not entitle DTPW to terminate this Agreement where the delay is less than ninety (90) calendar days. Upon notification by New Flyer of an Event of Force Majeure, the time for completion of the work and/or delivery dates shall be suspended for the duration of the Event of Force Majeure and shall be extended by a reasonable period of time after such Event of Force Majeure has ended in order for New Flyer to complete the work or deliver the buses.

12. LIQUIDATED DAMAGES –DELIVERY / WARRANTY REPAIRS.

It is mutually understood and agreed by and between the Parties that time is of the essence with respect to the delivery of the buses or completion of the warranty work and that in case of any failure on the part of New Flyer to deliver the buses within the delivery schedule or complete the warranty work within the agreed schedule, except for any delay as provided for in this Agreement (e.g., Event of Force Majeure) or any extension thereof, that the County may be damaged thereby. As the amount of said damages is difficult to define or prove, the Parties hereby agree that the amount of such liquidated damages incurred by the County for delivery delays is an aggregate of $50 per business day per bus for the first forty (40) business days, and thereafter $150 per calendar day per bus (up to a maximum of 365 calendar days). The amount of such liquidated damages incurred by the County for warranty work delays is an aggregate of $150 per calendar day per bus that is out of service for more than sixty (60) calendar days after notification by DTPW. The above described liquidated damages will be calculated from the date DTPW notifies New Flyer of the said damages.

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New Flyer hereby agrees to pay said damages amounts as fixed, agreed and liquidated damages, and not by way of penalty, and agrees that the County will deduct the amount of the damages from money due to New Flyer under this Agreement, computed as stated above as a deduction to the Base Bus Price. If the monies payable to New Flyer are insufficient or no monies are payable to New Flyer, New Flyer shall pay the County the difference or the entire amount, whichever may be the case, within thirty (30) calendar days after receipt of a written demand by the County. The County shall issue such written demands and actively pursue all such reductions, and all deductions arising out of this Section will be reflected in the corresponding invoice from New Flyer.

The payment of aforesaid fixed, agreed and liquidated damages shall be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind whatsoever that may be suffered by the County and/or Trillium arising at any time from the failure of New Flyer to fulfill the obligations under this Agreement.

New Flyer shall be solely responsible for the liquidated damages described in this Section and the Parties agree that Trillium will have no liability to the County or New Flyer whatsoever for the assessment of liquidated damages described herein.

13. TERMINATION.

In addition to any other termination rights hereunder, if at any time the Master Developer Agreement is terminated, this Agreement shall also be terminated and the County shall pay for all outstanding bus orders it has placed with Trillium for the New Flyer buses that cannot be canceled, subject to the bus delivery and acceptance provisions contained herein, to the date of termination. For a cancelable order, the County shall pay the amount to cancel the order, should the County choose to cancel the order, which may include contract close-out costs and profit on work performed up to the time of termination.

Termination for Default: Upon the occurrence of any of the following events or acts of default (each an "Event of Default"), a Party who is not in default of its obligations hereunder may terminate this Agreement and the rights of the other Parties hereunder, as set forth below:

a. A Party fails to perform or defaults in the performance of any material term, condition, provision, covenant, warranty or undertaking contained in this Agreement, and remains unremedied as follows: After a Party has provided written notice to the Party in default, the Party in default (i) fails within thirty (30) calendar days, to provide a mutually agreeable remedial plan (the "Remedial Plan") by which it will remedy any failure or default in the performance of any of its material obligations under this Agreement; or (ii) having provided the Remedial Plan, fails to remedy such default in accordance with the Remedial Plan; or
b. A Party is unable to pay its obligations when they come due and, after a Party has provided written notice to the Party in default, the Party in default fails within sixty (60) calendar days to remedy the default; provided, however, that such default shall not apply to disputed amounts; or
c. A Party is a part of any formal or informal proceeding for the dissolution of, liquidation, or winding up of, the affairs of a Party is instituted; or
d. A Party ceases or threatens to cease to carry on its business; or

e. A Party creates, suffers or permits to be created or levied upon the buses, or any part thereof, a charge, mortgage, lien, encumbrance, execution, sequestration, extent or other process of any court, or any distress, receiving order or analogous process; or
f. A Party is adjudged bankrupt or becomes insolvent, or petition in bankruptcy (or a similar analogous action) is filed against it; or
g. A Party makes an assignment for the general benefit of its creditors, makes a proposal under any bankruptcy or, debtor relief or arrangement legislation, or whether proceedings of any type are instituted in any jurisdiction in respect of the alleged insolvency or bankruptcy of a Party; or
h. Any certificate, statement, representation, warranty or report made by a Party in connection with this Agreement was found to be false or misleading in any material respect at the time of its making and which materially affects another Party's ability to perform under this Agreement.

For Events of Default as outlined above, and expiration of the remedy period as applicable, the Party who is not in default may terminate this Agreement, and the rights of the other Parties hereunder, with five (5) days' prior written notice to such effect to the other Parties.

In the event this Agreement is terminated due to an Event of Default, the responsible Party (as described in this Agreement) shall be liable for the payment of any balance due pursuant to this Agreement to the other Party or Parties, as applicable, as of the date of termination.

14. CONFIDENTIALITY.

Any and all information obtained by any of the Parties pursuant to this Agreement shall be deemed strictly confidential. The Parties agree not to disclose such information, in whole or in part to any third party, or to publish it publicly, without prior written agreement of the other Part(ies), except as required by law, regulation or legal process. The Party being required to disclose the information shall only disclose the portion of information which it is legally required to disclose. The obligations in this Section shall survive the termination or expiry of this Agreement.

15. INDEMNITY AND INSURANCE.

New Flyer agrees to indemnify and hold harmless the County and Trillium and their officers, employees, agents and instrumentalities from and against any and all third-party proven liability, loss, costs, damages and expenses (including legal, expert and consultant fees), including for bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to any negligent acts or omissions of New Flyer or its directors, officers, agents, employees, subcontractors, suppliers or independent contractors in the course of performance of New Flyer's obligations under this Agreement. The obligations contained in this Section shall survive the termination or expiry of the Agreement.

Further indemnification provisions between Trillium and the County can be found in the Master Developer Agreement.

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New Flyer agrees to put in effect and maintain for the Term, at its own cost and expense, all the necessary and appropriate insurance that a prudent person in the business of New Flyer would maintain in full force and effect beyond the Term, to include the following policies of insurance:

A. Worker's Compensation Insurance for all employees of New Flyer as required by Florida Statute 440.

B. Commercial General Liability Insurance on a Comprehensive basis including Products and Completed Operations in an amount not less than $2,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County and Trillium must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, including Garage Keepers Legal Liability, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

New Flyer shall furnish to the Internal Services Department / Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained. In addition to the referenced certificates, Miami-Dade County reserves the right to request the applicable policy(ies) in its entirety in the case of a discrepancy or if an issue is raised that requires review of the policy(ies).

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida" issued by the State of Florida Department of Financial Services.

CERTIFICATE HOLDER MUST READ: **MIAMI-DADE COUNTY**
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

Award of this Agreement is contingent upon the receipt of the insurance documents by the County within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, New Flyer shall have an additional five (5) business days to submit a corrected certificate to the County. If New Flyer fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, New Flyer shall be in default of the contractual terms and conditions and this Agreement may be terminated, unless such timeframe for submission has been extended by the County.

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New Flyer shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of this Agreement. If insurance certificates are scheduled to expire during the contract period, New Flyer shall be responsible for submitting new or renewed insurance certificates to the County. In the event that expired certificates are not replaced with new or renewed certificates which cover the Term, the County may suspend this Agreement until such time as the new or renewed certificates are received by the County in the manner prescribed herein. Thereafter, the County may, at its sole discretion, terminate this Agreement.

Compliance with the foregoing requirements shall not relieve New Flyer of its liability and obligations under any section in this Agreement.

16. TAXES.

New Flyer agrees to ascertain, collect and remit when due, all exigible federal, state taxes, duties or like charges on the amounts received by New Flyer hereunder for the manufacture, sale, and delivery of the buses under this Agreement. The amount of taxes owing and payable shall be included in New Flyer's invoice for the bus, in addition to the Base Bus Price. The County shall be liable for payment of said taxes, as applicable, except to the extent that the County is exempt from paying all or part of the aforesaid taxes.

17. FEDERAL TRANSIT ADMINISTRATION PROVISIONS.

New Flyer confirms that all buses supplied shall comply with the provisions of Attachment H, Federal Transit Administration Provisions.

Executive Order 11-02 which requires all Florida State agencies under the direction of the Governor to use E-Verify to confirm the employment eligibility of all current and prospective employees (including subcontractors) assigned to perform work pursuant to a state agency contract. Executive Order 11-116 clarifies that the requirement for state contractors to use E-Verify applies to "all contracts for the provision of goods and services to the state in excess of nominal value." In accordance with the State requirement, Miami-Dade County requires all vendors doing business with the County who are awarded state-funded contracts to verify employee eligibility using the E-verify system.

18. GENERAL PROVISIONS.

Time shall be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement shall constitute a waiver of this provision.

This Agreement including its attachments shall constitute the entire agreement between the Parties with respect to the matter referred to herein and may not be amended or modified in any respect except by written instrument signed by the Parties hereto. However, the Parties acknowledge that Trillium and the County have entered into a Master Developer Agreement and that this Agreement is a Sub-Agreement to the terms and conditions of that Master Developer Agreement.

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Any notice or communication required to be given to the Parties shall be in writing and may be delivered, mailed by registered mail, or sent by email and shall be deemed delivered:

- if personally delivered to the addressee at the address hereinafter set forth;
- if addressed to such Party at its address as set forth hereafter or to such other address as such Party may by notice in writing furnish to the other Parties;
- on the fifth (5th) day after the day the same was deposited in a public post box or post office in the case of dispatch by registered mail; or,
- on the business day following date of confirmed transmission in the case of dispatch by email.

To the County as follows:

to the Project Manager:

Miami-Dade County
Department of Transportation and Public Works
701 NW 1 Court, Suite 1700
Miami, FL 33136
Attention: Director
Phone: (786) 469-5675
E-mail: alice.bravo@miamidade.gov

and,

to the Contract Manager:

Miami-Dade County
Internal Services Department
Procurement Management Division
111 N.W. 1 Street, Suite 1300
Miami, FL 33128
Attention: Assistant Director
Phone: (305) 375-2363
E-mail: singer@miamidade.gov

If to Trillium as follows:

Trillium Transportation Fuels, LLC
1111 Bagby, Suite 2400
Houston, Texas 77002
Attention: General Manager
E-mail: Bill.Cashmareck@trilliumcng.com

With a copy to:

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1111 Bagby, Suite 2400
Houston, Texas 77002
Attention: General Counsel
E-mail: morris.collie@loves.com

If to New Flyer as follows:

New Flyer of America, Inc.
711 Kernaghan Avenue
Winnipeg, Manitoba R2C 3T4
Attention: Director, Sales and Business Development
E-mail: jennifer_mcneill@newflyer.com

With a copy to:

New Flyer of America, Inc.
711 Kernaghan Avenue
Winnipeg, Manitoba R2C 3T4
Attention: Executive Vice President, General Counsel
E-mail: colin_pewarchuk@newflyer.com

This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall be one and the same instrument.

This Agreement shall enure to the benefit of and be binding upon the Parties hereto. A Party may not assign this Agreement without the prior written consent of the other Parties, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, in order to obtain the consent of the Parties, the requesting Party shall demonstrate to the reasonable satisfaction of the other Parties that such assignment or change in control shall not detrimentally impact the position of the Parties under this Agreement.

All monetary amounts referred to herein shall refer to lawful currency of the United States (US Dollars).

Division of this Agreement into articles and sections is for convenience and reference only and shall not affect the interpretation or construction of this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of Florida and each of the Parties hereto agrees irrevocably to conform to the exclusive jurisdiction of the courts of Miami-Dade County, Florida.

If any section, clause or paragraph, or portion thereof, of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid article, section, clause or portion thereof shall be severed from the remainder of this Agreement.

The Parties hereto agree that this Agreement may be transmitted by email or such similar electronic format and that the reproduction of signatures by portable document format (PDF) or similar format in counterpart or otherwise will be treated as binding as if originals, and each Party hereto undertakes to

provide the other Party hereto with a copy of this Agreement bearing original signatures forthwith upon demand.

Nothing hereunder shall limit or prevent any Party from taking whatever further action at law or in equity against the other Party(ies).

19. INSPECTOR GENERAL.

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, New Flyer and Trillium shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the prices herein and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to New Flyer and Trillium, their officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the New Flyer or Trillium in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the New Flyer or Trillium or any third party.

According to Section 2-1076 of the Code of Miami-Dade County, the County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract, is applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments. The audit cost shall also be included in all change orders and all contract renewals and extensions. The above application of one quarter (1/4) of one percent fee assessment shall not apply to this Contract which may be federally or state funded where federal or state law or regulations preclude such a charge. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained herein shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the contract. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals,

activities of New Flyer and Trillium, their officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to New Flyer and Trillium from the Inspector General or IPSIG retained by the Inspector General, New Flyer and Trillium shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in New Flyer's and Trillium's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

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Appendix B

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

NEW FLYER OF AMERICA, INC.	MIAMI-DADE COUNTY	TRILLIUM TRANSPORTATION FUELS, LLC
Per:	Per:	Per:
Name: DAVID WHITE	Name:	Name: Jon P. Fjeld-Hansen
Title: EVP SUPPLY MGMT.	Title:	Title: Vice President
I have authority to bind the Corporation.	I have authority to bind the County	I have authority to bind the Corporation.
Attest: ~~Corporate Secretary~~ LEGAL COUNSEL / Notary Public KATHRYN HORDIENKO	Attest: Clerk of the Board	Attest: Corporate Secretary/ Notary Public

Approved as to form
and legal sufficiency

Assistant County Attorney

ASHLEY DUPLECHIEN
Notary Public, State of Texas
Comm. Expires 02-17-2020
Notary ID 130542796

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Attachment A:

TECHNICAL SPECIFICATIONS

HEAVY DUTY FORTY-FOOT

COMPRESSED NATURAL GAS (CNG)

LOW FLOOR TRANSIT BUSES

http://www.miamidade.gov/procurement/library/2014-05-23-Technical-Specifications-CNG-Transit-Buses.pdf

Appendix B

Attachment B:

RFP and ADDENDA

ADDENDUM NO. 1	Dated June 24, 2014
ADDENDUM NO. 2	Dated July 17, 2014
ADDENDUM NO. 3	Dated August 1, 2014
ADDENDUM NO. 4	Dated August 18, 2014
ADDENDUM NO. 5	Dated August 22, 2014
ADDENDUM NO. 6	Dated September 6, 2014
ADDENDUM NO. 7	Dated September 8, 2014
ADDENDUM NO. 8	Dated September 9, 2014
ADDENDUM NO. 9	Dated September 24, 2014

Available at:

RFP: http://www.miamidade.gov/procurement/library/rfp/00096/Packet-for-Bid-RFP-00096.pdf

Addenda 1-8: http://www.miamidade.gov/procurement/library/rfp/00096/rfp-00096-1-8.pdf

Addendum 9: http://www.miamidade.gov/procurement/library/rfp/00096/rfp-00096-no-9.pdf

Appendix B

Attachment C:

DEVIATIONS

Although the specifications from RFP-00096 and subsequent addenda have not been revised, the following deviations shown in Table 1 and Table 2 below, have been approved or acknowledged.

Table 1: Previously Accepted / Acknowledged Deviations

AE #	Page	Section	Dev. Title	Reference	Dev. Description
1	172	WR.1.1.2	Complete Bus	The complete bus, propulsion system, components, major subsystems, and body and chassis structure, are warranted to be free from Defects and Related Defects for one year or 50,000 miles, whichever comes first, beginning on the date each bus is put into service.	New Flyer's proposal is based on providing that the basic bus is warranted and guaranteed to be free from defects and related defects for one year or 50,000 miles, whichever comes first, beginning on the date each bus is put into revenue service or 14 days after the bus has been accepted, whichever occurs first.
2	172	WR 1.1.3	Subsystems & Components	Specific subsystems and components are warranted and guaranteed to be free from defects and related defects for the time and/or mileages given. The following warranty periods and/or mileage shall apply: **Radiator** - 6 years/Unlimited miles **Transmission** - 5 years/unlimited miles **Push Button Shift Selector (PBBS)** - 5 years/unlimited miles **Basic Body Structure** - 12 years/Unlimited miles **Body Structure Corrosion** - 12 years/Unlimited miles	New Flyer's proposal is based on providing the following whichever occurs first warrantles: **Radiator** - 5 years/250,000 miles **Transmission** - 5 years/300,000 miles. ~~**Push Button Shift Selector (PBBS)** - 5 years/300,000~~ **Basic Body Structure & Body Structure Corrosion** - Body, and body structure shall consist of the components that are bolted or riveted to the structure, such as, exterior panels, interior panels, roof, ceiling, and driver's barrier. The body and body structure are warranted to be free from defects, related defects, and to maintain structural integrity for three years or 150,000 miles, whichever comes first. Chassis Structure, Consists of all components that are welded together to form the main frame (skeleton) and body construction, and are warranted against corrosion failure and/or fatigue failure sufficient to cause a Class 1 failure for a period of 12 (twelve) years or 500,000 miles, whichever comes first.

8-31-16

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AE #	Page	Section	Dev. Title	Reference	Dev. Description
4	49	TS23	Corrosion	"The bus shall not corrode from atmospheric conditions and road salts. The bus shall be constructed using only inherently corrosion-resistant materials and fasteners to minimize deterioration"	CLARIFICATION New Flyer acknowledge that our structure is approved per RFA #19 in addendum #4 provided no maintenance is required during the life of the bus. New Flyer will be responsible for the inspections and repairs should these be required during the life of the bus. We also would like to clarify that all bus structures do need maintenance regardless if it is Stainless Steel, Aluminum, or Carbon Steel. All bus manufacturers have specific maintenance written in their service manuals that the need user must follow. In this case and due to the fact that the specification calls from maintenance free structure, New Flyer is proposing a Maintenance Package in which New Flyer is responsible in following the inspections and the repairs in the structure when required following our service manuals procedures.
6	44/63	TS14.2/TS3 7.3	Fittings and Clamps/Air Lines and Fittings	All hoses shall be supported approximately every 12 in	New Flyer's proposal is based in providing a coach with hoses supported approximately every 30 inches or less. New Flyer advises that system reliability would not be compromised and this design feature has been proven reliable in the transit industry as it is present in every single Xcelsior bus on the road today.
7	62	TS37	Pneumatic System	Test gauge ports for the air system shall be provided.	New Flyer's proposal is based on providing an air system that does not required test gauges or sensors. Safe system reliability is monitor within the air tank gauges in dash panel (2 Gauges). All other systems do not require monitoring as any loss or air
					In the system will be shown in the front dash air gauges.
8	64	TS37.5	Air System Dryer	The SKF Brakemaster Dual Turbo 2000 air dryer is an approved air dryer for MDC buses.	New Flyer advises that due to better service support during the warranty period, New Flyer's proposal is based in providing the Bendix AD9 Tandem (Dual) Air Dryer. The specified air dryer has not been design within the Xcelsior air system structure and although we have designed this system in our previous bus platforms, system support has not been provided to New Flyer acceptable levels. IN addition to the proposes air dryer, New Flyer is also providing as an option the Haldex dual air dryer and as well as Graham White. All three air dryers are common in the Xcelsior fleet.

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Table 2: New Flyer Deviations with Best and Final Offer

AE #	Page	Section	Dev. Title	Reference	Dev. Description
3	174	WR 1.4	Fleet Defects	A Fleet Defect is defined as cumulative failures of twenty-five (25) percent of the same components in the same or similar application in a minimum fleet size of twelve (12) or more buses where such items are covered by warranty. A Fleet Defect shall apply only to the base warranty period in sections entitled "Complete Bus," "Propulsion System" and "Major Subsystems." When a Fleet Defect is declared, the remaining warranty on that item/component stops. The warranty period does not restart until the Fleet Defect is corrected.	New Flyer's proposal is based on providing fleet defect coverage for the limited base bus warranty period of 1-year/50,000 miles (whichever occurs first). Fleet defect warranty does not apply to normal wear-and-tear items, contract specified components, or major components such as the engine, transmission, and HVAC. Major component manufacturers will not recognize and/or participate in fleet defect clauses, However, if the fleet defect specified percentage is reached on a major component, New Flyer will fully support and shall assist MDC with obtaining a remedy from the major component manufacturer. If a remedy to a Fleet Defect proposed by the manufacturer is not acceptable to MDC, acting reasonably, New Flyer shall use commercially reasonable efforts to work with the major component manufacturer to develop an alternative remedy that is acceptable to MDC, acting reasonably.
5	44/63	TS15/TS37.3	Radiator / Air Lines and Fittings	All coolant hoses shall be 4-ply silicone rubber or Gates blue strip hoses and the coolant hose clamps shall be stainless steel constant torque clamps.	New Flyer submits its proposal on the basis of providing standard crimped end fittings manufactured by Manuli Rubber Industries and Aeroquip. Equator 1 (EQ1) / Equator 2 (EQ2) / 2807 PTFE / GH100, to accommodate the different ratings as required. The proposed hoses have been tested to meet and exceed the specification requirements and have been already proven reliable in the transit industry as it is used on every single New Flyer Xcelsior bus on the road today.

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Attachment D:

BASE BUS PRICING AND OPTIONAL COMPONENTS

Description	Price	Units	Quantity
Bus Price per the Technical Specifications up to 5 years	$529,900	Each	300
Option for ultracapacitor system per Technical Specifications, TS 40.1.1	$3,869	Each	300
Option for all electric HVAC per Technical Specifications, TS 52	$19,461	Each	300

Note: Miami-Dade County is exempt from all taxes (Federal, State, Local). Tax Exemption Certificate furnished upon request.

Appendix B

Attachment E:

PRICE ESCALATION PROVISIONS

No increase for buses ordered for delivery in 2017 or 2018.

Price indexed to PPI 1413 Truck and Bus Bodies for buses ordered for delivery after 2018.

Appendix B

Attachment F:

PAYMENT TERMS

Invoices and associated back-up documentation shall be submitted in duplicate by Trillium to the County as follows:

Miami-Dade County
Department of Transportation and Public Works
701 NW 1st Court, 13th Floor
Miami, FL 33136
Attention: Finance Division

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be forty-five (45) days from receipt of a proper invoice. Billings from prime Contractors under services and goods contracts with the County that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Miami-Dade County Code. All payments due from the County and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County.

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Attachment G:

PRICING FOR TRAINING, SPARE PARTS AND SPECIAL TOOLS

Description	Price	Units
Training Program per Technical Specifications, TS 5.6	$261,312	Lot
County option for additional training in 40 hour blocks per Technical Specifications, TS 5.6	$8,215	Each
Spare Parts and Equipment per Technical Specifications, SP 1	$2,474,193	Lot

Table 1: Training Program Pricing

New Flyer Supplied Training				
DESCRIPTION	**QTY HRS.**	**COMMENTS**	**SELLING PRICE**	**CURRENCY**
Maintenance Orientation	32		$6,571.84	USD
Multiplex Electrical	176		$36,145.12	USD
Entrance & Exit Doors	32		$6,571.84	USD
Brake Systems	40		$8,214.80	USD
Air System	40		$8,214.80	USD
Steering, Suspensions and Axles	32		$6,571.84	USD
Body and Structure	32		$6,571.84	USD
Parts (use of manuals)	8		$1,642.96	USD
Maintenance Service	40		$8,214.80	USD
Wheelchair Ramp	48		$9,857.76	USD
Towing and Recovery	16		$3,285.92	USD
Transportation	40		$8,214.80	USD
Supervisory Orientation	20		$4,107.40	USD
Sub Total - New Flyer Training			**$114,185.72**	

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DESCRIPTION	QTY HRS.	COMMENTS	SELLING PRICE	CURRENCY
Engine & Fuel	176	provided by TTS	$39,776.00	USD
Transmission Maintenance	72	provided by TTS	$16,272.00	USD
HVAC Maintenance	80	provided by OEM	$18,080.00	USD
Fire Suppression/Gas Detection	16	provided by OEM	$3,616.00	USD
Data Communications Systems	100	provided by OEM	$22,600.00	USD
Sub Total - OEM/Subcontractor Training			**$100,344.00**	
Training Aids				
DESCRIPTION	**QTY**	**COMMENTS**	**SELLING PRICE**	**CURRENCY**
Bus Operator Training Video	1		$46,782.00	USD
Sub Total - Training Aids			**$46,782.00**	
Training Total (priced separate from bus price)			**$261,311.72**	
Optional Training				
DESCRIPTION	**QTY HRS.**	**COMMENTS**	**SELLING PRICE**	**CURRENCY**
Additional Block of New Flyer Training	40	provided by New Flyer	$8,214.80	USD
Additional Block of Engine Training	40	provided by TTS	$9,040.00	USD
Additional Block of Transmission Training	40	provided by TTS	$9,040.00	USD
Additional Block of HVAC Training	40	provided by OEM	$11,300.00	USD

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Table 2: Spare Parts Pricing

ITEM	CUSTOMER DESCRIPTION	NF PARTS DESCRIPTION	NUMBER OF REQUIRED PRODUCT SUB COMPONENT (S) (IF APPLICABLE)	BID QTY	TOTAL UNIT SELL PRICE TO CUSTOMER ($ USD)	TOTAL SELLING PRICE TO CUSTOMER ($ USD)	BILLABLE/ NON BILLABLE
1	Spare Wheels - two per bus, plus up to two hundred fifty (250) Wheels			252	$329.26	$82,973.08	Billable
2	Spare Engines - up to thirty (30) Engines (Price is for Model Year 2017 and will increase for Model Year 2018 per Attachment J)			30	$35,414.54	$1,062,436.17	Billable
3	Spare Radiator/Charge Air Electric Cooling Fan Drive System Parts Sets – up to twenty (20) Sets			20	$6,045.50	$120,910.00	Billable
	Spare Air Conditioning System Parts Sets - up to twenty (20) Sets			20	$19,193.25	$383,865.07	Billable
4.a		HVAC UNIT REAR T15-M8	1				
4.b		CPRSR-A/C X430 R407C	1				
5	Spare Wheelchair Ramps (Complete Assembly) - up to ten (10) Spare Wheelchair Ramps			10	$3,215.83	$32,158.28	Billable
6.a	Spare Destination Sign Sets (Complete system) - up to five (5) Spare Destination Sign Sets			5	$9,653.45	$48,267.27	Billable
6.b							
6.c							
6.d							
6.e							
7.a	Spare Body Parts Sets - up to ten (10) Sets			10	$13,274.17	$132,741.69	Billable
7.b							
TOTALS				Billable:	$1,863,351.56	Non Billable:	$0.00

Appendix B

Table 3: Special Tools Pricing

PAGE REFERENCE	COMMENTS	DESCRIPTION	QUOTED PART #	BID QTY	SELLING PRICE	CURRENCY
		Diagnostic Equipment & Special Tools				
	for use with engine, trans, and HVAC diagnostics	Panasonic Toughbook CF53 Laptop Computer	108658	**20**	$37,623.12	USD
	for use with engine and trans diagnostics	Nexiq USB Link	6353474	**20**	$18,530.64	USD
		Cummins Insite Lite (1 year subsription)	6339520	**20**	$18,630.00	USD
		Cummins Insite CD Rom	6338255	**20**	$468.72	USD
		Cummins ISL G Full Service Tool Kit	6358621	**20**	$177,878.16	USD
		Alignment Tool - Flex Connector	6360381	**20**	$12,077.28	USD
		Allison DOC Software	6339222	**10**	$7,686.36	USD
		Kit - Allison Service Tools	6360446	**10**	$65,840.76	USD
		Kit, WTEC III Breakout Box	6448115	**10**	$22,176.00	USD
		Intelligaire III Diagnostic Software & Cables	6393934	**10**	$0.00	USD
		TK R407c A/C Tool Kit	6397159	**10**	$163,088.04	USD
		Eng/Trans Dolly - Universal	086444	**5**	$9,901.14	USD
		Vansco Training Board	6444304	**1**	$64,800.00	USD
		Universal Flat Tow Bar Assy	111248	**6**	$12,141.65	USD
					$610,841.87	

Appendix B

Attachment H:

Federal Transit Administration Provisions

The Federal Transit Administration Provisions were provided in RFP No. 00096 and are attached to the Master Developer Agreement as Attachment 1.

Appendix B

Attachment I:

New Flyer Warranty Provisions

SECTION D- TECHNICAL PROPOSAL

Proposal Section	Title	Bid Submission Requirements
D-27	Warranty Proposal	Warranty Coverage and Procedures in accordance with WR 1.

New Flyer Response:

Once your New Flyer bus is delivered to you, your regional product support manager will work with you to support delivery and acceptance of the bus, and then will continue to provide field support for all field & warranty campaigns. Warranty will be administered through iWarranty, our online warranty management system accessible through www.newflyer.com. Claims can be entered and monitored online, in real time, to simplify the process, reduce paperwork, costs and time spent managing your warranty process.

New Flyer is pleased to provide Miami-Dade Transit with a comprehensive Warranty Proposal including the following base warranties which meet or exceed your specification and industry standards:

- 5 Year / 300,000 mile Front and Rear Axle Base Warranty
- 6 Year LED headlight warranty
- 12 Year / 500,000 mile Structural Integrity and Corrosion Warranty
- 10 Year / unlimited Twin Vision Destination Sign Warranty
- 12 Year warranty on New Flyer Genuine LED Lighting

Attached is a comprehensive warranty proposal for Miami Dade Transit, along with warranty parchments and an overview of iWarranty.

MAJOR COMPONENT DESCRIPTION	BASE WARRANTY			EXTENDED WARRANTY			Summary / Notes
	PROVIDER	WARRANTY TERMS		PROVIDER	WARRANTY TERMS		
		YEAR(S)	Mileage		ADDITIONAL YEAR(S)	TOTAL MILEAGE	
Base Bus Warranty	New Flyer Industries Limited	1	50,000				**Refer to the attached New Flyer Warranty Policy Document.** Excludes scheduled maintenance items, acts of nature, or normal consumables
Basic Bus Structure	New Flyer Industries Limited	3	150,000				**Refer to the attached New Flyer Warranty Policy Document.** Body and body structure shall consist of the components that are bolted or riveted to the structure, such as, exterior panels, interior panels, roof, ceiling, and driver's barrier.
Chassis Structure (Integrity)	New Flyer Industries Limited	12	500,000				**Refer to the Attached New Flyer Warranty Policy Document.** Chassis structure consists of all components that are welded together to form the main frame (skeleton) and body construction.**Those warranty terms exclude corrosion caused** by aggressive road de-icers such as Magnesium Chloride or equivalents, unless New Flyer approved preventative measures are taken.
Chassis Structure (Corrosion)	New Flyer Industries Limited	12	500,000				**Refer to the Attached New Flyer Warranty Policy Document.** Chassis structure consists of all components that are welded together to form the main frame (skeleton) and body construction.These warranty terms exclude corrosion caused by aggressive road de-icers such as Magnesium Chloride or equivalents, unless New Flyer approved preventative measures are taken.
Chassis Structure (Corrosion Maintenance Package)	New Flyer Industries Limited	12	500,000				**Refer to the attached Corrosion Inspection Plan.** New Flyer will perform corrosion inspections at years 3,6,9 and 12 in accordance with the attached inspection document and will provide touch-ups as necessary.
Engine	Cummins	2	unlimited	Cummins	3	300,000	**Refer to the attached Cummins Warranty and Extended Warranty Parchments.** All repairs/warranty claims need to be handled through the local authorized repair facility. When the 3 year extended warranty is purchased (5 years total) the following applies: Two Year Base , year 3,4 &5 is major components only as per manufacturer's warranty document.
Transmission	Allison	2	unlimited	Allison	3	300,000	**Refer to the attached Allison Warranty Parchment.** Some limitations and exclusions may apply. Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.
Axle Rear	MAN	5	300,000				**Refer to the attached MAN Warranty Parchment** Excludes maintenance items & items that are not covered by the OEM's warranty. All friction materials are excluded from this limited warranty. Wear and third party items supplied with the axle (e.g. slack adjuster, seals and bearings, shocks, air bellows, radius rods, brake chambers) are not included in the 5 year warranty. Please see manufacturer's warranty document.

MAJOR COMPONENT DESCRIPTION	BASE WARRANTY			EXTENDED WARRANTY			Summary / Notes
	PROVIDER	WARRANTY TERMS		PROVIDER	WARRANTY TERMS		
		YEAR(S)	Mileage		ADDITIONAL YEAR(S)	TOTAL MILEAGE	
Axle Front	MAN	5	300,000				**Refer to the attached MAN Warranty Parchment** Excludes maintenance items & items that are not covered by the OEM's warranty. All friction materials are excluded from this limited warranty. Wear and third party items supplied with the axle (e.g. slack adjuster, seals and bearings, shocks, air bellows, radius rods, brake chambers) are not included in the 5 year warranty. Please see manufacturer's warranty document.
A/C	Thermo King	2	unlimited	Thermo King	1	unlimited	**Refer to the attached Thermo King Warranty Parchment** Some limitations and exclusions may apply. Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.
Brake System	New Flyer Industries Limited	1	50,000	New Flyer Industries Limited	1	150,000	**Refer to the attached New Flyer Warranty Policy Document.** Excludes friction material.
Destination Signs	Twin Vision	10	unlimited				**Refer to the attached Twin Vision Warranty Parchment.** Some limitations and exclusions may apply. Please see manufacturer's warranty document. All part failures need to be handled through the destination sign supplier.
Door Systems	Vapor	3	150,000				**Refer to the attached Vapor Warranty Parchment** Excluding maintenance items & items that are not covered by the OEM's warranty
Air Compressor	Cummins	2	unlimited				**Refer to the attached Cummins Warranty and Extended Warranty Parchments.**
Wheelchair Lift	New Flyer Industries Limited	1	50,000	New Flyer Industries Limited	2	unlimited	**Refer to the attached New Flyer Warranty Policy Document.**
Alternator	Nishoff	2	100,000	New Flyer Industries Limited	1	150,000	**Refer to the attached New Flyer Warranty Policy Document.**
Electrical System	Vansco	3	150,000				**Refer to the attached Vansco Warranty Parchment.** Excluding maintenance items & items that are not covered by the OEM's warranty

MAJOR COMPONENT DESCRIPTION	BASE WARRANTY			EXTENDED WARRANTY			Summary / Notes
	PROVIDER	WARRANTY TERMS		PROVIDER	WARRANTY TERMS		
		YEAR(S)	Mileage		ADDITIONAL YEAR(S)	TOTAL MILEAGE	
Paint	DuPont	5	unlimited				Refer to the attached DuPont Warranty Parchment
Floor Covering	Altro	12	unlimited				Refer to the attached Altro Warranty Parchment. Warranty covers parts & labour and workmanship for the 1st year only. Warranty covers parts only as per manufacturer warranty document. Please refer to the attached warranty document.
Emission Control System	Cummins	5	100,000				Refer to the attached Cummins Warranty and Extended Warranty Parchments. Excluding maintenance items & items that are not covered by the OEM's warranty
Radiator	EMP	3	150,000	EMP	2	250,000	Refer to the attached EMP Warranty Parchment and Waranty Policy Documents.
Air Dryer	Bendix	1	100,000	New Flyer Industries Limited	2	150,000	Refer to the attached Bendix Warranty Parchment and New Flyer Warranty Policy Document.
Alternator	EMP	2	100,000				~~Refer to the attached EMP Warranty Parchment and Waranty Policy Documents.~~
Batteries	Interstate	1	50,000				All battery failures need to be handled directly through the local battery supplier due to batteries cannot be shipped back to New Flyer due to being a dangerous good.
Drive Shaft	New Flyer Industries Limited	1	50,000				Refer to the attached New Flyer Warranty Policy Document.
Suspension Components	New Flyer Industries Limited	1	50,000	New Flyer Industries Limited	2	150,000	Refer to the attached New Flyer Warranty Policy Document.

MAJOR COMPONENT DESCRIPTION	BASE WARRANTY			EXTENDED WARRANTY			Summary / Notes
	PROVIDER	WARRANTY TERMS		PROVIDER	WARRANTY TERMS		
		YEAR(S)	Mileage		ADDITIONAL YEAR(S)	TOTAL MILEAGE	
Fire Suppression System	Amerex	3	100,000	New Flyer Industries Limited	0	150,000	**Refer to the attached Amerex Warranty Parchment.** Some limitations and exclusions may apply - Please see manufacturer's warranty document.
Passenger Seating	American Seating	5	unlimited				**Refer to the attached American Seating Warranty Parchment.** Excludes maintenance items & items that are not covered by the OEM's warranty. Please see manufacturer's warranty document.
Windows Frame (Water Leakage & Condensation)	New Flyer Industries Limited	3	150,000				**Refer to the attached New Flyer Warranty Policy Document.**
Floor	Greenwood Products	12	unlimited				**Refer to the attached Greenwood Products Warranty Parchment**
Towing	New Flyer Industries Limited	1	50,000				**Refer to the attached New Flyer Warranty Policy Document.**
Handling Charge 15%	New Flyer Industries Limited	1	50,000				**Refer to the attached New Flyer Warranty Policy Document.**

NEW FLYER

iWarranty System



New Flyer Industries is the first heavy-duty Transit OEM to offer an internet-based warranty lifecycle management system. This user-friendly tool will enable you to streamline your warranty, claims and parts processing. It will give you total visibility into the claims process from start to finish, increasing ease of management and creating efficiencies across the entire warranty life cycle.

Get Connected.
To obtain your iWarranty login information contact:
Ph: 204.982.7098
E: Iwarranty@newflyer.com

Customer Services
Service Organization
25 DeBaets Street
Winnipeg, Manitoba
R2J 4G5 Canada
Ph: 204.982.8400
Fx: 204.224.0248

Headquarters/Winnipeg Facility
711 Kernaghan Avenue
Winnipeg, Manitoba
R2C 3T4 Canada
Ph: 204.224.1251
Fx: 204.224.4214

Get complete visibility into the claims process from start to finish.
Eliminate paper work by entering claims directly into the system.
Improve efficiency by responding with corrective action more quickly.
Receive faster payment as a result of reduction in processing time.
Speed problem discovery with early warning of possible product issues.
Manage and track all campaigns in real time, any time.

Feature Highlights

- Instant access to an electronic copy of your warranty
- Self-service reporting capabilities, run standard reports or build your own custom reports
- Tracking of warranty claims on a bus-by-bus basis
- Visibility into the date your claims were paid along with the check number
- Status updates on parts requests
- Online maintenance of your warranty account information

The New Flyer Service Organization is always ready to solve your problems and get your bus up and running as soon as possible. iWarranty is just another step to making this happen faster.

With iWarranty, you will find that paperwork, follow-up calls, faxes and monthly reconciliations will be greatly reduced, and possibly no longer neccessary. You will have all the information that you need at your fingertips in real time. However, New Flyer Service is just a phone call away and is always here to support you through the warranty claims process and throughout the service life of your bus.

New Flyer. Miles Ahead.

www.newflyer.com



NEW FLYER

WARRANTY CLAIM POLICY

1. The purpose of this instruction is to ensure that warranty claims are properly processed, recorded and actioned in a timely manner through the New Flyer Industries ULC online warranty system.

2. Warranty period is based on the acceptance date of each coach.

3. Claims are to be submitted within thirty (30) calendar days from the date of failure.

4. Claims submitted later than thirty (30) calendar days will not be accepted, acceptance of claims over (30) days will require approval by the Warranty Manager, and the Director of Customer Service

5. All Claim types, (Standard warranty, Coach down and Retrofit), will be submitted to New Flyer Industries using iWarranty. For information on using the online warranty system, please call 204-224-6722 or email iwarranty@newflyer.com.

6. The Regional Product Support Manager (RPSM) is responsible for reviewing and approving all claims. New Flyer Industries Warranty Department has the final claim approval authority.

7. The properties must include all applicable supporting documentation when forwarding claims. This documentation will consist of such things as; invoices for service performed by a third party, invoices for parts purchased from third party other than New Flyer Industries ULC parts department.

8. Claim submission to New Flyer Industries Warranty Department is the responsibility of the property.

9. All defective parts claimed on Warranty must be returned to New Flyer Industries for warranty evaluation within forty-five (45) days from the date of failure. In certain circumstances the RPSM at his discretion and or in concurrence with a Warranty Recovery Administrator or Warranty Manager, may determine to dispose of defective parts at the properties location, and this must be indicated on the Warranty Claim.

10. Returned defective parts must be identified with the New Flyer Industries parts tag (see page 3). All information (items 1 through 9) must be completed and the tag must be affixed to the defective part. Defective parts are to be shipped to New Flyer Industries ULC (see Page 4 for United States packing slip, page 5 for Canadian packing slip and page 6 for carriers).

NEW FLYER INDUSTRIES

FROM: 1

2

DATE:

3

PART #

Description 4

SR # 5 BUS # 6

7

VIN #

8

CLAIM #

IWARRANTY # 9

NOTES:

NEW FLYER

WARRANTY PARTS BEING RETURNED FOR CREDIT EVALUATION **PACKING SLIP- USA**



Date of Shipment: ____/____/____

Ship to :

New Flyer Industries Limited
2300 Progress Drive
Hebron, KY
41048

Attention : **Warranty Department**

From :

Part Number	Claim Number	Part Description	Part Quantity	Scrap Value	Country of Origin

Fax this packing slip to fax # **204-224-0248 Attn: Warranty Recovery Administrator** or email to **andre_lavallee@newflyer.com**. Also place a copy in the shipment box / crate.

NEW FLYER

WARRANTY PARTS BEING RETURNED FOR CREDIT EVALUATION **PACKING SLIP- CND**



Date of Shipment: ____/____/____

Ship to :

New Flyer Industries Limited
25 DeBaets Street
Winnipeg, Manitoba
Canada
R2J 4G5

Attention : **Warranty Department**

From :

Part Number	Claim Number	Part Description	Part Quantity	Scrap Value

Fax this packing slip to fax # **204-224-0248 Attn: Warranty Recovery Administrator or email to andre_lavallee@newflyer.com.** Also place a copy in the **shipment box / crate**

NEW FLYER

Shipping Instructions

The following Carriers are to be notified for pick up of Warranty Parts being returned



United States Customers

Shipments over 150 pounds	Shipments under 150 pounds
ESTES Express Phone: 1-877-268-4555 Ship collect to New Flyer account 5022165	Federal Express Ground Phone 1-800-463-3339 **NOTE: Please specify to the FedEx operator that you are REQUESTING A CALL TAG going back to New Flyer Operator may need to be prompted to check the exception on the account if they state that New Flyer has to make this call.** **New Flyer Account # 407816587**



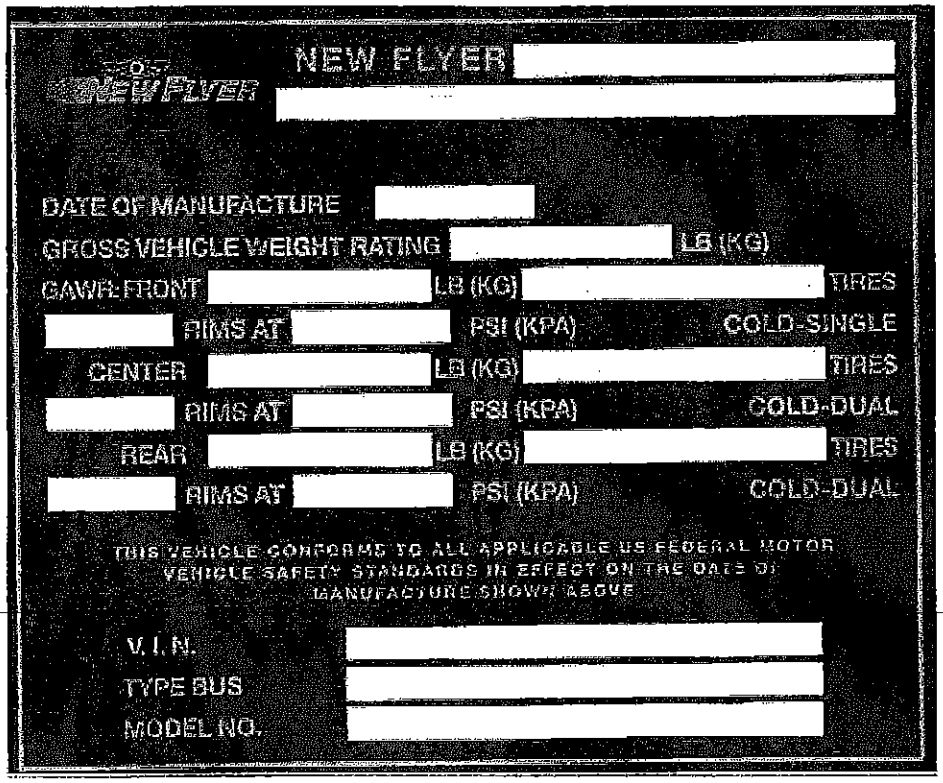
Canadian Customers

Shipments over 150 pounds	Shipments under 150 pounds
ATS Phone: 1-888-404-4292 Or 514-733-8539 (Quebec)	Federal Express Ground Phone 1-800-463-3339 **NOTE: Please specify to the FedEx operator that you are REQUESTING A CALL TAG going back to New Flyer Operator may need to be prompted to check the exception on the account if they state that New Flyer has to make this call.** **New Flyer Account # 326474207**

NEW FLYER

VIN Decal

Located above the driver seat and to the left



VENDOR	TIME	MANUAL SECTION	COMPONENT / TASK DESCRIPTION	TASK
MAN	1.4	1	WHEEL STUDS, FRONT AXLE (ONE SIDE)	
	0.8		TIRE & RIM ASSEMBLY, FRONT	R&R
	0.2		BRAKE DRUM, FRONT	R&R
	0.4		WHEEL STUD (QTY. OF 10)	R&R
MAN	0.8	1	TIRE & RIM ASSEMBLY, FRONT AXLE	
	0.8		TIRE & RIM ASSEMBLY, FRONT	R&R
MAN	0.7	1	BRAKE CHAMBER ASSEMBLY, FRONT AXLE (ONE SIDE)	
	0.5		BRAKE CHAMBER, FRONT	R&R
	0.2		BRAKE ADJUSTMENT (ONE FRONT WHEEL)	ADJUSTMENT
MAN	0.9	1	BRAKE DRUM, FRONT AXLE (ONE SIDE)	
	0.6		TIRE & RIM ASSEMBLY, FRONT	R&R
	0.3		BRAKE DRUM, FRONT	R&R
MAN		1	STAND ALONE ITEMS	
	0.4		DRAG LINK	R&R
	1.4		WHEEL BEARINGS (INNER & OUTER)	R&R
MAN	4.5	1	FRONT AXLE & SUSPENSION (AXLE BUILD)	2 Mech. Reqd.
	0.2		LEVELING LINK BRACKETS	R&R
	0.3		BRAKE CHAMBER AIR LINES	R&R
	0.5		DRAG LINK	R&R
	0.1		SHOCK RETAINING NUTS (LOWER NUTS ONLY)	R&R

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VENDOR	TIME	MANUAL SECTION	COMPONENT / TASK DESCRIPTION	TASK
	0.3		STEERING DAMPER	R&R
	0.5		LATERAL ROD	R&R
	0.2		CENTER LINK (OPTIONAL)	R&R
	0.5		RADIUS RODS (AT STRUCTURE)	R&R
	0.1		A B S SENSOR ELECTRICAL CONNECTION	DISCONNECT
	0.3		TORQUE BOLTS	TORQUE
	0.1		FRONT END ALIGNMENT (MINOR)	ALIGN
	0.5		ROAD TEST	OPTIONAL
	1.0		ALIGNMENT & ROAD TEST (not added to total)	OPTIONAL
MAN	1.8	1	**HUB ASSEMBLY, FRONT AXLE (ONE SIDE)**	
	0.6		WHEEL ASSEMBLY	R&R
	0.1		WHEEL BEARING DUST COVER	R&R
	0.2		SLACK ADJUSTER (ADJUST FOR EASIER DRUM REMOVAL)	R&R
	0.1		BRAKE DRUM	R&R
	0.3		ADJUSTING NUT, THRUST WASHER & WHEEL BEARING	R&R
	0.5		HUB	R&R
MAN	1.1	1	**BRAKE CAMSHAFT SUPPORT BEARING**	
	0.1		BRAKE SHOE SPRINGS	R&R
	0.1		BRAKE CAMSHAFT	R&R
	0.1		CAMSHAFT BEARING SUPPORT BRACKET	R&R
	0.1		CAMSHAFT SEALS	R&R
	0.1		NEEDLE BEARINGS	R&R
MAN	4.2	1	**STEERING KNUCKLE (With Hub in Place)**	
	0.5		SLACK ADJUSTER (ADJUST FOR EASIER DRUM REMOVAL)	Adjust
	0.2		BRAKE DRUM	R&R
	0.5		BRAKE SHOE RETURN SPRING	R&R

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VENDOR	TIME	MANUAL SECTION	COMPONENT / TASK DESCRIPTION	TASK
	0.5		BRAKE CHAMBER	R&R
	0.2		SLACK ADJUSTER	R&R
	0.3		CAMSHAFT SUPPORT BRACKET	R&R
	0.5		TIE ROD END	R&R
	0.2		LUBRICATION LINE & GREASE NIPPLE	R&R
	0.1		SNAP RINGS	R&R
	0.1		KING PIN COVERS	R&R
	1		KING PINS	R&R
	0.1		THRUST BEARING & SHIMS	R&R
MAN	1.5	1	WHEEL STUDS, FRONT AXLE (ONE SIDE)	
	0.6		WHEEL ASSEMBLY	R&R
	0.2		BRAKE DRUM, FRONT	R&R
	0.1		BRAKE SHOE RETURN SPRING	R&R
	0.6		WHEEL STUD (QTY. OF 10)	R&R
MAN	2.8	1	BRAKE SHOES, FRONT AXLE (ONE SIDE)	
	0.6		WHEEL ASSEMBLY	R&R
	0.1		SLACK ADJUSTER (ADJUST FOR EASIER DRUM REMOVAL)	Adjust
	0.2		BRAKE DRUM	R&R
	0.1		BRAKE RETURN SPRINGS, FRONT	R&R
	0.1		LOCKING WEDGE	R&R
	0.1		BRAKE SHOE ANCHOR BOLTS	R&R
	0.2		BRAKE SHOE ANCHOR BOLT BUSHINGS	R&R
	0.2		BRAKE SHOE ROLLER BUSHINGS	R&R
	0.3		ANCHOR PIN BUSHINGS	R&R
	0.8		BRAKE SHOE LINING RIVETS OR BOLTS	R&R
	0.1		BRAKE ADJUSTMENT	R&R

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VENDOR	TIME	MANUAL SECTION	COMPONENT / TASK DESCRIPTION	TASK
MAN	0.6	1	SLACK ADJUSTER, FRONT AXLE (ONE SIDE)	
	0.5		SLACK ADJUSTER ASSEMBLY, FRONT	R&R
	0.1		BRAKE ADJUSTMENT (ONE FRONT WHEEL)	Adjust
MAN	1.4	1	A B S SPEED SENSOR	
	0.6		WHEEL ASSEMBLY	R&R
	0.5		SLACK ADJUSTER (ADJUST FOR EASIER DRUM REMOVAL)	Adjust
	0.2		BRAKE DRUM	R&R
	0.1		SPEED SENSOR	R&R
MAN	2.0	1	A B S PULSE GENERATING WHEEL	
	1.5		HUB ASSEMBLY (Refer to Hub Section)	R&R
	0.5		PULSE WHEEL	R&R
MAN	2.9	1	WHEEL BEARINGS & RACE	
	1.5		HUB ASSEMBLY	R&R
	0.3		OUTER BEARING	R&R
	0.3		INNER BEARING	R&R
	0.2		INNER WHEEL GREASE COLLECTOR	R&R
	0.6		INNER / OUTER BEARING RACE	R&R
MAN	0.7	1	BRAKE CHAMBER ASSEMBLY, FRONT AXLE (ONE SIDE)	
	0.5		BRAKE CHAMBER, FRONT	R&R
	0.2		BRAKE ADJUSTMENT (ONE FRONT WHEEL)	Adjust
MAN	0.8	1	BRAKE DRUM, FRONT AXLE (ONE SIDE)	
	0.6		TIRE & RIM ASSEMBLY, FRONT	R&R
	0.2		BRAKE DRUM, FRONT	R&R

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VENDOR	TIME	MANUAL SECTION	COMPONENT / TASK DESCRIPTION	TASK
MAN	3.1 x 2	2	REAR AXLE & SUSPENSION	
	0.6		LOWER RADIUS ROD (AT COACH END)	R&R
	0.6		UPPER RADIUS ROD (AT HOUSING)	R&R
	0.6		DRIVE SHAFT	R&R
	0.6		AIR SPRINGS (LOWER BOLTS ONLY)	R&R
	0.2		SHOCKS (LOWER NUTS ONLY)	R&R
	0.3		BRAKE LINES	R&R
	0.2		LEVELING VALVE LINKS	R&R
MAN	2.7	2	AXLE & HUB ASSEMBLY REAR	
	0.3		DRAIN OIL (From Axle Ends And Housing)	DRAIN/FILL
	0.6		WHEEL ASSEMBLY, REAR	R&R
	0.2		BRAKE CHAMBER	R&R
	0.2		SLACK ADJUSTER	R&R
	0.2		BRAKE DRUM, REAR	R&R
	0.3		PLANETARY BOLTS & HEX NUT	R&R
	0.2		PLANETARY & AXLE SHAFT	R&R
	0.2		AXLE SHAFT & PLANETARY HOUSING SEPARATION	R&R
	0.1		PLANETARY GEAR LOCKING PLATE & WASHER	R&R
	0.1		RING GEAR HUB & BEARINGS	R&R
	0.1		WHEEL HUB	R&R
	0.2		SPINDLE	R&R
MAN		2	STAND ALONE ITEMS	
	1.0		REAR AIR SPRING (COMPLETE UNIT)	R&R
	0.8		LOWER RADIUS ROD (REAR)	R&R
	0.5		SHOCK ABSORBERS (REPLACEMENT)	R&R

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VENDOR	TIME	MANUAL SECTION	COMPONENT / TASK DESCRIPTION	TASK
	0.3		BRAKE CHAMBER, REAR	R&R
	2.0		BRAKE SHOE LINING, (One Side)	R&R
	0.5		LEVELING VALVE	R&R
	1.2		REAR RELAY VALVE	R&R
	1.5		WHEEL, DRUM, HUB, & SEAL	R&R
MAN (LF)	1.5 per	2	WHEEL STUDS	
	0.7		WHEEL ASSEMBLY	R&R
	0.1		DRUM	R&R
	0.1		BRAKE RETURN SPRINGS	R&R
	0.6		WHEEL STUDS	R&R
MAN (LF)	1.9	2	PLANETARY GEAR HOUSING	
	0.2		DRAIN OIL	Drain
	0.1		SLACK ADJUSTER (ADJUST FOR EASIER DRUM REMOVAL)	Adjust
	0.2		PLANETARY GEAR COVER	R&R
	0.2		AXLE SNAP RING & AXLE	R&R
	0.2		BRAKE DRUM	R&R
	1		PLANETARY GEAR HOUSING	R&R
MAN (LF)	3.1	2	WHEEL HUB	
	0.2		OIL	Drain
	0.2		AXLE SHAFT	R&R
	1.5		HUB REDUCTION UNIT	R&R
	0.2		LOCK WASHER & INNER NUT	R&R
	0.2		RING GEAR	R&R
	0.3		OUTER BEARING & HUB	R&R
	0.2		INNER BEARING & OIL CATCH PLATE	R&R
	0.3		AXLE SEAL COLLAR	R&R

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VENDOR	TIME	MANUAL SECTION	COMPONENT / TASK DESCRIPTION	TASK
MAN	0.75	2	PLANETARY GEARING	
	0.75		CHECK SERVICE MANUAL	R&R
MAN	3.8	2	BRAKE ASSEMBLY, REAR (ONE SIDE)	
	0.8		WHEEL ASSEMBLY, REAR	R&R
	0.6		SLACK ADJUSTER (ADJUST FOR EASIER DRUM REMOVAL)	Adjust
	0.1		BRAKE SHOE BACKING PLATE	R&R
	0.2		BRAKE DRUM	R&R
	0.1		BRAKE SPRINGS	R&R
	0.1		BRAKE SHOE ANCHOR BOLT (LOCKING BOLT, PLATE & BUSHINGS)	R&R
	0.3		BRAKE SHOE ANCHOR PINS	R&R
	0.3		ANCHOR PIN BUSHINGS	R&R
	0.2		BRAKE SHOE ROLLER BUSHINGSSS	R&R
	0.1		BRAKE SHOE ASSEMBLY	R&R
	0.7		BRAKE SHOE LINING	R&R
	0.3		CLEAN BRAKE SHOE BODY	Clean
MAN (LF)	3.7	2	CAMSHAFT SUPPORT BEARING	
	0.2		OIL	Drain
	0.7		WHEEL ASSEMBLY	R&R
	0.1		SLACK ADJUSTER (ADJUST FOR EASIER DRUM REMOVAL)	Adjust
	0.2		BRAKE DRUM	R&R
	0.1		BRAKE RETURN SPRINGS	R&R
	1.5		HUB	R&R
	0.3		SLACK ADJUSTER	R&R
	0.1		CAMSHAFT	R&R
	0.5		CAMSHAFT SEAL RETAINER, SEAL & BEARING	R&R

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VENDOR	TIME	MANUAL SECTION	COMPONENT / TASK DESCRIPTION	TASK
MAN	4.8	2	DIFFERENTIAL CARRIER ASSEMBLY	
	0.5		DIFFERENTIAL OIL	Drain
	1		AXLE SHAFTS	R&R
	1		PROPELLER SHAFT FLANGE & YOKE	R&R
	0.8		CARRIER MOUNTING BOLTS	R&R
	0.5		MUD FLAP	R&R
	1		GEAR SET	R&R
MAN	3	2	PINION NUT AND SEAL	R&R
SHEPARD	2.7	3	STEERING GEAR BOX	
	0.5		POWER STEERING LINES	DISCONNECT
	0.2		DRAG LINK CASTLE NUT (at pitman arm))	R&R
	0.5		STEERING JOINT ASSEMBLY (at the miter box)	R&R
	0.6		STEERING BOX MOUNTING BOLTS	R&R
	1.0		PHYSICALLY REMOVE AND INSTALL STEERING BOX	R&R
	0.5		ROAD TEST (OPTIONAL) Time not added to total	TEST
MAN	2.5	3	MITER BOX	
	1.0		STEERING COLUMN " U " JOINT	R&R
	0.5		STEERING JOINT ASSEMBLY (At transfer box)	R&R
	0.5		TRANSFER GEAR BOX RETAINING BOLTS	R&R
	0.5		MITER BOX COMPONENT	R&R
ALL		3	STAND ALONE ITEMS	
	1.0		STEERING COLUMN " U " JOINT (steering joint assembly)	R&R
	0.5		STEERING WHEEL	R&R
	0.8		DRAG LINK	R&R

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VENDOR	TIME	MANUAL SECTION	COMPONENT / TASK DESCRIPTION	TASK
	1.5		POWER STEERING PUMP	R&R
	2.5		HYDRAULIC RESERVOIR	R&R
	0.5		FILTER, HYDRAULIC RESERVOIR	R&R
	0.8		SIGHT GLASS	R&R
ALL	5.3	4	**ENGINE EXHAUST COMPONENTS**	
	0.5		MUFFLER MOUNT (RUBBER ISOLATOR)	R&R
	0.2		EXHAUST CLAMP	R&R
	1		MUFFLER CLAMP ASSEMBLY (AROUND MAIN BODY)	R&R
	0.2		UPPER "U" CLAMP	R&R
	1.5		UREA TANK	R&R
	0.3		MUFFLER	R&R
	0.1		MUFFLER CLOSE OUT (ON ROOF)	R&R
	0.5		FLEX CONNECTOR & BAND CLAMPS	R&R
	1		Particulate Filter	R&R
ALL		4	**ENGINE COMPONENTS (STAND ALONE ITEMS)**	
	1		ENGINE MOUNTS (2)	R&R
	1		TRANSMISSION MOUNTS	R&R
	0.4		AIR FILTER	R&R
	1.3		STARTER MOTOR	R&R
	1.5		ALTERNATOR	R&R
	1		FILLER TUBE & DIPSTICK	R&R
	0.5		ENGINE OIL & FILTERS	R&R
	0.5		ALTERNATOR BELT	R&R
	0.8		ENGINE COMPARTMENT SWITCH BOX	R&R
ALL		4	**STAND ALONE ITEMS**	
	0.5		ENGINE MOUNT FRONT (ONE)	R&R

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VENDOR	TIME	MANUAL SECTION	COMPONENT / TASK DESCRIPTION	TASK
	0.3		EXHAUST MOUNTING BRACKET	R&R
	1.0		EXHAUST PIPE	R&R
	1.5		MUFFLER	R&R
	0.3		ENGINE BELT GUARD	R&R
	0.2		HINGED BELT GUARD (Swing out & remove)	R&R
CUMMINS	1.5	4	**DECOMPOSITION REACTOR**	
	0.3		ROOF GRILL ABOVE EXHAUST COMPONENTS	R&R
	0.2		ELECTRICAL CONNECTIONS	R&R
	0.2		DEF SUPPLY AND COOLANT LINES.	R&R
	0.3		V-CLAMP AT REACTOR INLET TUBE	R&R
	0.2		TAIL PIPE U-CLAMP	R&R
	0.2		EXHAUST SEAL CLAMP	R&R
	0.1		U-CLAMP SECURING DECOMPOSITIION REACTOR	
CUMMINS	1.5	4	**SCR CATALYST**	
	0.2		SCR ELECTRONIC CONTROL MODULE WIRING	R&R
	0.2		NOX SENSOR MOUNTING BOLTS	R&R
	0.2		NOX SENSOR MOUNTING BOLTS	R&R
	0.3		SECURING STRAPS	R&R
	0.4		W-CLAMPS (as required)	R&R
	0.2		CATALYST	R&R
CUMMINS		4	**DIESEL EXHAUST FLUID (DEF)**	
	1.0		TANK SENSOR HOSES AND LINES AT SENSOR	R&R
	0.3		TANK SENSOR HOSES AND LINES AT SENSOR	R&R
	0.1		FLOAT SWITCH CONNECTOR	R&R
	0.2		FLOAT SWITCH	R&R

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VENDOR	TIME	MANUAL SECTION	COMPONENT / TASK DESCRIPTION	TASK
	0.4		TANK MOUNTING BOLTS	R&R
ALLISON	15.3	5	B300/400/500 TRANSMISSION (ALLISON SPECIFIC)	
	6.0		TRANSMISSION	R&R
	0.4		TRANSMISSION ECU	R&R
	1.0		FILLER TUBE & DIPSTICK	R&R
	1.5		TRANSMISSION OIL COOLER	R&R
	0.8		TRANSMISION SUPPORT BRACKET	R&R
	0.5		SUPPORT ENGINE/TRANS REAR	PROCEDURE
	0.4		ATEC ECU (electronic control unit)	R&R
	1.0		B500-R-INSTALL-AUXILIARY FILTER UNIT	INSTALLATION
	0.4		ECU (ELECTRONIC CONTROL UNIT)	R&R
	0.2		ENGINE/INPUT/SPEED SENSOR	R&R
	0.2		OUTPUT SPEED SENSOR	R&R
	1.0		RECALIBRATE ECU	ADJUST
	0.3		SHIFTER HYD. TRANSMISSION	R&R
	0.5		STEAM CLEAN TRANSMISSION	CLEAN
	0.8		TRANSMISSION REAR SUPPOR BRACKET	R&R
	0.3		TURBINE SPEED SENSOR	R&R
ALLISON	21.2	5	EV40/50 HYBRID TRANSMISSION 9 ALLISON SPECIFIC)	
	9.1		EV 50 DRIVE UNIT OR TRACTION MOTOR	R&R
	3.5		ESS (ENEREGY DTORAGE SYSTEM,BATTERY PACKS)	R&R
	3.0		DPIM (DUEL POWER INVERTER MODULE)	R&R
	0.2		EXTERNAL OIL FILTER	R&R
	0.8		TRANSMISSION REAR SUPPORT (MOUNTS)	R&R
	0.5		TRANSMISSION COOLER OIL BACK FLUSH	PROCEDURE
	0.5		OIL PAN	R&R
	0.3		SPIN ON FILTER	R&R

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VENDOR	TIME	MANUAL SECTION	COMPONENT / TASK DESCRIPTION	TASK
	0.1		INTERNAL FILTER	R&R
	0.5		ECU-ECM	R&R
	0.5		CONTROLVALVE BODY(control module does not include pan or int. filter	R&R
	2.1		OUTPUT SHAFT SEAL	R&R
	0.1		SOLENOID	R&R
	1.0		RE-CALIBRATE ECU	CALIBRATE
COOLING	4.3	6	RADIATOR & CHARGE AIR COOLER	
	0.1		HEATER LINES	R&R
	0.6		DRAIN/FILL COOLANT	Drain / fill
	0.3		BELT GUARDS	R&R
	0.4		CHARGE AIR COOLER TUBES	R&R
	0.4		RAD TUBES UPPER/LOWER	R&R
	0.3		BUMPER EXTENSION	R&R
	0.2		SURGE TANK LINES	Disconnect
	0.5		HYDRAULIC OIL LINES	Disconnect
	0.2		RADIATOR SUPPORT ROD	Disconnect
	0.5		LOWER SUPPORT CHANNEL, RADIATOR	R&R
	0.8		RADIATOR SUPPORT ROD	
ALL	MISC. TIMES	6	STAND ALONE ITEMS	
	0.8		HYDRAULIC RESERVOIR SIGHT GLASS	R&R
	0.3		LOW COOLANT SENSOR	R&R
	2		SURGE TANK	R&R
	0.2		FAN CONTROLLER	R&R
	0.8		FAN DRIVE PUMP BELT	R&R
FUEL	3	7	FUEL SYSTEM	
	0.4		FUEL	Drain/Fill

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VENDOR	TIME	MANUAL SECTION	COMPONENT / TASK DESCRIPTION	TASK
	0.3		PASSENGER SEAT	R&R
	0.1		COVER PLATE	R&R
	0.2		SUPPLY LINE	Disconnect
	0.2		RETURN LINE	Disconnect
	0.2		FUEL LEVEL VENT LINE	Disconnect
	0.2		FUEL LEVEL SENDER LINE	Disconnect
	0.3		FILLER TUBE CLAMPS	Disconnect
	0.5		TANK MOUNTING HARDWARE	R&R
	0.6		FUEL TANK	R&R
CNG	Misc times	7	C N G FUEL (stand alone items)	
	2.5		C N G FUEL TANK (LINCOLN COMPOSITES)	R&R
	0.2		REFUELING CONNECTOR	R&R
	0.8		FUEL TANK SOLENOID VALVE	R&R
	1.5		I TT REGULATOR	R&R
	2.0		ZERO PRESSURE REGULATOR	R&R
	0.2		P R D VALVE	R&R
	0.5		C N G RECOVERY	EVACUATE
	0.2		FUEL DOOR SENSOR	R&R
	0.5		FUEL "LOW PRESSURE INDICATOR"	R&R
	0.5		FUEL "HIGH PRESSURE INDICATOR"	R&R
LNG	Misc times	7	L N G FUEL (stand alone items)	
	2.5		L N G FUEL TANK	R&R
	2.5		HEAT EXCHANGER	R&R
	0.2		FUEL FILTER	R&R
	0.2		REFUELING CONNECTOR	R&R
	0.8		FUEL TANK SOLENOID VALVE	R&R

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VENDOR	TIME	MANUAL SECTION	COMPONENT / TASK DESCRIPTION	TASK
	2		PRESSURE REGULATOR	R&R
	0.5		L N G RECOVERY (per tank)	EVACUATE
	0.2		FUEL DOOR PROXIMITY SWITCH	R&R
	2		TANK MANIFOLD ASSEMBLY	R&R
	2		PRESSURE CONTROL MANIFOLD	R&R
ALL	Misc. times	8	AIR SYSTEM COMPONENTS (stand alone items)	
	1.2		AIR DRYER	R&R
	0.2		AIR DRYER FILTER	R&R
	0.5		MUFFLER (Ping) TANK	R&R
	0.2		AIR TANK DRAIN VALVE	R&R
	0.5		GOVERNOR	R&R
	0.6		AIR PRESSURE REGULATOR (BRAKE INTERLOCK)	R&R
	1.5		APPLICATION VALVE (BRAKE TREADLE)	R&R
	1		SPRING BRAKE CONTROL VALVE	R&R
	0.6		SOLENOID VALVE	R&R
	0.2		Q. R. VALVE	R&R
	0.2		TRANSDUCER	R&R
	0.3		BRAKE INTERLOCK MAGNETIC VALVE	R&R
	0.5		OIL SEPARATOR	R&R
	0.3		OIL SEPARATOR FILTERS	R&R
	0.3		CHECK VALVE	R&R
	1		AIR BRAKE RELAY VALVE	R&R
	0.2		PRESSURE PROTECTION VALVE	R&R
ALL	Misc Times	9	ELECTRICAL	
	0.2		MARKER LIGHT	R&R
	0.2		FLUORESCENT LIGHT	R&R
	0.3		BACK UP LAMPS	R&R

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VENDOR	TIME	MANUAL SECTION	COMPONENT / TASK DESCRIPTION	TASK
	0.2		STEPWELL (HEADER) LIGHT	R&R
	0.3		SEALED BEAM HEADLIGHT	R&R
	1.5		BATTERIES & LEADS	R&R
	1.3		STARTER MOTOR	R&R
	0.5		BATTERY CUT OFF SWITCH	R&R
	0.3		LOW AIR PRESSURE SWITCH	R&R
	0.7		VOLTAGE EQUALIZER	R&R
	1		BATTERY TRAY	R&R
	0.5		P.A. SPEAKER	R&R
	0.3		DIMMER SWITCH	R&R
	0.5		TURN SIGNAL SWITCH	R&R
	0.2		PLC MODULES (Add access time)	R&R
	1.5		PROCESSOR	R&R
	0.4		TOUCH TAPE (Less then 2ft.)	R&R
	1		TOUCH TAPE (Coach length)	R&R
Thermo King	Misc. Times	10	HVAC SYSTEM (check back of manual for Thermo King)	
	1.5		DRIVERS HEATER / DEFROSTER UNIT	R&R
	0.5		HEATER / DEFROSTER MOTOR	R&R
	0.5		HEATER / DEFROSTER COIL	R&R
	0.5		HEATER VALVE	R&R
	0.2		AIR FILTER	R&R
	0.5		FAN / MOTOR ASSEMBLY	R&R
	1		BOOSTER PUMP	R&R
	0.5		FLOOR HEATER	R&R
	1		HEATER COIL (FLOOR HEATER)	R&R
	0.2		AIR FILTER (FLOOR HEATER)	R&R
	0.5		DEFROSTER MOTOR	R&R
	0.2		AIR FILTER (REAR HEATER UNIT)	R&R

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VENDOR	TIME	MANUAL SECTION	COMPONENT / TASK DESCRIPTION	TASK
	2		AUXILIARY COOLANT HEATER	R&R
	4		ENGINE AIR COMPRESSOR	R&R
ALL	Misc. Times	12	INTERIOR PANELS & APPLIED PARTS	
	1		SIDEWALL PANEL	R&R
	2		CEILING PANEL	R&R
	0.3		REAR VIEW MIRROR	R&R
	0.3		EXIT DOOR MIRROR	R&R
	0.3		SUN VISOR	R&R
ALL	Misc. Times	13	EXTERIOR PANELS & APPLIED PARTS	
	0.5		CURBSIDE MIRROR	R&R
	0.5		DRIVERS MIRROR	R&R
	0.8		REAR BUMPER ASSEMBLY	R&R
	1		POLYURETHANE MODULE (Section of Bumper)	R&R
	0.3		WIPER ARM	R&R
	0.8		WIPER MOTOR	R&R
	0.8		WINDSHIELD WASHER RESERVOIR	R&R
	1.25		SPLASH GUARDS / MUD FLAPS (Front or Rear)	R&R
	1.25		FRONT BUMPER	R&R
	0.3		EXIT DOOR MIRRORS	R&R
	0.3		REAR VIEW MIRROR	R&R
			Exterior body panel replcement times depend on severity of damage, no definate time is assigned to this particular task	
ALL	Misc. Times	14	WINDOWS	
	3		WINDSHIELD (Left or Right)	R&R
	1		DRIVERS SIDE WINDOW	R&R
	1		PICTURE WINDOW	R&R
	1		PASSENGER WINDOW	R&R

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VENDOR	TIME	MANUAL SECTION	COMPONENT / TASK DESCRIPTION	TASK
	0.5		WINDOW TRIM RING	R&R
	0.5		WINDOW GLASS	R&R
	0.2		RAPID REPLACEMENT WINDOW (Tip in window)	R&R
	0.5		VANDAL SHIELD	INSTALL
ALL	Misc. Times	15	ACCESS DOORS	
	1.5		REAR EXTERIOR HVAC DOOR	R&R
	0.5		TRANSMISSION ACCESS DOOR (Exterior)	R&R
	1.5		ENGINE ACCESS DOOR (Exterior)	R&R
	0.7		RADIATOR DOOR	R&R
	0.5		FUEL FILLER DOOR	R&R
	0.8		ROOF VENT	R&R
	0.7		SIDE CONSOLE EXTERIOR DOOR	R&R
	0.5		SURGE TANK ACCESS DOOR	R&R
ALL	Misc. Times	16	ENTRANCE & EXIT DOOR SYSTEMS	
	0.8		DOOR PANELS	R&R
	2.2		DOOR ASSEMBLY	R&R
	0.6		BASE PLATE ASSEMBLY(Welded)	R&R
	0.5		DOOR MOTOR	R&R
	1.5		DOOR MOTOR OVERHAUL	Overhaul
	0.2		ADJUSTING RODS	R&R
	0.5		EMERGENCY RELEASE VALVE (Dump Valve)	R&R
	1.2		DOOR SHAFT & ARM ASSEMBLY	R&R
	0.3		TOUCH TAPE	R&R
	0.1		MICRO SWITCH	R&R
	0.3		SEALS & TRIM	R&R
	0.2		GRAB HANDLE	R&R
	0.5		CHIME	R&R

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VENDOR	TIME	MANUAL SECTION	COMPONENT / TASK DESCRIPTION	TASK
	0.8		DOOR CONTROLLER	R&R
	0.5		DOOR GLASS	R&R
	1		HALL EFFECT LOCK PAWL SWITCH	R&R
	1		REAR DOOR BEARINGS	R&R
	1		REAR DOOR SOLENOID (MAG VALVE)	R&R
	0.5		ANNUNCIATE PANEL	R&R
	1		SONIC SENSOR	R&R
VAPOR	4.6		SWING EXIT DOORS	
	1		EXIT DOOR PANELS (BOTH)	R&R
	3		EXIT DOOR ASSEMBLY	R&R
	0.6		ELECTRO-PNEUMATIC EXIT DOOR ENGINE	R&R
VAPOR	0.8		EXIT DOOR PANELS (BOTH)	R&R
	0.5		DOOR GLASS	R&R
	0.3		DOOR SHAFT LEVERS	R&R
VAOOR	1.6		EXIT DOOR ASSEMBLY (ONE)	R&R
	0.4		RUBBER BUMPERS	R&R
	0.3		SEALS & TRIM	R&R
	0.3		DOOR BRUSHES	R&R
	0.3		HANDLE	R&R
	0.3		TOUCH TAPE	R&R
VAPOR	4		EXIT DOOR BASEPLATE OVERHAUL	OVERHAUL
	2		BASE PLATE ASSEMBLY	R&R
	0.2		EXIT DOOR AIR CYLINDER	R&R
	0.2		DOOR SOLENOID & BRACKET ASSEMBLY	R&R
	0.2		HALL EFFECT LOCK PRAWL SWITCH	R&R
	0.1		CAM ASSEMBLY	R&R
	0.2		MICRO / LIMIT SWITCHES	R&R
	0.5		SKINNER VALVE	R&R

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VENDOR	TIME	MANUAL SECTION	COMPONENT / TASK DESCRIPTION	TASK
	0.1		BASEPLATE BUSHINGS	R&R
	0.2		ELECTRIC SOLENOID	R&R
	0.1		RETURN SPRING	R&R
	0.2		CONNECTING RODS	R&R
VAPOR	1.4		EXIT DOOR SOLENOID AND BRACKET ASSEMBLY	R&R
	0.2		BRACKET ASSEMBLY	R&R
	0.3		EXTENSION SPRING	R&R
	0.2		LEVER ASSEMBLY	R&R
	0.1		END PLAY SPACER AND BUSHING	R&R
	0.1		CAM ASSEMBLY	R&R
	0.2		EMERGENCY CONNECTING ROD ASSEMBLY	R&R
	0.2		LOCK PRAWL ASSEMBLY	R&R
	0.1		SENSOR ASSEMBLY	R&R
VAPOR	5.9	16	SLIDE GLIDE ENTRANCE DOORS	
	3		SLIDE GLIDE ENTRANCE DOOR ASSEMBLY	R&R
	0.6		CONNECTING RODS, ENTRANCE DOOR	R&R
	1.5		DOOR SHAFT LEVER ASSEMBLY	R&R
	0.3		DOOR SHAFT & ARM ASSEMBLY	R&R
	0.3		DOOR PANELS (PER PANEL)	R&R
	0.2		PIVOT ASSEMBLY, ENTRANCE DOOR TOP	R&R
Vapor	2		ENTRANCE DOOR SHAFT LEVER ASSEMBLY	R&R
	1.5		LEVER ASSEMBLY, ENTRANCE DOOR	R&R
	0.5		SPACER & BALL BEARING	R&R
Vapor	2.3		ENTRANCE DOOR SHAFT & ARM ASSEMBLY	R&R
	0.3		DOOR PANELS (PER PANEL)	R&R
	1		DOOR GLASS (UPPER AND LOWER)	R&R
	0.4		PIVOT ASSEMBLY, ENTRANCE DOOR TOP	R&R
	0.3		SEALS AND TRIM, ENTRANCE DOOR	R&R

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VENDOR	TIME	MANUAL SECTION	COMPONENT / TASK DESCRIPTION	TASK
	0.3		BRUSHES, ENTRANCE DOOR	R&R
Vapor	3		ENTRANCE DOOR MECHANISM OVERHAUL	R&R
	1.5		DOOR CYLINDER ASSEMBLY	R&R
	0.4		DOOR MAG VALVE	R&R
	0.5		LIMIT SWITCHES	R&R
	0.6		CONNECTING RODS, ENTRANCE DOOR	R&R
VAPOR	Misc. times	16	EXIT & ENTRANCE DOOR STAND ALONE ITEMS	
	0.5		AIR FILTER, BASEPLATE	R&R
	1		EXIT DOOR ADJUSTMENT (FIT & ALIGNMENT, CHECK & ADJUST)	ADJUSTMENT
	0.3		EXIT DOOR SPEED ADJUSTMENT	ADJUSTMENT
	0.3		EXIT DOOR HALL SENSOR VANE ADJUSTMENT	ADJUSTMENT
	0.2		EXIT DOOR EMERGENCY LINKAGE ADJUSTMENT	ADJUSTMENT
	0.2		EXIT DOOR LS3 SENSOR ADJUSTMENT	ADJUSTMENT
	0.2		EXIT DOOR LOCK SOLENOID ADJUSTMENT	ADJUSTMENT
	0.2		EXIT DOOR LOCK PRAWL TO CAM CLEARANCE ADJUSTMENT	ADJUSTMENT
	0.2		EXIT DOOR PANEL SENSOR ADJUSTMENT	ADJUSTMENT
	2		EXIT DOOR COMPLETE FUNCTIONAL TEST	ADJUSTMENT
	1		ENTRANCE DOOR ADJUSTMENT FOR FIT, CHECK & ADJUST	ADJUSTMENT
	0.3		ENTRANCE DOOR SPEED ADJUSTMENT	ADJUSTMENT
	2		ENTRANCE DOOR COMPLETE FUNCTIONAL TEST	TEST
	1.2		EXIT DOOR EMERGENCY RELEASE VALVE	TEST
	1		ENTRANCE DOOR EMERGENCY RELEASE VALVE	R&R
	1		DOOR CONTROLLER	R&R
	0.5		DOOR CONTROLLER MODULE	R&R
	0.5		ENUNCIATOR PANEL	R&R
				R&R
ALL	Misc times	17	SEATING	
	1		DRIVERS SEAT	R&R

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VENDOR	TIME	MANUAL SECTION	COMPONENT / TASK DESCRIPTION	TASK
	0.5		DRIVERS SEAT BELT	R&R
	0.8		PASSENGER SEAT (Double)	R&R
	0.1		SEAT INSERTS	R&R
	1		WHEELCHAIR FLIP SEAT	R&R
ALL	Misc. times	18	DESTINATION SIGNS	
	1.2		DESTINATION SIGN ASSEMBLY (Front)	R&R
	1		DESTINATION SIGN ASSEMBLY (Side)	R&R
	0.5		REAR ROUTE SIGN	R&R
	0.5		DECODER BOARD	R&R
	0.8		DESTINATION SIGN CONTROL BOARD	R&R
	0.8		PROCESSOR BOARD	R&R
	1		DESTINATION SIGN GLASS (On coach)	R&R
ALL	Misc. Times	19	DRIVERS CONTROLS	
	0.5		DASH GAUGE	R&R
	0.5		DASH INDICATOR STRIP	R&R
	0.5		DEFROSTER SWITCH	R&R
	0.3		TURN SIGNAL SWITCH	R&R
	0.2		HORN BUTTON	R&R
	0.5		PARKING BRAKE KNOB	R&R
	0.5		DIMMER SWITCH	R&R
	0.4		DASH FAN	R&R
	1.5		DRIVERS SEAT	R&R
	0.5		INTERIOR SPEAKER	R&R
	1		ACCELERATOR TREADLE (Complete)	R&R
	0.5		DRIVERS SEAT BELT	R&R
	0.4		DRIVERS BOOSTER FAN	R&R
	0.5		DOME LIGHT	R&R

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VENDOR	TIME	MANUAL SECTION	COMPONENT / TASK DESCRIPTION	TASK
	0.5		THROTTLE POSITION SENSOR	R&R
NF	3.9	20	WHEELCHAIR RAMP	
	0.8		HYD.PUMP/RESERVOIR ASSEMBLY	R&R
	0.6		MANIFOLD BLOCK	R&R
	0.6		LIFT MECHANISM ASSEMBLY	R&R
	0.5		MICRO SWITCHES/LIMIT SWITCHES	R&R
	1		RAMP PLATE	R&R
	1.5		RAMP ASSEMBLY COMPLETE	R&R
	0.5		DASH SWITCH	R&R
	0.2		RAMP COVER PLATE	R&R
	1.5		DRIVE CHAIN	R&R
ATG	7.8	21	JOINT BELLOWS	
	1		PASSENGER SEATS	R&R
	0.8		HIP BOOT COVER	R&R
	0.7		EXTERIOR BELLOW EXTRUSION (Rubber strip)	R&R
	1		UNDERSIDE HARDWARE & CLOSURE	R&R
	0.8		CABLES	R&R
	3.5		BELLOWS (Front coach, hoop assembly & rear of coach)	R&R
				R&R
ATG	1	21	FLOOR PLATE ACCESS	
	0.8		JOINT PASSENGER SEATS	R&R
	0.2		FLOOR PLATES (LIFT / SECURE)	ACCESS
ATG	1.7	21	OPEN BELLOWS (underside)	
	0.8		HIP BOOT FLANGE PLATES (2)	R&R
	0.2		BUCKLE STRAPS (underside bellow fasteners)	DISCONNECT

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VENDOR	TIME	MANUAL SECTION	COMPONENT / TASK DESCRIPTION	TASK
	0.2		RETAINING STRIP	R&R
	0.3		TURNBUCKLE ASSEMBLY	R&R
	0.2		SHOCK CORD ASSEMBLY	DISCONNECT
ATG	4	21	**BELLOWS ASSEMBLY - ONE SIDE**	
	0.4		HIP BOOT FLANGE (2)	R&R
	0.3		BUCKLE STRAPS	DISCONNECT
	0.3		RETAINING STRIP	R&R
	0.5		TURNBUCKLE ASSEMBLY	DISCONNECT
	0.2		SHOCK CORD ASSEMBLY	DISCONNECT
	0.3		ROOF STRUTT ASSEMBLY	DISCONNECT
	2		BELLOWS SECTION	R&R
S	7.9	21	**CENTER HOOP ASSEMBLY (without the center hoop beam)**	R&R
	1		HIP BOOT COVER	R&R
	0.8		LOWER HOOP MOUNTING BOLTS	DISCONNECT
	1		REMOVE ENTER SEATS	R&R
	0.8		CABLE TURNBUCKLES	R&R
	0.6		UPPER BEARING,CENTER HOOP	R&R
	1.5		CENTER HOOP	R&R
	0.4		CENTER MOUNTING BRACKET OF ROOF STRUT ASSEMBLY	R&R
	1		HOSE CLAMP ASSEMBLY	R&R
	0.8		OPEN BELLOWS AT UNDERSIDE	OPEN/CLOSE
ATG	3.5	21	**WRIST JOINT ASSEMBLY**	R&R
	1		OPEN FLOOR PLATES FOR SERVICE	ACCESS
	1.3		OPEN BELLOWS FOR SERVICE	ACCESS
	0.3		BOLT, 20M x80 X 2	R&R
	0.3		BOLT, 5 / 8" X 4 (quantity 8)	R&R

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VENDOR	TIME	MANUAL SECTION	COMPONENT / TASK DESCRIPTION	TASK
	0.6		WRIST JOINT	R&R
ATG	3.5	21	HYDRAULIC CYLINDER ASSEMBLY	R&R
	1		OPEN FLOOR PLATES FOR SERVICE	ACCESS
	1.5		HYDRAULIC SYSTEM, COMPLETE BLEED / FILL / ADJUST	CHK / ADJ.
	0.2		CYLINDER HOSE X 2	DISCONNECT
	0.3		CYLINDER PIN	DISCONNECT
	0.3		CYLINDER YOKE PIN	DISCONNECT
	0.2		CYLINDER	R&R
ATG(HF)	8.8	21	YOKE PLATE	R&R
	1		OPEN FLOOR PLATES FOR SERVICE	ACCESS
	5.3		CENTER HOOP ASSEMBLY	R&R
	0.3		CYLINDER PIN	DISCONNECT
	0.3		CYLINDER YOKE PIN	DISCONNECT
	0.2		CYLINDER	R&R
	0.5		BOLT, M16 X 8	DISCONNECT
	0.3		BOLT, 20MM X 2	DISCONNECT
	0.3		BOLT, YOKE PLATE 5 / 8" X 6	DISCONNECT
	0.6		WRIST JOINT	R&R
ATG	3.3	21	HYDRAULIC BLOCK ASSEMBLY	S
	1		OPEN FLOOR PLATES FOR SERVICE	ACCESS
	1.5		HYD. SYSTEM COMPLETE BLEED, FILL, CHECK & ADJUST	CHK. / ADJ.
	0.2		CYLINDER HOSE X 2	DISCONNECT
	0.3		ELECTRICAL HARNESS CONNECTIONS	DISCONNECT
	0.1		PRESSURE GAUGE	DISCONNECT
	0.2		BOLT, M8 X 4	DISCONNECT

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VENDOR	TIME	MANUAL SECTION	COMPONENT / TASK DESCRIPTION	TASK
ATG	3	21	ACCUMULATOR ASSEMBLY	R&R
	1		OPEN FLOOR PLATES FOR SERVICE	ACCESS
	1.5		HYDRAULIC SYSTEM, COMPLETE BLEED / FILL / ADJUST	CHK. / ADJ.
	0.1		BLEED SCREW	CHK. / ADJ.
	0.4		ACCUMULATOR ASSEMBLY	R&R
ATG	Misc. times	21	A T G STAND ALONE ITEMS	
	3		HIGH PRESSURE SWITCH	R&R
	0.3		LOW PRESSURE SWITCH	R&R
	1		POSITION SENSOR	R&R
	0.5		HYD. SYSTEM PRESSURE TEST	TEST

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3. CORROSION PROTECTION

3.1. Prevention

Periodically clean the under-structure to remove dirt accumulation from flanges, ledges, channels and so forth. These places hold dirt and salt in direct contact with steel and aluminum surfaces. Use of an under-structure spray as part of the regular washing, with an occasional and more thorough cleaning with a high pressure spray is recommended.

3.2. Corrosion Treatment

3.2.1. Introduction

The under structure of your New Flyer vehicle has been protected using the following products:

- ☐ CHEMFOS® ST - to clean up structure
- ☐ Urethane Zinc Rich Primer - consisting of S28079 catalyst and S28080 zinc powder.
- ☐ Corashield™7972 - undercoating compound
- ☐ Coratube™ used as an internal structural tube coating

All of these products are available from PPG Industries.

3.2.2. Surface Preparation

The vehicle frame and chassis must be prepped to factory specifications before applying corrosion protection. This involves several processes to adequately protect the structure and chassis from premature corrosion.

3.2.3. Replacement Structure

1. If chassis structural members are to be replaced, the new members are to be thoroughly washed with a 3% solution of CHEMFOS® ST using a high pressure wand wash at 140°F (60°C) water temperature. This process will remove dirt and oil from the surface to be treated. Allow the steel members to dry thoroughly.

☞ **NOTE:**
The structure must be dirt and grease free before grit blasting, to prevent dirt and oil from being imbedded into the grit blasted pores.

2. The surface is then to be grit blasted to bare metal. Grit blast all surfaces to an SSPC-SP-6 profile of 1.0 to 2.0 mils. Wheel abrade any spots missed grit blasting which still have rust, millscale or weld spatter still present.

☞ **NOTE:**
SSPC-SP-6/NACE No. 3 "Commercial Blast Cleaning" is a standard available from SSPC: The Society for Protective Coatings.

⚠ **CAUTION:**
If available, sandblasting can be used for cleaning bulkheads, brackets and other structural members. However, sand blasting should not be used for cleaning the side paneling of vehicle body. Extreme care should be taken not to sandblast excessively.

☞ **NOTE:**
This procedure must be followed exactly to produce a properly iron phosphate treated metal surface. This will provide the bonding surface required for adequate primer adhesion for corrosion protection.

3. Parts coated with zinc primer and undercoating with a damage area not more than 1/8" in width may be repaired by applying undercoating over the damage area.
4. Damaged undercoated areas more than 1/8" in width must be cleaned to bare metal. Clean 2" around the damage area in all directions.
5. Tube type frame members closed at both ends must be drilled to allow insertion of the spray tip into the tube. The hole should be 1/2" in diameter and approximately midway along the length of the tube to permit complete spray coverage.
6. Use caulking sealant (Sika-221) to seal between side panels and frame, between floor and frame and anywhere water could seep into.
7. Allow caulking to skin over for a minimum of 15 minutes.
8. Mask exposed fittings and hoses.

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3.2.4. Existing Structure

For parts coated with previously applied zinc rich primer only, sandblast or wheel abrade the repair area to bare metal, and reapply primer as described. Observe requirements of steps 3. through 8. of "Replacement Structure" to properly treat damaged area before application of primer. See "Fig. 11-1: Untreated Repair Area" on page 7. & See "Fig. 11-2: Surface Cleanup" on page 8.

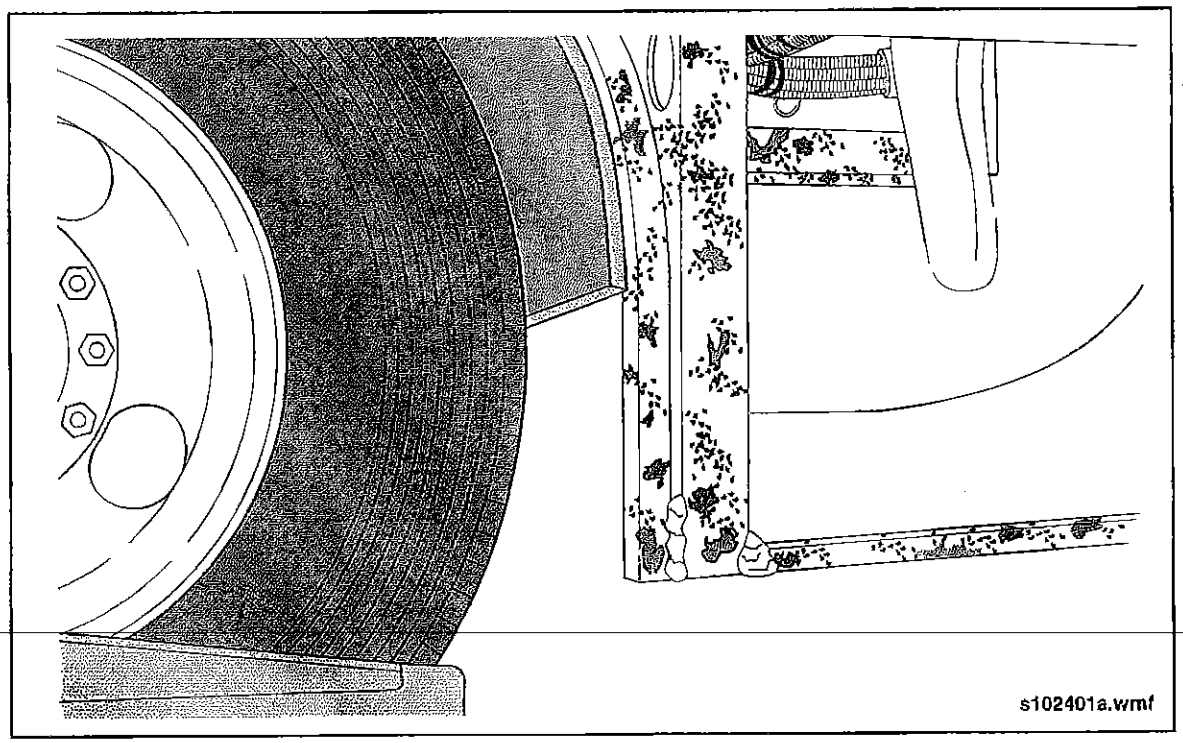


Fig. 11-1: Untreated Repair Area

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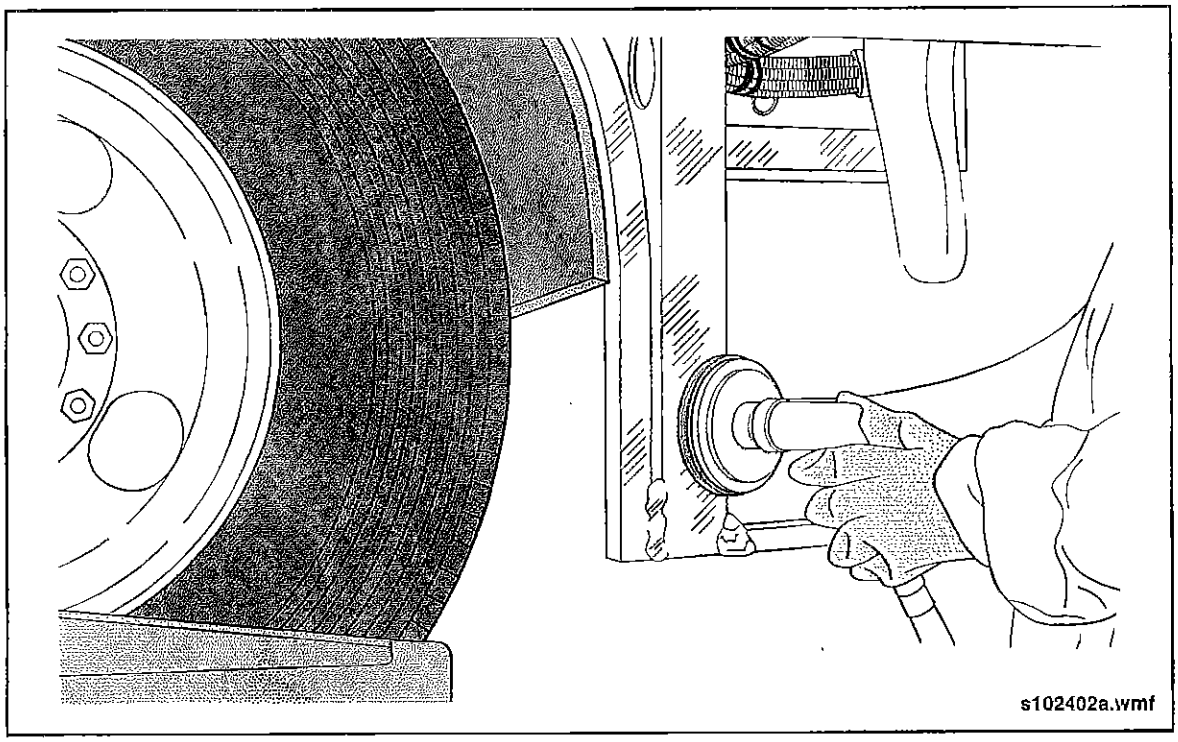


Fig. 11-2: Surface Cleanup

3.3. Primer Application

⚠ WARNING:

Observe all workplace safety standards and procedures. Wear chemical splash protection goggles or a face shield. Use an organic vapor respirator with a dust and mist prefilter as atmospheric conditions require. Wear chemical resistant protective clothing for skin protection such as gloves, apron, coveralls and safety footwear, as required.

Primer is applied to all metal parts forming the structure.

1. Work in a properly ventilated area with an exhaust and intake system that will safely and efficiently remove fumes and supply fresh air.
2. Prepare primer by combining one gallon of S28079 liquid to 29 lb. of S28080 zinc powder as per instructions. Mix thoroughly and use immediately.

☞ NOTE:

DO NOT apply primer if ambient temperature is below 40°F (5°C) or if humidity is less than 12% or above 90%. Primer cannot be applied over undercoating material.

3. Apply primer using a brush or appropriate spraying equipment. Wet film thickness should be 6.5 mils. This will result in a dry film of 3.0 to 4.0 mils. Film thickness is important to ensure adhesion and corrosion protection. See "Fig. 11-3: Primer Application" on page 9.

☞ NOTE:

Air mix spray gun must maintain an air atomization pressure of 60 lb., with a fluid pressure set at 1,000 psi. Airless spray gun operates at a fluid pressure of 2,000 to 4,000 psi. Primer may be mixed with up to 10% thinner when using an air mix sprayer or up to 5% when using an airless sprayer.

4. Ensure all surfaces are properly coated and allow a minimum of 4 hours curing time.

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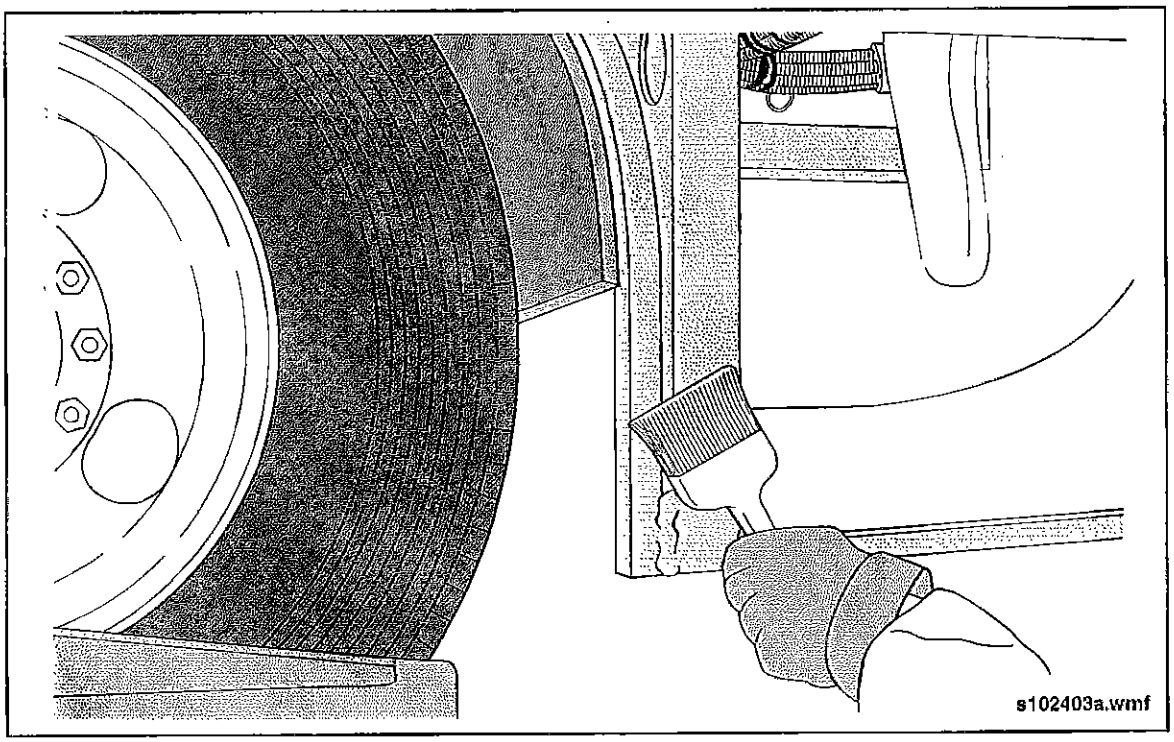


Fig. 11-3: Primer Application

3.4. Undercoating Application

Undercoating is factory applied to all the under chassis areas exposed to road spray.

☞ **NOTE:**
DO NOT apply undercoat to the following components: axles, bellows, suspension beams, radius rods, steering box, leveling valves, brake valves, safety valves, drain cocks, and the air dryer.

1. Mix undercoating compound (Corashield™ 7972) and thin to required consistency.
2. Ensure ambient temperature is between 50 and 90°F (10 and 32°C) and humidity is under 80%. Substrate temperature cannot exceed 212°F (100°C).
3. Spray repair areas with a wet film thickness of 20 mils while maintaining a spray distance of 12 to 15" (30 to 38 cm). Dry film thickness to be 10 mils minimum. See "Fig. 11-4: Corashield Application" on page 10.
4. If undercoating will not adhere properly, wash area with appropriate solvent and allow to dry for 5 to 10 minutes. Repeat spraying process and allow undercoating to set for a minimum of 10 minutes.

☞ **NOTE:**
DO NOT allow freezing of the repaired area for a minimum of 24 hours.

5. Allow adequate air flow to ensure even drying. Material should be dry to touch in 30 minutes, dry hard in 24 hours and fully cured in 72 hours.

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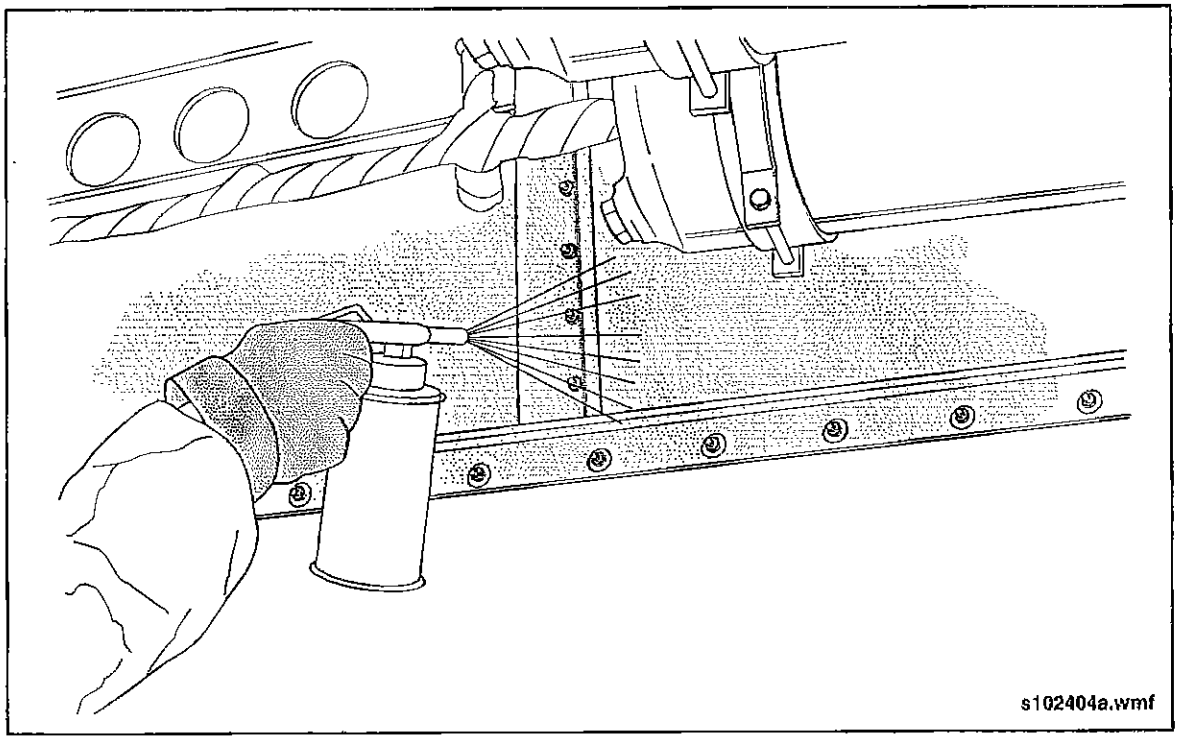


Fig. 11-4: Corashield Application

3.5. Frame Tubing Internal Coating

Any tubing that is being replaced must be internally coated with Coratube.

1. Insert spray nozzle into tube through 1/2" hole previously drilled and spray sufficient compound to fully coat the internal faces of the tubing. See "Fig. 11-5: Coratube Application" on page 11.
2. Remove spray nozzle and install sealing plugs.

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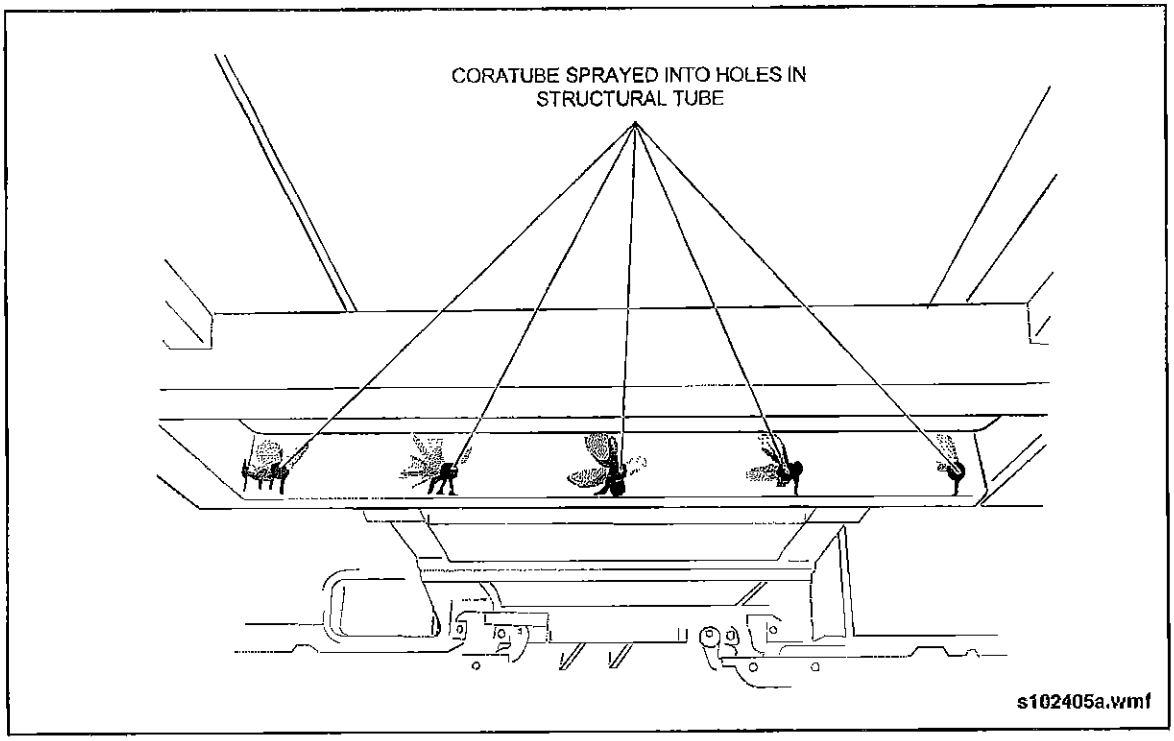


Fig. 11-5: Coratube Application

3.6. Corrosion Warranty Inspection

NOTE:

New Flyer Industries requires that the inspection, maintenance and record keeping requirements covered in this document be performed. Failure to perform these procedures may void the corrosion warranty on affected units.

3.6.1. Frequency of Inspection

The maximum benefit from the corrosion protection of your vehicle can only be achieved with proper care and maintenance. No protection that can be applied to a vehicle can totally protect the vehicle from all the damage to which it may be subjected. Damage from stones, gravel and other vehicles can remove the coatings and leave the metal open to the elements. The most effective method available that can come close to preventing corrosion is an inspection policy and consistent maintenance of the coatings.

The vehicle under body must be fully inspected and cleaned as outlined in this document every three (3) years. Additionally on vehicles equipped with rear window air conditioning, the rear A/C compartment must be cleaned and inspected every year. Failure to inspect and keep accurate records of these inspections will result in the warranty of the coating system being voided. Please be advised that any curbing or other incidents that may have removed the corrosion protection coating must be repaired within 1 month of incident.

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3.6.2. Inspection Procedure

The areas to inspect on a constant basis are areas of high physical wear and high air movement. The area with high impact are areas like behind the wheel wells and structural members that face the front of the vehicle. These areas will face the full impact of road debris, as in stones, and face the most paint erosion.

Areas of high air movement, like intake vents and air conditioning units must be inspected as well. These areas tend to collect dust and dirt that can hold moisture and promote erosion and corrosion in all types of parts.

The following areas are to be inspected. Refer to 3.6.1. "Frequency of Inspection" on page 11 in this section for stated frequency. Prior to the inspection the vehicle should be raised and a preliminary inspection should be given to the under body to find the areas of road debris build-up. These areas should be paid extra attention due to the fact that this debris can hold moisture and promote corrosion.

3.6.2.1. Rear HVAC Area

Inspect this area for accumulation of water, dirt or other debris. Refer to the Preventive Maintenance Section of this manual for inspection frequency. Also refer to the OEM Maintenance Manual for related inspection requirements.

1. Open the rear HVAC access door.
2. Examine the rear shelf area where the unit sits for dirt, sand or other material that may hold moisture. The rear shelf, should have any debris removed during every inspection; however, this area should also be blown dry to prevent moisture from sitting on the surface.
3. The top intake grill should be taken off and the coils should be looked at for accumulation of dirt and sand.
4. Inspect and clean the unit drip pan to remove any accumulation of water, dirt, or debris. All hoses and drain spouts should be cleaned.
5. Inspect the outlet louvers on the rear access door and clean as necessary.

3.6.2.2. Under Body Inspection

1. Perform preliminary inspection for dirt/sand built-up.
2. Clean any excess dirt/sand using a stream of high pressure water with a weak detergent. Areas cleaned must include the top surface of tubes, in webbing and at lap joints and so forth.
3. Start at the front of the vehicle. The area between the front bumper and the front axle will show the minimum amount of erosion/corrosion from water and road debris.
4. Front wheel wells should be looked at next. Bare fiberglass at wheel wells means that the vehicle has been in a high erosion area (for example gravel roads).
5. The area from the front wheel wells to the rear bumper should be examined for areas of missing primer or undercoating. Structural members that face the direction of travel will experience the worst erosion from road debris being brought up from the tires.
6. Inspect suspension bunks for paint erosion.
7. Inspect the main structural rails above the rear axles. Check at the structural lap joints for loose adhesive. Clean any collected dirt and look for peeling primer and eroded undercoating. Lap joints are areas where crevice and pitting can have the most detrimental affect.
8. Inspect the top of the tubes located at the bottom of the side panels for dirt and moisture. Check for corrosion and paint peeling.
9. Ensure all drain holes are clean and not plugged.
10. Check all lap joints. Any lap joint with missing sealant must be cleaned with high pressure water and sealed with a urethane caulking as per the repair manual.

☞ **NOTE:**

Any holes, caused by accidents, in side panels, pier panels or roof panels should be filled to prevent water from entering into and sitting behind the paneling. This moisture can be held next to structural tubing and promote high levels of corrosion if allowed to remain.

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3.6.3. Repairs for Undercoated Areas

1. Any scratches, gouges or cracks found in the undercoating that reached the primer or steel underneath must be repaired by first thoroughly grinding the area to remove any contamination and rust. All bare metal surfaces must be primed with Coraprime (available from the New Flyer Parts Division). If the undercoating has been penetrated but the under lying primer is still intact, no repairs are necessary.
2. Any adhesive missing from lap joints should be replaced by thoroughly cleaning the area of dirt and grease, and applying the urethane adhesive.
3. The Corashield undercoating can then be applied to the required thickness. Corashield is available from the New Flyer Parts Division.

3.6.4. Repairs for Non-Undercoated Areas

1. Any area which does not have the undercoating must be repaired by grinding the area and the 1/4" around the damaged area. The bare metal must be primed with Coraprime.
2. Corashield must be applied to the determined thickness. This product is available from the New Flyer Parts Division.

3.6.4.1. Areas of Structure Hidden by Paneling

New Flyer does not expect maintenance personnel to inspect the structure underneath paneling, during the above process. Nevertheless, if the customer must replace a panel for any reason they must take the time to inspect the structure for dust or dirt that may have accumulated. Any dirt should be cleaned and the area dried out at this time and the structure examined for corrosion. Any corrosion or loose primer should be repaired before paneling is replaced. Any tubing replaced due to accident damage must have its interior walls under coated with Coratube™available from the New Flyer Parts Division.

3.6.5. Record Keeping

The warranty states that all inspections and repairs must be documented and kept on file for the life of the warranty. The following is the minimum of what should be recorded:

1. The Vehicle Serial Number.
2. The date of the last repair/inspection.
3. The reason for the inspection and/or reason for the vehicle being in the shop.
4. What was found and what was done to repair the vehicle. This includes if it was surface corrosion or if there was a perforation of the structure. Include a photograph of the affected area if possible.
5. The name of the inspector.
6. The name of the worker doing the repair.
7. Was a New Flyer service representative called? If so, who?

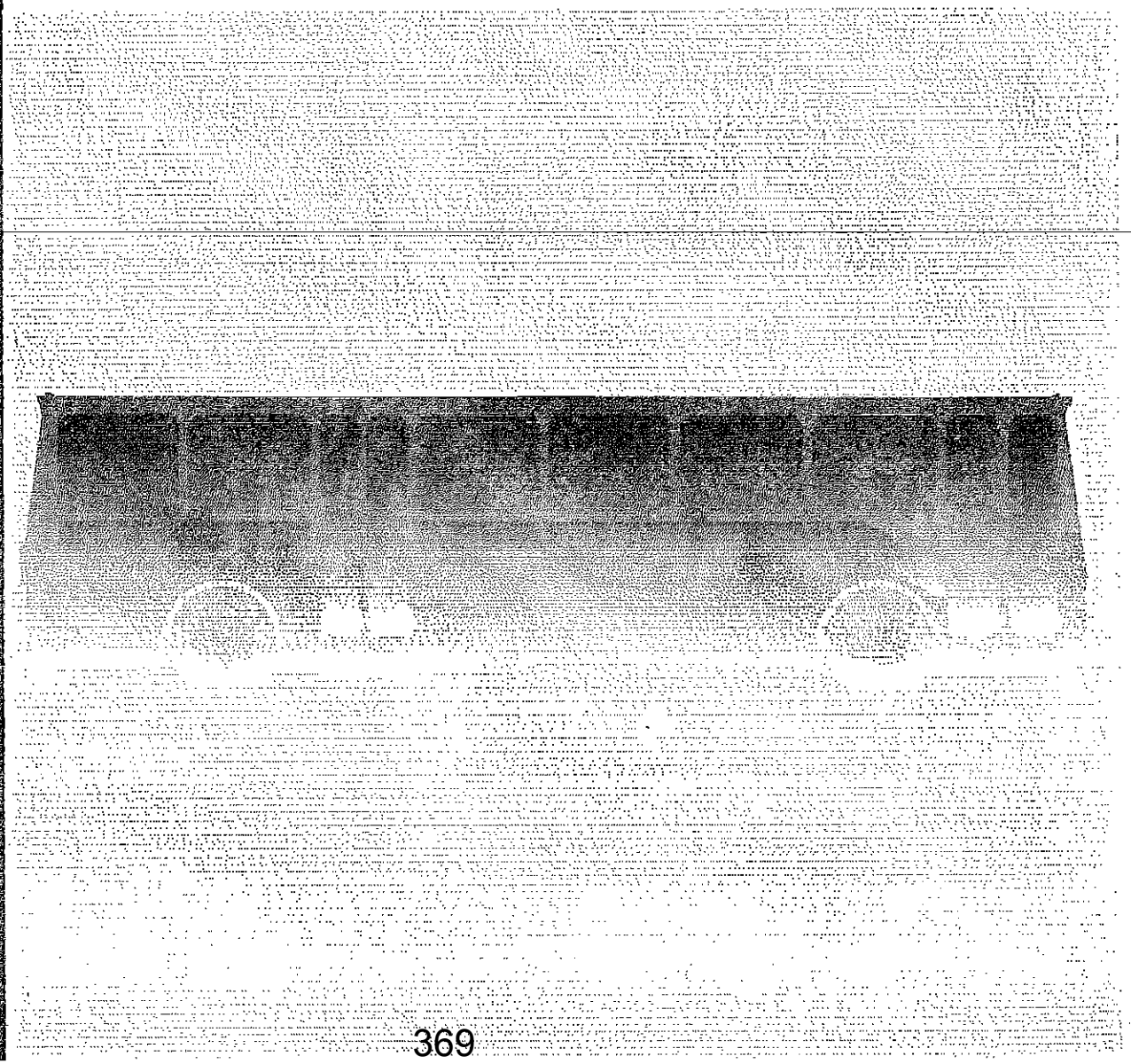
If you are unsure which products were used on your vehicle order, please contact the New Flyer Customer Services Dept. at:

- tel: (204) 934-4874
  fax: (204) 224-0248

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Cummins Warranty

All Engines Worldwide
All Bus
(Except U.S./Canada Diesel Powered School Buses)



Coverage

Products Warranted

This Warranty applies to new diesel, LPG, compressed or liquid natural gas fueled Engines sold by Cummins and delivered to the first user on or after January 1, 1999, that are used in all bus categories Worldwide (except U.S./ Canada diesel powered school buses).

Base Engine Warranty

The Base Engine Warranty covers any failures of the Engine which result, under normal use and service, from a defect in material or factory workmanship (Warrantable Failure). This Coverage begins with the sale of the Engine by Cummins and ends two years after the date of delivery of the Engine to the first user.

Engine aftertreatment components included in the Cummins Critical Parts List (CPL) and marked with a Cummins part number are covered under the Base Engine Warranty.

Extended Major Components Warranty

The Extended Major Components Warranty applies to all except B and ISB Series Engines and covers Warrantable Failures of the Engine cylinder block, camshaft, crankshaft, connecting rods and Cummins fan clutch (Covered Parts).

Bushing and bearing failures are not covered.

This Coverage begins with the expiration of the Base Engine Warranty and ends three years or 300,000 miles (482,804 kilometers) or 10,800 hours of operation, whichever occurs first, after the date of delivery of the Engine to the first user.

Emission Warranty

Additional Coverage is outlined under the Emission Warranty.

These Warranties are made to all Owners in the chain of distribution and Coverage continues to all subsequent Owners until the end of the periods of Coverage.

Cummins Responsibilities

During The Base Engine Warranty

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Warrantable Failure.

Cummins will pay for the lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items that are not reusable due to the Warrantable Failure.

Cummins will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

Cummins will pay reasonable costs for towing a vehicle disabled by a Warrantable Failure to the nearest authorized repair location. In lieu of towing expenses, Cummins will pay reasonable costs for mechanics to travel to and from the location of the vehicle, including meals, mileage and lodging, when the repair is performed at the site of the failure.

During The Extended Major Components Warranty

Cummins will pay for the repair or, at its option, replacement of the defective Covered Part and any Covered Part damaged by a Warrantable Failure of the defective Covered Part.

Owner Responsibilities

During The Base Engine Warranty

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items replaced during Warranty repairs unless such items are not reusable due to the Warrantable Failure.

During The Extended Major Components Warranty

Owner is responsible for the cost of all labor needed to repair the Engine, including the labor to remove and reinstall the Engine. When Cummins elects to repair a part instead of replacing it, Owner is not responsible for the labor needed to repair the part.

Owner is responsible for the cost of all parts required for the repair except for the defective Covered Part and any Covered Part damaged by a Warrantable Failure of the defective Covered Part.

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items replaced during the repair.

During The Base Engine And Extended Major Components Warranties

Owner is responsible for the operation and maintenance of the Engine as specified in the applicable Cummins Operation and Maintenance Manuals. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of the applicable Warranty, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Warrantable Failure and make the Engine available for repair by such facility. Except for Engines disabled by a Warrantable Failure during the Base Engine Warranty, the Owner must also deliver the Engine to the repair facility.

Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred as a result of a Warrantable Failure.

Owner is responsible for non-Engine repairs and for "downtime" expenses, fines, cargo damage, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

Limitations

Engines with an emissions certification listed below must be operated using only diesel fuel having no more than the corresponding maximum sulfur content. Failure to use the specified fuel (see also Cummins Fuel Bulletin #3379001) can damage the Engine and aftertreatment system within a short period of time. This damage could cause the Engine to become inoperable and failures attributable to the use of incorrect fuels will be denied Warranty Coverage.

Maximum sulfur levels by emissions certification level as listed on the Engine's dataplate are:

EPA 2007/2010/2013	max. 15 parts per million
EPA Tier 4 Interim / Final	max. 15 parts per million
EU Stage IIIB 2011	max. 15 parts per million
Euro 4/5	max. 50 parts per million
Euro 6	max. 15 parts per million

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment system could negatively effect emissions certification and void the Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

This Warranty does not apply to accessories which bear the name of another company. Such non-warranted accessories include, but are not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, vacuum pumps, power steering pumps and air compressors.

Excessive oil consumption for B Series Engines is covered for the duration of the Coverage or 100,000 miles (160,935 kilometers) or 7,000 hours from the date of delivery of the Engine to the first user, whichever of the three occurs first. Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that consumption exceeds Cummins published standards.

Failures of belts and hoses supplied by Cummins are covered for the first year from the date of delivery of the Engine to the first user.

Parts used to repair a Warrantable Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Warrantable Failure assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

Cummins Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THESE WARRANTIES AND THE EMISSION WARRANTY SET FORTH HEREINAFTER ARE THE SOLE WARRANTIES MADE BY CUMMINS IN REGARD TO THESE ENGINES. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state or country to country.

Emission Warranty

Products Warranted

This Emission Warranty applies to new diesel, LPG, compressed or liquid natural gas fueled Engines marketed by Cummins that are used in the United States* or Canada in vehicles designed for transporting persons or property on a street or highway. This Warranty applies to Engines delivered to the first user on or after January 1, 1999.

Coverage

Cummins warrants to the first user and each subsequent purchaser that the Engine is designed, built and equipped so as to conform at the time of sale by Cummins with all U.S. federal emission regulations applicable at the time of manufacture and that it is free from defects in material or factory workmanship which would cause it not to meet these regulations within the longer of the following periods: (A) Five years or 100,000 miles (160,935 kilometers) of operation, whichever occurs first, as measured from the date of delivery of the Engine to the first user, or (B) The Base Engine Warranty.

If the vehicle in which the Engine is installed is registered in the state of California, a separate California Emission Warranty also applies.

Limitations

Engines with an emissions certification listed below must be operated using only diesel fuel having no more than the corresponding maximum sulfur content. Failure to use the specified fuel (see also Cummins Fuel Bulletin #3379001) can damage the Engine and aftertreatment system within a short period of time. This damage could cause the Engine to become inoperable and failures

attributable to the use of incorrect fuels will be denied Warranty Coverage.

Maximum sulfur levels by emissions certification level as listed on the Engine's dataplate are:

EPA 2007/2010/2013	max. 15 parts per million
EPA Tier 4 Interim / Final	max. 15 parts per million
EU Stage IIIB 2011	max. 15 parts per million
Euro 4/5	max. 50 parts per million
Euro 6	max. 15 parts per million

Failures, other than those resulting from defects in material or factory workmanship, are not covered by this Warranty.

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment system could negatively effect emissions certification and void the Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

Cummins is not responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

* United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.

Cummins Inc.
Box 3005
Columbus, IN 47202-3005
U.S.A.

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Cummins Extended Coverage Plan

Coverage

Cummins Extended Coverage Plan (Plan) is available to be purchased for all eligible Cummins Engines used in automotive applications marketed for use anywhere in the world under the trademark "Cummins" or "Cummins ReCon®". This Plan covers any failure of the Engine, under normal use and service, which results from a defect in material or factory workmanship (Covered Failure).

This Plan begins on the expiration of the Cummins Base Engine Warranty applicable to the Engine. Coverage ends at the time, miles (kilometers) or hours specified on the accompanying Certificate, whichever occurs first, **AS MEASURED FROM THE CUMMINS BASE ENGINE WARRANTY START DATE.**

Cummins Responsibilities

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Covered Failure.

Cummins will pay for the lubricating oil, antifreeze, diesel exhaust fluid, filter elements and other maintenance items that are not reusable due to a Covered Failure.

Cummins will pay reasonable labor costs for Engine removal and reinstallation when necessary to repair a Covered Failure.

Owner Responsibilities

Owner is responsible for operation and maintenance of the Engine as specified in the applicable Cummins Operation and Maintenance Manual. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of this Coverage, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Covered Failure and make the Engine available for repair by such facility. Owner is also responsible for delivering the Engine to the repair facility. Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for all towing and/or travel expenses incurred as a result of a Covered Failure.

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items provided during covered repairs unless such items are not reusable due to the Covered Failure.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred as a result of a Covered Failure.

Owner is responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Covered Failure.

Owner is responsible for the cost to investigate complaints, unless the failure is caused by a defect in Cummins material or factory workmanship.

Limitations

Engines with an emissions certification listed below must be operated using only diesel fuel having no more than the corresponding maximum sulfur content. Failure to use the specified fuel (see also Cummins Fuel Bulletin #3379001) can damage the Engine and aftertreatment system within a short period of time. This damage could cause the Engine to become inoperable and failures attributable to the use of incorrect fuels will be denied Warranty Coverage.

Maximum sulfur levels by emissions certification level as listed on the Engine's dataplate are:

EPA 2007/2010/2013	max. 15 parts per million
EPA Tier 4 Interim / Final	max. 15 parts per million
EU Stage IIIB 2011	max. 15 parts per million
Euro 4/5	max. 50 parts per million
Euro 6	max. 15 parts per million

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine. Cummins is also not responsible for failures caused by incorrect oil or fuel, or by water, diesel exhaust fluid, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

Aftertreatment components are not covered by this Plan.

This Plan does not apply to accessories supplied by Cummins which bear the name of another company. Such non-warranted accessories include, but are not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, steering pumps, non-Cummins fan drives, Engine compression brakes and air compressors.

Cummins branded alternators and starters are not covered by this Plan.

This Plan does not apply to maintenance components, including, but not limited to: fuel injectors, fuel pump, STC hydraulic tappets, STC oil control valve, fuel control valve, low pressure fuel regulator, throttle plate actuator, spark plugs, spark plug boots, ignition coils, ignition control module, turbocharger, air compressor, fan clutch, water pump, fan hub, fan idler pulley assembly, vibration damper, belts, hoses, belt tensioner and thermostat.

Failures resulting in excessive oil consumption are not covered by this Plan.

Parts used to repair a Covered Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Covered Failure under this Plan assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

This Plan is transferable to subsequent Owners of the Engine by notifying a Cummins Distributor within 90 days of the transfer of ownership.

This Plan does not duplicate other Coverage applicable to the Engine.

Fees paid for this Plan are not refundable.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

EXCEPT FOR THE PUBLISHED CUMMINS ENGINE WARRANTY APPLICABLE TO THE ENGINE, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Coverage I.D.: NEC

Coverage I.D.: RNE

Coverage I.D.: CWB

Cummins Inc.
Box 3005
Columbus, IN 47202-3005
U.S.A.

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Allison Transmission GM

Important

The following warranty statement is for transmissions purchased by Participating OEMs (**O**riginal **E**quipment **M**anufacturers) and by Allison Transmission Distributor / Dealers. The term Participating means that the OEM participates in the warranty coverage provided by Allison Transmission and utilizes Allison Transmission authorized Distributor / Dealer network for warranty repairs. In the event that an OEM is not a Participating OEM then the OEM provides the warranty to the customer by utilizing their own network for warranty repairs.

Please refer to your vehicle's operator / owner's manual and or selling vehicle dealer for powertrain coverage.

NEW PRODUCT WARRANTY

(Effective 1-1-2004)

Allison Transmission, GM

PARTICIPATING OEM SALES
DISTRIBUTOR SALES

LIMITED WARRANTY ON NEW ALLISON AUTOMATIC TRANSMISSIONS USED IN TRANSIT BUS APPLICATIONS

Allison Transmission will provide for repairs or replacement, at its option, during the warranty period of each new Allison transmission listed below that is installed in a Transit Bus in accordance with the following terms, conditions, and limitations.

WHAT IS COVERED

- **WARRANTY APPLIES** — This warranty is for new Allison transmission models listed below installed in a Transit Bus and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period.
- **REPAIRS COVERED** — The warranty covers repairs or replacement, at Allison Transmission's option, to correct any transmission malfunction resulting from defects in material or workmanship occurring during the warranty period. Needed repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the circumstances.
- **TOWING** — Towing is covered to the nearest Allison Transmission Distributor or authorized Dealer only when necessary to prevent further damage to your transmission.
- **PAYMENT TERMS** — Warranty repairs, including parts and labor, will be covered per the schedule shown in the chart contained in section "APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE."
- **OBTAINING REPAIRS** — To obtain warranty repairs, take the vehicle to any Allison Transmission Distributor or authorized Dealer within a reasonable amount of time and request the needed repairs. A reasonable amount of time must be allowed for the Distributor or Dealer to perform necessary repairs.
- **TRANSMISSION REMOVAL AND REINSTALLATION** — Labor costs for the removal and re-installation of the transmission, when necessary to make a warranty repair, are covered by this warranty.
- **WARRANTY PERIOD** — The warranty period for all coverages shall begin on the date the transmission is delivered to the first retail purchaser or, if the transmission is first placed in service as a demonstrator prior to sale at retail, on the date the transmission was first placed in such service The warranty period for all coverages shall end at the expiration of the coverage set forth below.

APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE

APPLICABLE MODELS	WARRANTY LIMITATIONS (Whichever occurs first)		ADJUSTMENT CHARGE TO BE PAID BY THE CUSTOMER	
	Months	Transmission Miles Or Kilometers	Parts	Labor
T255, T260, T265	0-12	No Limit	No Charge	No Charge
MT, HT, V	0–24	0–100,000 m 0–160,000 km	No Charge	No Charge
HD B 210, B 220, B 300, B 400, B 500 T270, T280, T310, T325, T350, T375, T425, T450 EP40 (System), EP50 (System)	0–24	No Limit	No Charge	No Charge
AT	0–36	0–150,000 m 0–240,000 km	No Charge	No Charge
EUROPE ONLY (requires use of TES295 approved fluids) T280, T310, T325, T350	0-48	No Limit	No Charge	No Charge

WHAT IS NOT COVERED

- **DAMAGE DUE TO ACCIDENT, MISUSE, or ALTERATION** — Defects and damage caused as the result of any of the following are not covered:
  - — Flood, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle;
  - — Misuse of the vehicle;
  - — Installation into unapproved applications and installations;
  - — Alterations or modification of the transmission or the vehicle; and
  - — Anything other than defects in Allison Transmission material or workmanship.

  NOTE: This warranty is void on transmissions used in vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.

- **CHASSIS, BODY, and COMPONENTS** — The chassis and body company (assemblers) and other component and equipment manufacturers are solely responsible for warranties on the chassis, body, component(s), and equipment they provide. Any transmission repair caused by an alteration(s) made to the Allison transmission or the vehicle which allows the transmission to be installed or operated outside of the limits defined in the appropriate Allison Installation Guideline is solely the responsibility of the entity making the alteration(s).

- **DAMAGE CAUSED by LACK of MAINTENANCE or by the USE of TRANSMISSION FLUIDS NOT RECOMMENDED in the OPERATOR'S MANUAL** — Defects and damage caused by any of the following are not covered:
  - — Failure to follow the recommendations of the maintenance schedule intervals applicable to the transmission;
  - — Failure to use transmission fluids or maintain transmission fluid levels recommended in the Operator's Manual.

- **MAINTENANCE** — Normal maintenance (such as replacement of filters, screens, and transmission fluid) is not covered and is the owner's responsibility.

- **REPAIRS by UNAUTHORIZED DEALERS** — Defects and damage caused by a service outlet that is not an authorized Allison Transmission Distributor or Dealer are not covered.

- **USE of OTHER THAN GENUINE ALLISON TRANSMISSION PARTS** — Defects and damage caused by the use of parts that are not genuine Allison Transmission parts are not covered.

- **EXTRA EXPENSES** — Economic loss and extra expenses are not covered. Examples include but are not limited to: loss of vehicle use; inconvenience; storage; payment for loss of time or pay; vehicle rental expense; lodging; meals; or other travel costs.

OTHER TERMS APPLICABLE TO CONSUMERS AS DEFINED by the MAGNUSON-MOSS WARRANTY ACT

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with these transmissions. **ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE TRANSMISSIONS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR VEHICLE RENTAL EXPENSES) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.**

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

OTHER TERMS APPLICABLE TO OTHER END-USERS

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE ALLISON TRANSMISSION MODELS LISTED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLISON TRANSMISSION DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TRANSMISSIONS. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.

QUESTIONS

If you have any questions regarding this warranty or the performance of warranty obligations, you may contact any Allison Transmission Distributor or Dealer or write to:

Allison Transmission
General Motors Corporation
P.O. Box 894
Indianapolis, IN 46206-0894
Attention: Warranty Administration PF9

Form SE0611EN (2003/12)

Warranty Registration

TO REGISTER YOUR PRODUCT WARRANTY under the terms of Altro Transfloor's North American Limited Product Warranty, complete the form below and MAIL TO:

ALTRO – Transfloor
12648 Clark Street
Santa Fe Springs, CA 90670, USA

TRANSIT AUTHORITY ADDRESS: _____

_____

_____

AREA TYPE: _____

SPECIFYING AUTHORITY/CUSTOMER: _____

INSTALLED BY (Flooring Contractor): _____

INSTALLATION DATE: _____

PRODUCT TYPE: _____

ROLL NUMBERS & QUANTITY (sq.yds/m^2): _____

Please complete the correct return address:

NAME: _____

ADDRESS: _____

_____

_____

CITY: _____

STATE/PROV: _____ ZIP/POSTAL CODE: _____

TEL: _____ FAX: _____

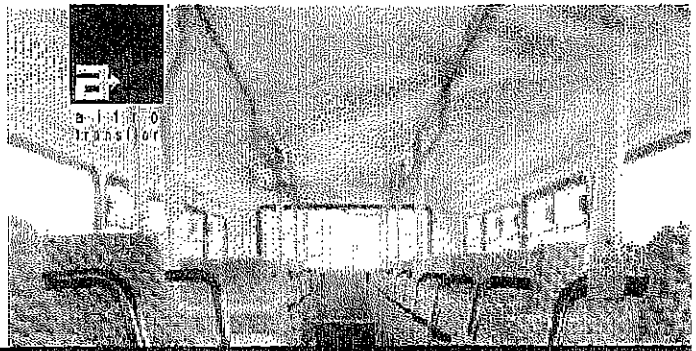
SIGNATURE: _____

WARRANTY NO: _____ DATE: _____ SIGNATURE: _____	TO BE COMPLETED BY ALTRO

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www.altrotransfloor.com

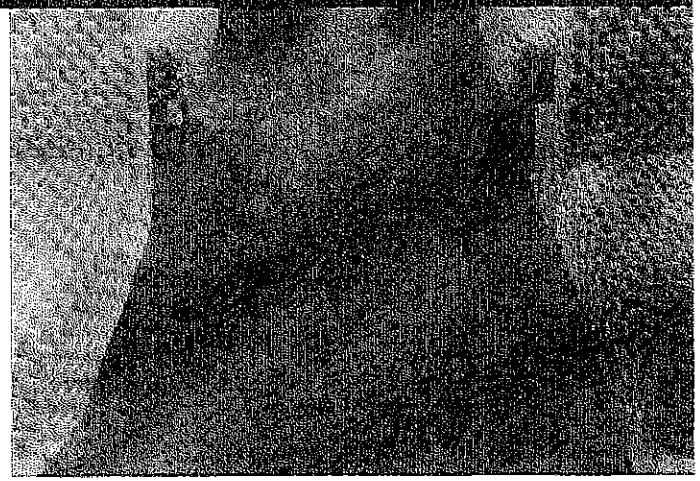
USA: 12648 Clark Street Santa Fe Springs, CA 90670, USA T: 800 282 0333 F: 562 944 6720
E: service.usa@altrotransfloor.com

CANADA: 6060 Kennedy Road, Mississauga, ON, L5T 1Z9, Canada T: 905 564 6000 F: 905 564 0760

Altro Transfloor Product Warranty

explore www.altrotransfloor.com

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Warranty Terms & Conditions

Altro Limited, Compass Flooring Ltd. and Compass Flooring Solutions, Inc. (collectively "Altro") make no warranties, whether express, implied or statutory, other than the warranty that Altro Transfor products sold by Altro are free from defects in materials and workmanship with normal use and service, when installed and maintained in accordance with Altro's recommendations. THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY ALTRO AND IS IN LIEU OF ANY OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WAIVER, ALTERATION, ADDITIONS OR MODIFICATIONS OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN OFFICER OF ALTRO. All statements, technical information and recommendations concerning products sold or samples provided by Altro are based upon tests believed to be reliable but do not constitute a warranty. ALL PRODUCTS ARE SOLD, AND SAMPLES OF PRODUCTS PROVIDED, WITH THE UNDERSTANDING THAT BUYER HAS INDEPENDENTLY DETERMINED THE SUITABILITY OF SUCH PRODUCTS FOR ITS PURPOSES.

WHAT TO DO IN CASE OF A PROBLEM: Buyer must contact the contractor who installed the product upon discovery of a problem with a product. If the contractor is unable to remedy the problem and Buyer believes the problem is covered by the warranty provided herein, or Buyer is dissatisfied with the contractor's response, Buyer must notify Altro in writing by certified mail at the following address of any failure to perform to this warranty within the specified term (see Term of Warranty overleaf) after the installation date and within thirty (30) days after the claimed defect first arises:

IN NORTH AMERICA

ALTRO - Transfor
12648 Clark Street
Santa Fe Springs, CA 90670, USA
Toll-free: 800.382.0333 Fax: 562.944.8720

Buyer must retain all information and documents related to the problem until the matter is resolved. After Altro is so notified, Altro reserves the right to have an authorized Altro representative inspect and verify the defect. On receipt of notification, Altro shall correct any product that Altro determines is defective in materials or workmanship by, at its option, repairing the defective product or replacing such product from regular inventory product lines.

EXCLUSIVE WARRANTY

Correction of nonconformities, in the manner and for a period of time provided above, shall constitute fulfillment of all obligations and liabilities of Altro to Buyer relating in any way to the problem. The remedies set forth in this instrument are exclusive and represent Buyer's sole remedy. Altro shall not be liable for special, indirect, consequential or incidental damages of any kind. Any action for breach pursuant to this warranty must be commenced within one year after the cause of action has occurred.

This warranty gives you specific legal rights and you may also have other rights which vary from state to state or province to province. Some states or provinces do not allow limitations on how long an implied warranty lasts and they do not allow the exclusion or limitations of incidental or consequential damages so the above limitations or exclusions may not apply to you.

WHAT IS NOT COVERED – These limited warranties do not cover:

(i) any problems with Altro Transfor classified as irregulars, seconds or remnants sold "as is";
(ii) problems due to improper installation or maintenance, or misapplication of maintenance materials, which are not in accordance with Altro's written instructions;
(iii) damage in use due to cuts, rolling loads, gouges, punctures, stains, scratches, scuffs, cigarettes or other burning agents, discoloration caused by adhesives, maintenance materials or tracking residue from other surfaces, or any other improper misuse of or negligence or accident in connection with the product;
(iv) problems due to moisture, alkali or hydrostatic pressure in the subfloor;
(v) materials installed with visible defects or color variation and not disclosed by Buyer on installation;
(vi) problems due to subfloor failures or irregularities;
(vii) premature wear caused by defective, worn or dysfunctional castors or other mechanical applications; or
(viii) labor or other costs resulting from removal and/or replacement of a product.

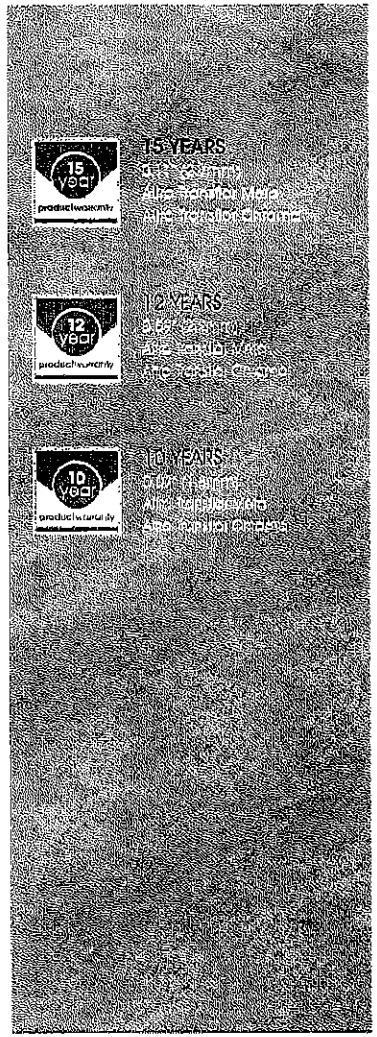
Term of Warranty

All Altro Transfor products are sold with an extensive limited product warranty.

The length of warranty is defined by the manufacturing process, the thickness of the product and the expected traffic conditions for the specific flooring product. For "Terms and Conditions" please see overleaf.

Under normal use and service, Altro flooring products are warranted to be free from defects in materials and workmanship within the specified term after the installation date, when installed and maintained in accordance with Altro's recommendations.

At right are listed the length of warranties for Altro Transfor products.



Amerex Corporation
Warranty For Vehicle Fire Suppression And Methane Detection Systems

Warranty Statement:

AMEREX products are built to exacting standards of engineering and manufacturing and are rigidly inspected before leaving our premises. AMEREX warrants those components of its Vehicle Fire Suppression and Methane Detection Systems manufactured by AMEREX to be free from defects in material and workmanship for a period of three (3) years from the date of purchase. During the warranty period, any defective part will be repaired or replaced (at AMEREX option). This warranty is valid if: 1.) the system has been installed by an AMEREX Factory trained and CERTIFIED technician in strict accordance with the appropriate AMEREX Installation, Operation, and Maintenance Manual. 2.) the customer records verify that the system has been serviced every 1000 hours of vehicle operating time in strict accordance with the aforementioned manual, 3.) the "Warranty Registration Card" found on the back page of the AMEREX "Owner's Manuals" No. 10722 (For Fire Suppression) shipped with each extinguishing Agent Cylinder, has been completed and received by AMEREX. This warranty does not cover normal use and wear of any part, defects resulting from modification, alteration, misuse, exposure to corrosive conditions or extremely high temperatures, improper installation or maintenance. Warranties on component items not manufactured by AMEREX are provided by others whose warranty, evaluation and judgment will be final.

All implied warranties, including, but not limited to, warranties of fitness for purpose and merchantability, are limited to the time period as stated above. In no event shall AMEREX Corp. be liable for incidental or consequential damages.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of consequential damages, so that the above limitations or exclusions may not apply to you. AMEREX Corp. neither assumes nor authorizes any representative or other person to assume for it any obligation or liability other than as expressly set forth herein. This warranty gives you specific legal rights, and you may also have other rights, which vary, from state to state. A completed copy of this document must accompany all warranty claims. To obtain performance of the obligation of this warranty, write to AMEREX Corp., Systems Division Warranty Dept., P.O. Box 81, Trussville, AL 35173 for instructions.

35173-0081

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Amerex Terms and Conditions of Sale

1. ENTIRE AGREEMENT. Amerex Corporation (the "Seller" or "Amerex") agrees to sell the goods covered herein (the "Goods") to Buyer on the following terms and conditions of sale (the "Terms and Conditions" or the "Agreement") which supersede any other or inconsistent terms of Buyer. This contract constitutes the entire agreement between parties with respect to the Goods, and this Agreement may not be modified, amended or waived in any way except in writing signed by an authorized representative of Seller. No representation, promise or term not set forth herein has been nor may be relied upon by Buyer. All references by Seller to Buyer's specifications and similar requirements are only to describe the products and work covered hereby and no warranties or other terms therein shall have any force or effect. All prices on Seller's price list are subject to change by Seller without notice.

2. QUOTATIONS. Where this form is used by Seller to place a bid, the quotation stated herein is for prompt acceptance and is subject to change and/or withdrawal without notice. Prompt acceptance of all quotations and adherence to delivery schedules are material terms of the bid and any subsequent agreement. In cases where freight allowance is included in the quotation, Buyer is liable for any rate increase and/or additional expense over the calculated allowance resulting from compliance with Buyer's shipping instructions.

3. ACCEPTANCE. This order shall not be binding upon Seller until accepted by an authorized representative of Seller at its sales office. Acceptance of orders, whether oral or written, is based on the express condition that Buyer agrees to all of these Terms and Conditions. Acceptance of delivery by Buyer will constitute Buyer's assent to these Terms and Conditions in their entirety.

4. DELIVERY. All prices are F.O.B. Seller's warehouse, unless otherwise specified by Seller. All shipping dates are approximate, and any time period indicated for a shipment shall not commence until receipt at Seller's plant of co. Acceptance of shipment by designated shipper, allocation of Goods to Buyer at premises other than Seller's, delivery to Buyer's representative or designee, or mailing of an invoice to Buyer, whichever first occurs, shall constitute tender of delivery. Upon tender of delivery, title shall pass to Buyer, subject to Seller's right of stoppage in transit and to any interest of Seller reserved to secure Buyer's payment or performance, irrespective of any freight allowance or prepayment of freight. Goods held subject to Buyer's instructions, Goods for which Buyer has failed to supply shipping instructions, or in any case where Seller, in its sole discretion, determines any part of the Goods should be held for Buyer's account, Seller may invoice the Goods and Buyer agrees to make payment at the maturity of the invoice rendered. Goods invoiced and held at any location for whatever reason shall be at Buyer's risk and Seller may charge for (but is not obligated to carry) insurance, storage and other expenses incident to such delay at its prevailing rates. Partial deliveries shall be accepted by Buyer and paid for at contract prices and terms. When Buyer has declared or manifested an intention not to accept delivery, no tender shall be necessary but Seller may, at its option, give notice in writing to Buyer that Seller is ready and willing to deliver and such notice shall constitute a valid tender of delivery. In no event shall Buyer be entitled to make any deduction from any payment due hereunder by reason of loss or damage in transit. Upon the written request of Buyer, Seller, at its sole discretion, may agree as a service to Buyer to process Buyer's claim against the carrier for any loss or damage in transit, provided that such claim is received by Seller within five (5) days of the receipt of Goods. Any such claims must be accompanied by a delivery receipt, signed by carrier's agent at time of delivery, on which receipt the loss or damage has been noted. In the absence of directions, Goods by the method and via carrier Seller believes dependable. Delivery by truck will be made to nearest points reasonably accessible by truck as determined by the driver. Buyer will furnish and pay for necessary labor to unload and store Goods. Buyer shall note loss or damage on truck shipments upon delivery ticket returned to Seller, or such claims shall be waived. Buyer must report any shortages within three days of receipt of the initial shipment.

5. TERMS OF PAYMENT. Terms to Buyers whose credit has been approved in writing by Seller are net cash 30 days after date of invoice, unless otherwise agreed in writing by Seller. Credit will not be extended for orders less than $100.00. If, at any time or for any reason, Seller shall have cause to question Buyer's ability to perform, Seller may demand such assurances of Buyer's performance as Seller shall deem necessary in its discretion, including payment in advance for all shipments. If Buyer fails within 10 days of Seller's demand to provide Seller with such assurance, Seller shall be entitled to cancel any order then outstanding, receive reimbursement for its reasonable and proper cancellation charges and may proceed to collect, without limitation, any sums due and owing, its reasonable cancellation charges and all damage resulting from Buyer's default. In the event of bankruptcy or insolvency of Buyer, or in the event of any proceeding brought against Buyer, voluntarily or involuntarily, under bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time and shall receive reimbursement for its reasonable and proper cancellation charges. If Buyer fails to make payment for the Goods when due, Buyer's account shall be deemed delinquent and Buyer shall be liable to Seller for a service charge of eighteen percent (18%) per annum or the maximum allowed by law, whichever is greater, on any unpaid amount. Buyer shall be liable to Seller for full collection, including court costs and reasonable attorney's fees.

6. CANCELLATION, CHANGES AND RETURNS. This order is not subject to cancellation, change or return unless agreed to in writing by an authorized representative of Seller. At Seller's option, Buyer may be charged for any costs incurred by Seller prior to or as a result of such cancellation, change or return. In the event of any change, Seller shall be entitled to revise its prices and delivery dates to reflect such change. When Seller's agreement is obtained, Seller will accept returned material for credit if, in its sole discretion, it finds such material to be standard stock and in good condition. Such credit shall be the invoice price less 25% on acceptable goods, and less all shipping and handling charges. In all other cases, the credit in Seller's sole discretion shall be the scrap value of the Goods, less shipping and handling charges. All returns must be accompanied by an Amerex-issued RMA (Return Materials Authorization). Please contact the Amerex Sales Department in writing and explain the nature of the problem. The RMA will be faxed or mailed to you in response.

7. DELAY IN OR PREVENTION OF PERFORMANCE. Seller shall not be liable for any expense, loss or damage resulting from delay in delivery or prevention of performance caused by fires, floods, acts of God, strikes, labor disputes, labor shortages, lack of or inability to obtain materials, fuels, supplies or equipment, riots, accidents, transportation delays, acts or failures to act of any government or of Buyer, or any other cause whatsoever, provided that such cause is beyond the reasonable control of Seller; and Seller shall have such additional time for performance as may be reasonably necessary under the circumstances and may adjust the price to reflect increases occasioned by such delay. Acceptance by Buyer of any Goods shall constitute a waiver by Buyer of any claim for damages on account of any delay in delivery of such Goods. If delivery is delayed or interrupted for any such cause, Seller may store the Goods at Buyer's expense and risk, and Seller may charge Buyer therefor a reasonable storage rate. If Seller is delayed in proceeding with production or Buyer's approval or acceptance of designs, drawings, prints, engineering or technical data, or is awaiting Buyer's approval or acceptance of the Goods, Seller shall be entitled to an adjustment in price commensurate with any increase in Seller's cost of production and any other losses and expenses incurred by Seller attributable to such delays.

8. DEFERRED DELIVERY. Any deferred delivery request by Buyer shall be subject to Seller's written approval. If such approval is given, Seller shall have the right to charge Buyer for the completed portion of the order and to warehouse all completed Goods at Buyer's expense and risk of loss. Seller also reserves the right, at its option, as to any uncompleted portion of the order to cancel said uncompleted portion in accordance with Paragraph 6 above, or to revise its prices and delivery schedules on the portion not completed to reflect its increased costs and expenses attributable to the delay.

9. WARRANTY AND LIMITATION OF LIABILITIES, BUYER'S REMEDIES, AND INDEMNIFICATION. Seller warrants that the Goods delivered hereunder shall be of the kind described within this Agreement and free from defects in material and workmanship under conditions of normal use for a period of six (6) years from the date of purchase except for the following products which shall be warranted for the following amounts of time: (A) High performance extinguisher - twelve (12) years; (B) Halon extinguishers – one (1) year; (C) Halotron extinguisher – five (5) years; (D) small vehicle, and clean agent systems and gas sensors - one (1) year; (E) kitchen systems, industrial systems, commercial vehicle systems and gas detection control panels (less sensors) - three (3) years; and (F) non-standard products manufactured by Seller to customer specifications – one (1) year. Seller reserves the right to make any modifications required by production conditions to the information set forth in Seller's catalogues and advertising literature. Seller shall not be liable or responsible, however, for (A) any defects attributed to normal wear and tear, erosion or corrosion or improper storage, use or maintenance, or (B) defects in any portion or part of the Goods manufactured by others. If (B) above is applicable, Seller will, as an accommodation to Buyer, assign to Buyer any warranties given to it by any such other manufacturers. Any claim by Buyer with reference to the Goods for any cause shall be deemed waived by Buyer unless submitted to Seller in writing within ten (10) days from the date Buyer discovered, or should have discovered, any claimed breach. Buyer shall give Seller an opportunity to investigate.

Provided that Seller is furnished prompt notice by Buyer of any defect and an opportunity to inspect the alleged defect as provided herein, Seller shall, at its option and in its sole discretion either: (i) repair the defective or non-conforming Goods (IF THE ORIGINAL GREY LOCKWIRE SEAL IS INTACT AND/OR IF ONLY FACTORY PARTS HAVE BEEN USED TO SERVICE THE EXTINGUISHER), (ii) replace the nonconforming Goods, or part thereof, which are sent to Seller by Buyer within sixty days after receipt of the Goods at Buyer's plant or storage facilities, or (iii) if Seller is unable or chooses not to repair or replace, return the purchase price that has been paid and cancel any obligation to pay unpaid portions of the purchase price of nonconforming Goods. In no event shall any obligation to pay or refund exceed the purchase price actually paid. This warranty does not cover defects resulting from modification, alteration, misuse, exposure to corrosive conditions or improper installation or maintenance. Repair and/or replacement as provided above shall be at Seller's plant and shipped F.O.B. Plant unless otherwise agreed to by Seller. Transportation charges for the return of the Goods or part thereof to Seller shall be prepaid by Buyer, unless otherwise agreed to in writing by Seller. Seller shall, in no event, be responsible for any labor, removal or installation charges that may result from the above-described repair and/or replacement of any Goods. The foregoing warranty does not cover failure of any part or parts manufactured by others, the failure of any part or parts from external forces, including but not limited to earthquake, installation, vandalism, vehicular or other impact, application of excessive torque to the operating mechanism or frost heave. The exclusive remedy of Buyer and the sole liability of Seller, for any loss, damage, injury or expense of any kind arising from the manufacture, delivery, sale, installation, use or shipment of the Goods and whether based on contract, warranty, tort or any other basis of recovery whatsoever, shall be, at the election of Seller, the remedies described above. The foregoing is intended as a complete allocation of the risks between the parties and Buyer understands that it will not be able to recover consequential damages even though it may suffer such damages in substantial amounts. Because this Agreement and the price paid reflect such allocation, this limitation will not have failed of its essential purpose even if it operates to bar recovery for such consequential damages.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED BY LAW. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, SHALL SELLER BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF USE OF THE GOODS OR OTHER PROPERTY EQUIPMENT, DAMAGE TO OTHER PROPERTY, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, DOWNTIME, OR THE CLAIMS OF BUYER'S CUSTOMERS FOR ANY OF THE AFORESAID DAMAGES. SELLER SHALL NOT BE LIABLE FOR AND BUYER AGREES TO DEFEND AND INDEMNIFY SELLER AGAINST ALL CLAIMS OR LOSSES (INCLUDING ATTORNEYS' FEES), INCLUDING PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LIABILITY, RESULTING IN WHOLE OR IN PART FROM (1) THE NEGLIGENCE OF BUYER OR ITS CUSTOMERS; (2) BUYER'S OR ITS CUSTOMER'S MISUSE , DAMAGE, ALTERATION OR MODIFICATION OF SELLER'S GOODS; (3) BUYER'S OR ITS CUSTOMER'S USE OF THE GOODS IN ANY PRODUCT OR SYSTEM DESIGNED, MANUFACTURED OR SOLD BY BUYER OR ITS CUSTOMERS; OR (4) ANY BREACH OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT BUYER SHALL HAVE NO OBLIGATION TO INDEMNIFY SELLER FOR CLAIMS OR LOSSES THAT ARISE SOLELY FROM THE NEGLIGENCE OR MISCONDUCT OF SELLER.

In any contract by Buyer for resale of the Goods, Buyer shall effectively disclaim, as against Seller, any implied warranty of merchantability and all liability for property damage or personal injury resulting from the handling, possession or use of the Goods, and shall exclude, as against Seller, any liability for special or consequential damages.

10. PATENTS. If any claim is made against Buyer based on a claim that any of the Goods constitute an infringement of any U.S. Letter Patent, Buyer shall notify Seller immediately. Seller shall have the right, with Buyer's assistance, if required, but at Seller's expense, to conduct settlement negotiations of any litigation. If any of the Goods are held to infringe any U.S. Letter Patent, and their use is enjoined or, in as a result of a settlement, Seller deems their continued use unadvisable and provided that Buyer has given Seller the immediate notice provided for above and has used the Goods only in accordance with the provisions of this order and shall not have altered or changed them in any material way, Seller shall, at its option and expense, procure for Buyer the right to continue using the Goods, modify the Goods so that they become non-infringing, replace the Goods with non-infringing Goods of substantially equal quality, or replace the Goods and refund the purchase price, less reasonable depreciation. The foregoing states Seller's entire liability for patent infringement.

11. CONTROLLING LAW AND FORUM SELECTION. This Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Alabama. The exclusive venue for the resolution of all disputes between the parties shall be the state or federal courts within the State of Alabama, to which jurisdiction Buyer hereby submits.

12. ARBITRATION; DISPUTE RESOLUTION; PRESERVATION OF FORECLOSURE REMEDIES. Paragraph 11 notwithstanding, at the option or election of Seller, any dispute, claim or controversy ("Dispute") between Seller or Buyer relating to the transactions contemplated by this Agreement, including, without limitation, any claim based on or arising from an alleged tort, shall be resolved by binding arbitration in accordance with Title 9 of the U.S. Code and the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). Defenses based on statutes of limitation and similar doctrines shall be applicable in any such proceeding, and the commencement of an arbitration proceeding under this Agreement shall be deemed the commencement of an action for such purposes. The arbitrator shall be selected in accordance with the Commercial Arbitration Rules of the AAA. The AAA shall designate a panel of ten (10) potential arbitrators knowledgeable in the subject matter of the Dispute. Each of Seller and Buyer shall designate, within thirty (30) days of the receipt of the list of potential arbitrators, one of the potential arbitrators to serve, and the two arbitrators so designated shall select a third arbitrator from the eight remaining candidates.

13. WAIVER. No delay or failure by Seller to exercise any right or remedy under these Terms and Conditions shall be construed to be a waiver thereof. Waiver by Seller of any breach shall be limited to the specific breach so waived and shall not be construed as a waiver of any subsequent basis assign this order or any rights hereunder without the prior written consent of Seller. This Agreement, and the Terms and Conditions contained herein, are enforceable, however, against the successors and assigns of Buyer.

14. TAXES. Seller's prices do not include sales, use, excise or other similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future such tax shall be paid by Buyer, or in lieu thereof, Buyer shall provide Seller with all tax-exemption certificates required by the taxing authorities, at the time of sale.

15. CUMULATIVE NATURE OF REMEDIES. All remedies of Seller set forth herein shall be cumulative and shall be in addition to any other remedies available to Seller, whether at law, equity or otherwise.
04/01/2008

AMERICANSEATING

Transportation Products Group
Five-Year Limited Warranty

American Seating Company ("American Seating") expressly warrants to the original end user ("Purchaser") that ***Series 6000, Model KC548, Model DU48, Metropolitan™, Model 850®, BC55, InSight® and Vision®*** Passenger Seating Collections ("Product") are free from defects in material and workmanship for a period of five years from delivery of the Product. This warranty includes all parts except passenger/securement belts, upholstery and cushion-filler material, which are subject to the guidelines of their manufacturer's warranty. In the event of defect noticed and reported to American Seating within the warranty period, American Seating will, at its option, repair or replace any Product that, in American Seating's opinion, has failed due to a defect in material or workmanship resulting from normal use. For the first two years of this warranty American Seating will pay reasonable labor costs incurred (reasonable labor costs established by American Seating) for repair or installation of a replacement Product. All claims are subject to prior approval by American Seating to be considered valid. THE WARRANTY DESCRIBED IN THIS PARAGRAPH IS IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The Purchaser's sole and exclusive remedy against American Seating shall be for the repair or replacement of the defective Product as provided herein. No other remedy including but not limited to incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss shall be available to the Purchaser.

This warranty is provided directly to the Purchaser only and does not extend to any subsequent party and is for the American Seating Product as it is manufactured by or for American Seating and is voided as the result of alteration, modification, abuse, abnormal use, or misuse.

This warranty may not be modified in any way. A third party is authorized to extend only this warranty to the purchaser. In the event a third party extends to the Purchaser any additional warranty, such as warranty of fitness for any particular purpose or any other obligation not specifically encompassed this American Seating warranty, the third party shall be solely responsible therefore and the Purchaser shall have no recourse against American Seating with respect thereto.

All reports or notices required by this warranty to be given to American Seating must be in writing and delivered to: Attention: Warranty Claim Department, Transportation Products Group, American Seating Company, 401 American Seating Center, Grand Rapids, MI 49504-4499.

Form No. T-5LWARRANTY-07

LIMITED WARRANTY
AD-9®, AD-IP®, AD-SP®, or AD-IS® Air Dryer

Bendix Commercial Vehicle Systems LLC (**"Bendix"**) warrants to the original retail purchaser that the AD-9®, AD-IP®, AD-SP®, or AD-IS® Air Dryer sold by Bendix will be free from defects in materials or workmanship, for the warranty period shown below, whichever occurs first.

Type of Operation	Years	Miles (Km)	Hours
	OE or Service New Warranty Period		
Line Haul Tractor Interstate Truck Pick-up & Delivery Tractor Pick-up & Delivery Truck Intercity Truck Charter Bus Interstate Bus School Bus	3	350,000 (560,000)	10,800
Transit Bus Refuse Hauler Dump Truck Cement Mixers Off Highway Operation Others	1	100,000 (160,000)	3,600
Type of Operation	**Remanufactured Warranty Period**		
All	1	100,000 (160,000)	3,600

The limited warranty does not cover defects or damage caused by abuse, misuse, road debris, accidents or improper installation, maintenance or service. **Use of a non-genuine Bendix air dryer cartridge will void this limited warranty.**

Product:
Product claimed to be defective must be returned freight prepaid via the Original Equipment (OE) dealership or authorized Bendix distributor within thirty (30) days after the date any defect is first discovered. **Unauthorized repairs will void this limited warranty.**

Bendix will inspect the product and make the final determination as to whether the product is covered under the terms of this limited warranty. When a claim is allowed, Bendix' responsibility is limited at Bendix' sole option, to repair or replace the defective product with a remanufactured exchange unit. The replacement unit will be warranted for the remaining time period, mileage, or hours of the original warranty.

Labor:
For the first twelve (12) months, 100,000 miles (160,000 kilometers), or 3,600 hours, whichever occurs first, Bendix will also reimburse at its current labor rate applied to the standard hours allowed in Removal and Replacement Schedule *(BW1322)* when the defective product has been installed.

THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT WILL BENDIX COMMERCIAL VEHICLE SYSTEMS LLC BE LIABLE FOR INDIRECT, SPECIAL, PROGRESSIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, COSTS INCURRED FOR SERVICE CALLS, TOWING, OR DOWNTIME.

DUPONT CoatingSolutions

March 2, 2009

New Flyer Industries
711 Kernaghan Ave
Winnipeg, Mb
R2C 3T4

E.I. Dupont Canada Company
CoatingSolutions-OEM
376 Fairall Street Ajax
Ontario Canada
L1S 1R6

RE: DuPont Coating Systems Warranty

To Whom It May Concern:

The following letter outlines the Warranty E.I. DuPont (DuPont) will provide to New Flyer Industries (NFI). The performance and warranty for DuPont for the following topcoat systems Imron® Elite™ and Imron® Elite™ Express are outlined below with performance differences over time.

Paint Warranty for Exterior Panels

Imron® Elite™ and Imron® Elite™ Express basecoat, clearcoat coating systems will have the highest gloss and color retention, 75% of original levels over 6 years. Imron® Elite™ and Imron® Elite™ Express single stage coating systems will retain a 50% gloss retention from the original gloss over 5 years. Imron® Elite™ single stage colors without clearcoat will experience fade changes over 5 years.

Provision of warranty coverage is based on New Flyer Industries applying various systems. The term "coating system" denotes that the substrate preparation, primer, topcoat and clearcoat (if used) application are all done in accordance with documented processes and procedures. If these conditions are met, then DuPont will provide a honor the warranty as defined in this letter. The length of the warranty will vary according to the coating system used, as follows:

COATING SYSTEM	WARRANTY PERIOD
Imron®Elite™ Single Stage	5 years
Imron®Elite™ BC 8840S Clearcoat	6 years

Structural Frame Warranty

EMP
POWERING THE FUTURE
ENGINEERED MACHINED PRODUCTS INC

EMP Warranty Policy

Stand Alone Components			
Description	Fans	Water Pumps	~~P450 Alternator*~~
Length	3 years	2 years	~~2 years~~
Parts Cost	Part Replacement	Part Replacement	~~Part Replacement~~
Handling	None	None	~~None~~
Labor Rate	None	None	~~Per EMP's Warranty Support Policy~~
Standard Repair Times	None	None	~~None~~
Freight	100%	100%	~~100%~~
Towing	None	None	~~None~~
Progressive (or collateral damage)	None	None	~~None~~
Recall	None	None	~~None~~
Objections	30 days in writing	30 days in writing	~~30 days in writing~~

TK1, TK2 & Oil Cooler Kits Included.

* EMP approved air intake system must be installed per installation instructions for warranty to be valid.

E-Fan Cooling Base System for Transit & Motor Coach (Full Diagnostics Only)	
Includes: FiL-11 24V Pusher Fans, (1) EMP TMC Master Controller, (1) Radiator, (1) Charge Air Cooler, (1) Wire Harness, Shroud, Frame, Sensors, Other Related Hardware	
Description	Coverage
Length	3 Years
Parts Cost	Part replacement
Handling	None
Labor Rate	Per EMP's Warranty Support Policy
Standard Repair Times	Per EMP's Warranty Support Policy
Freight	100%
Towing	None
Progressive (or collateral damage)	None
Recall	Negotiated
Objections	30 days in writing
4th Year Warranty **	Minimal Charge
5th Year Warranty **	Minimal Charge

** EMP reserves the right to use remanufactured products for the 4th and 5th year warranties.

Freight charges for returned parts will be reimbursed for ground shipment costs only (unless EMP requests expedited freight).

Cooling Base System carries a 3 year warranty for after-market and OEM sales. Excludes Gen I (CS20) System.
For any additional warranty questions, please contact your Customer Service Representative at (906) 789-7497.

For a valid warranty claim, please navigate to http://www.emp-corp.com/support/rma-request/ and fill out the request form to receive an EMP RMA used to track your claim.

2701 North 30th Street
Escanaba, MI 49829
906.789.7497

POWERING THE FUTURE®

Customer Warranty Support Policy

January, 2013

Applicability:

This warranty support document covers EMP customers who have incorporated EMP products and systems into their equipment.

Product Warranty Registration:

Warranty of parts and assemblies will be calculated from date of shipment from EMP or from evidenced 'date in service' in accordance with the warranty schedule in effect at time of shipment. In order to expedite warranty processing, customers are encouraged to register their product upon installation, providing a documented 'date in service' that will be maintained at EMP for purposes of warranty coverage. The customer may use the EMP Warranty Registration Form as shown in Appendix B.

Level of Support:

Technical Assistance: On-line support will be available via EMP's website, www.emp-corp.com. Technical assistance is also available via phone, +1-906-789-7497, between the hours of 8am and 5pm EST

Personnel Training: EMP or authorized distributor will provide customer's technicians training on service of EMP products for diagnostics and repair. The training may be on-site, at a nearby location or via teleconferencing or a combination.

Allowable Repair Time: EMP will reimburse per the allowable repair time listed in the current Warranty Claim Form document. Allowable repair times may be updated on an annual basis. New activity codes and their allowable repair times may be added at any time.

Stocking Program: EMP encourages customers with multiple systems to maintain some service parts in stock. Contact your EMP sales representative for stocking recommendations.

Warranty Assignment: EMP will provide/coordinate warranty claim support to customers covering systems and related EMP parts purchased.

Part Inspection and Return:

Warranty Repairs & Replacement Policy: Warranty of parts and assemblies will be calculated from date of shipment from EMP or from evidenced 'date in service' in accordance with the warranty schedule. The serial number of the assembly will be required for warranty claim processing of the assembly or components of the assembly.

Parts Return: Per EMP's direction, customer will ship the part back to EMP or a local representative for warranty coverage determination. Customer will pay shipping for the return and record their cost on the warranty claim form for reimbursement. Freight charges for returned parts will be reimbursed for ground shipment costs only unless EMP requests expedited freight. Reimbursement is subject to warranty review. All returned parts must be tagged with all of the following information:

Customer name, repair order #, repair date, vehicle mileage, vehicle ID# (fleet or VIN), RMA#, Description of faults found or problem solved by part replacement

Photograph: In some cases, EMP will request a digital photograph of the part being submitted for warranty coverage.

Hold Parts: EMP may ask customer to hold the part for up to 90 days for on site inspection from an EMP Regional Service Manager.

No Fault Found: In the case of no fault found, the part will be offered back to customer at customer's expense. Customer may request a report of the findings.

Repair vs. Replacement: Individual components such as fans, pumps and radiators are generally not repairable. EMP thermal system assemblies are repairable by replacing failed components. If multiple components on an assembly fail due to a single defect in workmanship or material, the entire assembly may be replaced. Customer technicians should reference the product service documents to diagnose a problem and determine if the part must be replaced. EMP Technical Service may be consulted for assistance in making the diagnosis and determination for replacement.

New Products Claimed Defective: Defective new stock will be handled under warranty as outlined in this procedure. Parts or units damaged in shipment are not covered by warranty. The responsibility for damage in shipment rests with the carrier.

Claims Procedure: When a customer service technician has determined that a part has failed and believes the part to have failed within the warranty coverage period, the warranty administrator for the customer must request an RMA number using EMP's online RMA request system at www.emp-corp.com/support. EMP will contact the RMA requestor with the RMA information within one US business day. EMP will instruct the customer what action is to be taken with respect to the part(s). Part(s) are not to be sent to EMP or its agent without the express instructions being given by EMP. The RMA number will be used as a tracking number and must be recorded with the service documentation for the repair. The RMA may specify that customer is to hold the part for on-site inspection rather than shipping. If EMP chooses not to issue an RMA, then a Service Case number will be issued as a tracking number to be recorded with the customer service documentation for the repair.

All parts returned or held for inspection ***must*** be labeled with the assigned RMA number.
NO CREDIT WILL BE ISSUED UNLESS PARTS ARE RETURNED (or available for inspection, in accordance with the RMA instructions) within 30 days of the issue date of the RMA.

Customer may use parts in stock or submit a purchase order for replacement parts needed to make the repair to the assembly. The customer warranty administrator will then complete the EMP Warranty claim form to request credit for the parts used, labor and freight for returning the failed part. The RMA or Service Case number must be included on the Warranty Claim Form.
The current content of the Warranty Claim form is shown in Appendix A, but the EMP Warranty Claim Form is an EXCEL document, available from EMP Technical Service.

All sections of the Warranty Claim form should be completed. If a particular section does not apply, this should be noted in the section. The customer warranty administrator will then e-mail the completed document to Service@emp-corp.com for processing. Credit invoices will be sent to the Warranty Reimbursement Contact as specified on the claim form, unless they request otherwise.

ALL WARRANTY IS SUBJECT TO FINAL APPROVAL BY EMP. Care should be exercised in the handling of any warranty work since if not approved; customer will not be credited. Customer

technicians are encouraged to call for technical support during troubleshooting if they have any questions.

Reimbursement: the Warranty Claim Form must be completed as follows:

Material Cost: "Parts Claimed" Parts used in a warrantable repair will be refunded at the current price. The price list may be updated by EMP once each year.

Labor: "Labor Claimed" Labor cost is to be charged to a labor rate agreed upon by EMP and customer in advance and may be negotiated annually. As of January 2013, this rate is not to exceed $85 per hour. The EMP activity code and Labor time should match the list provided.

All units or operations not covered in this schedule may be submitted on a time plus material basis subject to review, adjustment and approval by EMP. In such cases, Customer shall provide a written description of such work along with the labor time claimed.

Freight/Shipping Costs: "Freight Claimed" Any parts requested for return by EMP shall be shipped prepaid by customer via the least costly method. Freight charges for returned parts will be reimbursed for ground shipment costs only unless EMP requests expedited freight. Customer should record the RMA number, parts returned, shipment tracking information and cost for reimbursement

Accounting Procedure: After EMP determines warranty coverage for a specific RMA or Case, EMP will review the Claim form and credit customer's account for the total amount of the claim unless there are discrepancies found. Any discrepancies will be discussed with the Warranty Reimbursement Contact as provided on the claim form.

Appendix A – EMP Warranty Claim form (facsimile, not to be used for actual claim)

EMP Warranty Claim Form

REFERENCES: RMA# _____ CASE # _____

Date: ___ Service Center name: _____

Vehicle Owner: _____ Vehicle ID# _____

Warranty Reimbursement Contact name: _____

Address _____

City _____ State _____ Zip _____

e-mail _____

Phone # _____

Product Type ☐ MH8 ☐ P450 Component Other: _____

Product Serial Number _____

Initial Problem Description/Complaint

_____

Initial Tests and Observations:

_____

Repairs Made

PARTS CLAIMED

Qty	Part #	Part Description	Unit Price	Total Price
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -

LABOR CLAIMED

Labor Time*	EMP activity code*	Other Labor description	Labor Rate	Total Labor
				$ -
				$ -
				$ -
				$ -

FREIGHT CLAIMED

Method	Tracking #	Shipment Content	Total Freight
			$ -
			$ -

CLAIM TOTALS

*see tab for allowed Labor time and activity codes. If activity not included on that sheet, describe what was required.

Parts Claimed	$ -
Labor Claimed	$ -
Freight Claimed	$ -
Total Amount of Claim	$ -

Standard Repair Times as of January 2012.

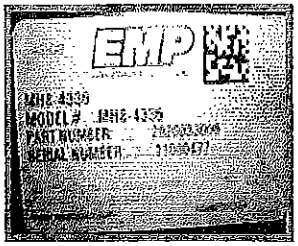
Code	Labor Time Allowed (hrs)	Description	Notes
TS-1	0.5	Hook up with electronic diagnostic and troubleshoot	
TS-2	1	Pressure test Heat Exchanger	
R-1	0.5	Remove and replace Fan	First Fan
R-1A	0.25	Remove and replace Fan	Each Additional fan
R-1B	1	Remove and replace fan blade	includes remove and replace fan from shroud
R-1C	0.25	Remove and replace fan finger guard	
R-2	0.5	Remove and replace Control Module	First Controller
R-2A	0.25	Remove and replace Control Module	Each Additional Controller
R-3	3	Remove and replace Charge Air Cooler	
R-4	3	Remove and replace Radiator	Includes drain and refill coolant
R-4A	4	Remove and replace Charge Air Cooler AND Radiator	Includes drain and refill coolant
R-5	1.5	Remove and replace Wiring Harness assembly	Applies to main harness for any thermal kit assembly.
R-6	0.5	Remove and replace Radiator or CAC Thermistor	
R-7	0.5	Remove and replace Power/Ground Pass through Studs	
R-8	0.5	Remove and replace Fuses	
R-9	0.5	Remove and replace Fuse Holder Bracket	
R-10	0.5	Remove and replace System Controller Bracket	
R-11	0.5	Remove and replace Diagnostic LED Bulb and Fan Reversal Switch Harness Assembly	
R-12	0.5	Remove and replace Drain Valve	
R-13	0.5	Remove and replace Cross Brace or Radiator Support	
R-14	1	Remove and replace Door Seals	
R-15	1	Remove and replace Power Steering Reservoir	
R-16	1	Remove and replace Power Steering Pump	
R-17	1	Remove and replace Power 450 Alternator	
R-18	0.5	Remove and replace Voltage Regulator	
R-19	1	Remove and replace Power 450 Wire Harness	
R-20	0.5	Remove and replace Alternator Pulley	
R-21	4	Remove and replace Main Cooling Module	All Thermal Kit modules as an assembly. Includes draining coolant.
R-22	2	Remove and replace WP29 electric water pump	Includes drain and refill coolant

Appendix B – EMP Warranty Product Registration

EMP
POWERING THE FUTURE®

Warranty Registration

Mail or Fax this completed registration form to:
EMP Advanced Development, LLC
2701 North 30th Street
Escanaba, MI 49829
FAX# (906)789-7825
Service@emp-corp.com

Product Type (Complete one form per product type. For complete thermal system assemblies you do not need to register each assembled fan/controller/pump)	❒ Electric Water Pump ❒ Thermal System - Number of fans _____ ❒ Individual Fan ❒ Individual Controller ❒ P450 Alternator
Product Model Number (see below)	
Part Number	
Serial Number (See below)	
Customer/ Business Name	
Mailing address – Street or P.O. Box	
City, State, Zip code	
Customer Warranty Contact Name	
Customer Warranty Contact Phone #	
Customer Warranty e-mail	
Date in Service	
If on vehicle, Fleet ID #	
Vehicle Make / Model	
Vehicle model year	
Vehicle Miles or Hours at installation	❒ miles ❒ hours
IF MH8 system, please provide Alternator Serial Number	
Notes	Serial number, part number and model number are on the EMP Product Label 

INTERSTATE BATTERY
4430 17th AVENUE SW
FARGO, ND 58103
701-232-4409

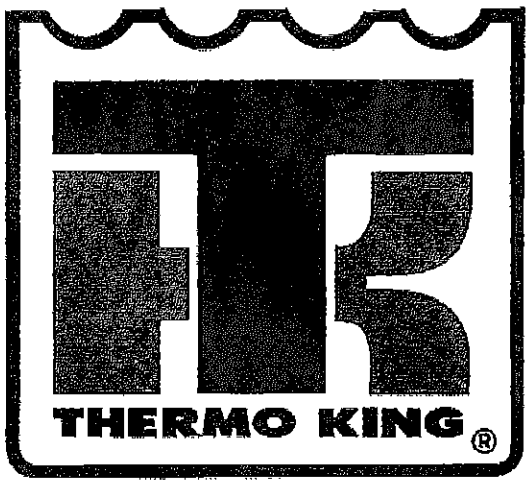
WARRANTY INFORMATION

Interstate Battery part number 31-MHD has an 18 month free replacement due to manufacture defect.

New Flyer's part number is 241898.

MAN – MEC
Scope of Warranty

Coverage	Parts
1 year / 50,000 Miles (whichever comes first)	3rd party items e.g., slack adjuster Wear items e.g. seals, bearings, bushings Friction material, except natural wear
2 year / 100,000 Miles (whichever comes first)	Fleet defect if impacted vehicles > 25% of fleet No fleet defect for SR's <10 buses
5 year / 300,000 Miles (whichever comes first)	All other parts



Bus Air Conditioning

Standard

Warranty Claim Instructions

Warranty Policy

Labor Standards

TK 10018-1

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Manufacturer's
Bus Air Conditioning Equipment
Basic 2 Year Warranty

The Following Statement of Warranty appears on the reverse side of the customers copy of the warranty registration report:

A. Subject to the conditions hereinafter stated, the Manufacturer (Thermo King Corporation) warrants its equipment to be free from defects in material and workmanship for a period of two years from the date in service or 30 months from date of ex-factory shipment. This warranty extends only to the original owner of the equipment and is limited to repair or replacement (at Manufacturer's option) at any of its authorized service agencies of any part or parts which are returned to the Manufacturer by the service agency, and which, on Manufacturer's examination, will conclusively appear to have been defective.

This warranty shall not apply to any equipment which either (1) had been shipped from the plant more than 30 months before becoming defective or (2) had been so repaired or altered outside the Manufacturer's plant as, in the Manufacturer's judgment, to affect its stability or (3) had been subjected to misuse, negligent handling or accident or (4) had been installed or operated contrary to the Manufacturer's printed instructions.

The manufacturer reserves the right to make changes or improvements in design or product without thereby obligating itself to install the same upon its products previously manufactured.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR OTHER WARRANTY OR QUALITY, WHETHER EXPRESSED OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON THE MANUFACTURER'S PART. The Manufacturer neither assumes, nor authorizes any other person to assume for it, any obligations or liabilities except as herein expressed.

The Manufacturer is not responsible, and will not be held liable in contract or in tort (including negligence) for special, indirect, or consequential damaged, including injury or damage caused to vehicles, contents, product cargo, or persons, by reason of the installation of any Thermo King product or its mechanical failure.

The decision of the Manufacturer shall be final and conclusive on any question in connection with the application or scope of this warranty.

B. When the date in service exceeds 90 days from the date of installation, a second pre-delivery inspection service must be performed by an authorized Thermo King dealer at the expense of the company selling the unit.

Services Provided for Thermo King Owners

The Following statement appears on the reverse side of customers copy of the Warranty registration report:

A. **Parts and Labor**

Any parts of a unit which are repaired or furnished as replacements under terms of the Manufacturer's Warranty (except parts which have previously been repaired or furnished as replacements) will be installed by any authorized Thermo King service agency without charge to owner for materials or labor. Such Warranty Services will be performed only by an authorized Thermo King service agency during regular working hours, and will not include overtime, telephone calls or telegrams. WHERE REPAIRS UNDER WARRANTY ARE EFFECTED OUTSIDE THE BOUNDARIES OF THE U.S.A., THE OWNER WILL BE CHARGED CUSTOM DUTIES AND ANY TAXES APPLICABLE TO PARTS AND LABOR ACCORDING TO THE REGULATIONS OF THE COUNTRY WHERE SUCH WARRANTY IS PERFORMED.

B. **Service Identification**

This certificate when presented to any authorized Thermo King Service Agency, entitles the original owner to receive the above Warranty Services. If the registration plate is blank and the owner cannot establish the date in service, the service agency is not authorized to render said Warranty Services without charge. If a charge is made, the owner must present the paid invoice to the dealer from whom the unit was purchased for validating with the Manufacturer. The owner should make every effort to receive Warranty Services from the dealer who sold the unit.

Manufacturer's Limited Warranty for New Service Parts

Subject to the conditions hereinafter stated, the Manufacturer (Thermo King Corporation) warrants its new Service Parts to be free from defects in material and workmanship for a period of 90 days from date in service. Certain Service Parts covered by extended or Prorated warranties will not be specified separately herein or in a Dealer warranty bulletin.

This warranty extends only to the original owner and is limited to repair or replacement (at Manufacturer's option) at any of its authorized service agencies of any part or parts which are returned to the Manufacturer by the service agency, and which, on Manufacturer's examination, will conclusively appear to have been defective.

This warranty shall not apply to any equipment which either)1) had been shipped from the plant more than one year before becoming defective or (2) had been so repaired or altered outside the Manufacturer's plant as, in the Manufacturer's judgment, to affect its stability or (3) had been subjected to misuse, negligent handling or accident or (4) had been installed or operated contrary to the Manufacturer's printed instructions.

The manufacturer reserves the right to make changes or improvements in design or product without thereby obligating itself to install the same upon its products previously manufactured.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR OTHER WARRANTY OR QUALITY, WHETHER EXPRESSED OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON THE MANUFACTURER'S PART. The Manufacturer neither assumes,. nor authorizes any other person to assume for it, any obligations or liabilities except as herein expressed.

The Manufacturer is not responsible, and will not be held liable in contract or in tort (including negligence) for special, indirect, or consequential damages, including injury or damage caused by vehicles, contents, product cargo, or persons, by reason of the installation of any Thermo King product or its mechanical failure.

The decision of the Manufacturer shall be final and conclusive on any question in connection with the application or scope of this warranty.

Warranty Services

Under the terms of the Manufacturer's Limited Warranty, defective Service Parts will be replaced or repaired (at the Manufacturer's option) by any authorized Thermo King service agency without charge to the owner except for removal and installation labor, prorate adjustment and incidental expenses. Warranty services will be performed only at the premises of an authorized Thermo King service agency during regular working hours, and will not include overtime, telephone calls or telegrams.

WHERE REPAIRS UNDER WARRANTY ARE EFFECTED OUTSIDE THE BOUNDARIES OF THE U.S.A., THE OWNER WILL BE CHARGED CUSTOM DUTIES AND ANY TAXES APPLICABLE TO PARTS AND LABOR ACCORDING TO THE REGULATIONS OF THE COUNTRY WHERE SUCH WARRANTY IS PERFORMED.

Service Identification

This certificate when presented to any authorized Thermo King Service Agency, entitles the original owner to receive the above Warranty Services. If the owner cannot establish the date in service, the service agency is not authorized to render said Warranty Services without charge. If a charge is made the owner must present the paid invoice and the defective part to the dealer from whom it was originally purchased for validating with the Manufacturer. The owner should make every effort to receive Warranty Services from the dealer who sold the part.

Clarification on New Service Parts

Coverage

1. Includes PARTS ONLY on items which are not repairable in the field.
2. Includes PARTS & BENCH LABOR on field repairable assemblies.
3. Coverage EXCLUDES LABOR to R & R assembly from unit, motor oil, refrigerant or other miscellaneous material or labor.
4. The unexpired portion of the original new unit warranty shall supersede the replacement parts warranty in any case where applicable.

Exclusions

The replacement parts warranty is intended to cover DEFECTIVE material only. Consult directly with the SERVICE PARTS DEPARTMENT for specific instructions for handling material that falls into any of the following categories.

1. New Non-defective Parts
2. Mis-packaged Parts
3. Mis-numbered Parts
4. Obsolete Stock
5. Short Shipments
6. Shipping Damage

Special Warranty Policy

Maintenance and Consumable items

Thermo King warranty does not extend coverage to maintenance or consumable items which require periodic replacement as a result of normal wear such as those listed below:

1. Engine Oil
2. Lubricants
3. Filters
4. Cleaning Materials
5. Injector Nozzles
6. Spark Plugs - Glow Plugs
7. Ignition Points, Condensers
8. Drive Belts
9. Water Hoses
10. Starter/Generator Brushes

These items ARE COVERED however, against DEFECTS in material and workmanship by the manufacturer for a 90 day period. In addition, certain items may be covered if replacement was required as a result of warrantable failure elsewhere in the unit. An example would be replacement of oil and filters if they had been contaminated by an engine failure under warranty.

Field Repairable Assemblies

Thermo King dealers are required to perform adjustments or repairs as necessary on complete assemblies. Complete assemblies with minor problems that are easily corrected in the field include: Compressors with shaft seal leaks, alternators with blown isolation diodes, radiators with a small pin hole in the tank, and so forth. Other common field repairable assemblies include items such as engines, water pumps, injectors, starters, control panels, clutches, etc.

While repairing complete assemblies is always encouraged, in certain cases a point can be reached where it is simply not economical to do so. When material and bench labor begin to exceed 80 % to the cost of the assembly, it may be in everyone's best interests to consider a brand new replacement. Dealers are therefore requested to exercise good judgment when appraising the cost of rebuilding major components under warranty. In those cases where justified, it is recommended t consult the warranty department for specific authorization.

Sublet Repairs

Sublet repairs for special services not normally performed in the shop will be considered under warranty.

Such services include: radiator repair, injection pump service, heli-arc welding, etc.

Warranty policy does not include provisions for a dealer mark-up on sub-contracted repairs. Invoices for sublet repairs must be attached to the AWA and will be approved at dealer actual cost.

Special consideration for unusual or out of warranty situations should be cleared with the Warranty Department before proceeding with the repairs. An SWC form(Special Warranty Consideration) confirming the mutual agreement will be mailed to the dealer to attach directly to the claim form.

Customer Reimbursements

Whenever a customer has been billed for repairs which were later covered under warranty, the reimbursement must be make at the prices which were ORIGINALLY CHARGED. . . not the amount of credit the dealer received from the warranty department. For example, if the parts on the original invoice were billed out at LIST PRICE, the customer is entitled to receive a credit at LIST PRICE, not dealer net. In such a case, the difference between List Price and Dealer Net must be adjusted internally by the dealer and not passed on to the customer. The same procedure must be observed for labor and incidental material.

Special Warranty Agreement

The policy outlined in this publication applies generally to the standard line of Bus Air Conditioning units. Certain OEM bus applications may have special warranty agreements which extend or limit the coverage differently than herein stated. Dealers are therefore advised to consult the factory for specific clarification of warranty on any unusual or special application before proceeding with repairs.

Diesel Injection Pumps

Bosch and Diesel Kiki injection pumps are to be repaired under warranty by their own network of service stations. The correct procedure is to remove the component, deliver to the nearest authorized injection pump dealer, confirm date placed in service, and ask for warranty consideration. If warranty is granted, apply to Thermo King Corporation for labor to R & R component and attach the injection pump dealer's No Charge or Warranty invoice to AWA claim. If warranty is denied by the injection pump dealer because of abuse or neglect, Thermo King Corporation will also disapprove any claim resulting from this same repair.

Diesel Engine Oil Consumption

This procedure is to provide Thermo King dealers with a uniform test to determine the rate of oil consumption in diesel engines. This test is required by the engine manufacturers and Thermo King if the engine is to be repaired under warranty. This test may also be used for gasoline engines. Consult the Service Department for specific oil consumption valves on gasoline powered units and small 1-cylinder diesels.

Engines which are to be tested for warranty consideration must not have been in service more than 12 months or have less than 500 hours running time.

1. Fill the crankcase to the FULL mark.
2. Run the unit in high speed for 24 hours. Stop the unit.
3. Again, carefully measure the amount required to fill to full.
4. This added oil represents the oil consumed in the 24-hour period.
5. A consumption of one quart or more in the 24 hour period indicates action should be taken to determine and correct the cause.
6. The cost of performing this test, 1.0 hours labor plus 20 gallons of fuel oil, will be credited with the engine repair provided the engine is within the warranty period and approval for the repair has been granted by the Warranty Department. The cost of the test will not be credited if the rate of oil consumption does not indicate repairs are required.

   IMPORTANT! See "Oil Consumption" under "Unwarrantable Repairs".

Unwarrantable Items

The warranty coverage expressed in this publication is applicable exclusively to defective components manufactured or supplied by Thermo King Corporation. Under no circumstances will Thermo King extend warranty coverage to any failure, repair, damage or alteration such as te examples noted below.

Shop Supplies Surcharge

The practice of charging a certain percentage of the bill for "shop supplies" is being used today by some dealers. The percentages seem to have quite a wide range from 1-10% of material, labor or both. This surcharge is intended to cover the cost of cotter pins, gasket cement, terminal ends, nuts & bolts, and other miscellaneous material sometimes difficult for the mechanic to identify on the work order.

Most dealers however, tend to consider material of this nature the same as any other overhead expense and include the cost in their hourly labor rate. Thermo King agrees with this policy and therefore makes no special provision to accommodate this surcharge in the warranty.

Missing Components

Occasionally, engines and other major items are received into the Warranty Department without external accessories such as the starter, injection pump, etc. Missing components from complete assemblies claimed under warranty will be deducted from the dealer claim at current dealer net prices.

Clogged Transfer Pumps

Hand pumps and transfer pumps that are clogged with foreign material from the fuel tank are not warrantable. When the impurities are removed, these pumps function properly and are not defective. Dealers are advised to inspect and clean filter screens and internal parts before condemning the pump as defective. Claims of this nature will not be considered as warrantable.

Freight Carrier Damage

Visual Damage

A. If damage is severe, refuse shipment and do not sign freight bill.

   Order or release duplicate shipment necessary to satisfy dealer requirements.

   Recommend crating or packaging improvements which would prevent future shipping damage of a similar nature.

B. At option of dealer:

   If damage is superficial and dealer wishes to perform repairs, shipment may be accepted.

   Damage should be clearly defined on freight bill and signed by drive as freight carrier responsibility.

   Rework expenses are to be negotiated and charged directly to freight carrier.

Concealed Damage

A. Every effort should be made to thoroughly inspect shipment prior to signing freight bill.

Note on freight bill and have driver sign for tears or signs of impact in cardboard or packaging, which may support a concealed damage claim discovered at a later date.

B. Report concealed damage to freight carrier immediately or in any event, no later than 15 days after receipt of shipment.

Clearly establish responsibility, if possible.

Appraise extent of rework or replacement required to render equipment acceptable.

Recommend improvements in packaging which would prevent future concealed damage of a similar nature.

Electric Fuel Pumps

Electric fuel pumps will appear to malfunction if available voltage drops under 8 volts. A low voltage condition could be from a low battery during or after an extended period of cranking or a poor ground. In either case, it can easily mislead a mechanic into believing the pump is defective.

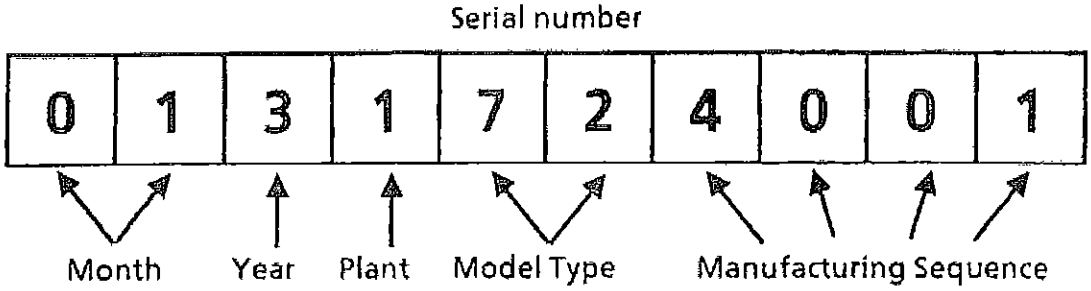
Fuel pumps should therefore be double checked with a good 12 volt battery before claiming them as defective. Pumps received by the factory without defects will not be considered as warrantable.

Summary of Expenses Not Extended Warranty Coverage

1. Labor or equipment charges for removal of complete assemblies or units that are field repairable or not defective.
2. Normal wear and tear items such as belts.
3. Rebuilt exchange items (starter, alternator, etc.).
4. Pickup and delivery charges.
5. Thermostat calibration.
6. Temporary repairs.
7. "Comebacks".
8. Services performed at unauthorized repair agents.
9. Towing, down time, rental automobiles, lodging, telephone, telegraphs or other intangibles.
10. Overtime or premium labor or material charges.
11. Improper installation, careless or negligent workmanship on the part of the installer or dealer.
12. "Shop Supplies" surcharge on invoices.
13. Consequential damage or load loss.
14. Vehicle or equipment modifications of any kind.
15. Unit or engine adapter kit modifications.
16. Freight carrier damage.
17. Components of the air conditioning system or installation not supplied by Thermo King Corporation.

Unit Serial Number Identification

A sample serial number is shown with an explanation of each digit.



Above sample = D-1 Cond/Evap built in Minneapolis, MN January 1983

Plant Code

1. Minneapolis, Minnesota
2. Louisvile, Georgia
3. Liege, Belgium
4. Minneapolis, Minnesota
5. Galway, Ireland
6. Ciales, Puerto Rico
7. Champinas, S. P. Brazil
8. Arecibo, Puerto Rico
9. Factory School

TwinVision®

Amber "Smart Series" Electronic Destination Sign System

10-YEAR LIMITED WARRANTY

3-Year Parts and Labor (Supplied by TwinVision na, Inc.)
7-Year Additional Parts Only

This Warranty is Effective January 1, 2012

TwinVision na, Inc. (the "Company") warrants each new TwinVision® Amber "Smart Series" Electronic Destination Sign product to be free from defects in material and workmanship, under normal use, for a period of 10 years, or 120 months. This warranty begins at the in-service date of the vehicle or 90 days after the original shipment date from the Company's manufacturing facility, whichever comes first. We warrant that the Electronic Destination Sign System product will conform to the contract description and that the goods supplied hereunder will be fit for the stated purpose.

During this warranty period, the obligation of the Company is limited to repairing or replacing, as we may elect, any part or parts of the aforementioned Electronic Destination Sign System product that, upon examination by TwinVision® factory-trained personnel or authorized agent, is determined to be defective in material and/or workmanship. It is agreed that any necessary repairs, renewals, software upgrades, or modifications due to defective material and workmanship occurring during this period shall be at the Company's expense. This warranty covers and will supply both the replacement defective components and labor (to the extent of the noted three-year period), which will be supplied by TwinVision® factory-trained personnel or authorized agent. Preapproval of outside labor must be obtained prior to repair if to be subject to reimbursement. The subsequent seven-year limited warranty will be for parts only.

Any equipment or part that has been replaced under the provisions of this warranty shall become the property of customer. Defective material, however, must be returned to the Company; failure to do so may void the warranty stated herein. Any material deemed defective is to be returned to the Company after receiving an RMA number and a shipping account reference (billing to the Company) from the Company. If defective material is not returned within a reasonable period of time (60 days), the Company reserves the right to invoice customer for the replacement material.

This warranty does not extend to any unit(s) that, in our opinion, has been subjected to abuse, misuse, or that has been inadequately maintained, or to damage caused by acts of nature or power surges exceeding specifications, or to any unit(s) that has problems relating to service or modification by anyone other than TwinVision® factory-trained personnel or authorized agent.

There are no other warranties, expressed or implied, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose. In no event shall the Company be liable for any loss of profits or any indirect or consequential damages arising out of any actual or alleged defect in material or workmanship.

© 2012 TwinVision na, Inc. *All Rights Reserved.*

TwinVision®

Silver "Smart Series" Electronic Destination Sign System
Chromatic "Smart Series" Electronic Destination Sign System

10-YEAR LIMITED WARRANTY

5-Year Parts and Labor (Supplied by TwinVision na, Inc.)
5-Year Additional Parts Only

This Warranty is Effective January 1, 2012

TwinVision na, Inc. (the "Company") warrants each new TwinVision® Silver and/or Chromatic "Smart Series" Electronic Destination Sign System product to be free from defects in material and workmanship, under normal use, for a period of 10 years, or 120 months. This warranty begins at the in-service date of the vehicle or 90 days after the original shipment date from the Company's manufacturing facility, whichever comes first. We warrant that the Electronic Destination Sign System product will conform to the contract description and that the goods supplied hereunder will be fit for the stated purpose.

During this warranty period, the obligation of the Company is limited to repairing or replacing, as we may elect, any part or parts of the aforementioned Electronic Destination Sign System product that, upon examination by TwinVision® factory-trained personnel or authorized agent, is determined to be defective in material and/or workmanship. It is agreed that any necessary repairs, renewals, software upgrades, or modifications due to defective material and workmanship occurring during this period shall be at the Company's expense. This warranty covers and will supply both the replacement defective components and labor (to the extent of the noted five-year period), which will be supplied by TwinVision® factory-trained personnel or authorized agent. Preapproval of outside labor must be obtained prior to repair if to be subject to reimbursement. The subsequent five-year limited warranty will be for parts only.

Any equipment or part that has been replaced under the provisions of this warranty shall become the property of customer. Defective material, however, must be returned to the Company; failure to do so may void the warranty stated herein. Any material deemed defective is to be returned to the Company after receiving an RMA number and a shipping account reference (billing to the Company) from the Company. If defective material is not returned within a reasonable period of time (60 days), the Company reserves the right to invoice customer for the replacement material.

This warranty does not extend to any unit(s) that, in our opinion, has been subjected to abuse, misuse, or that has been inadequately maintained, or to damage caused by acts of nature or power surges exceeding specifications, or to any unit(s) that has problems related to service or modification by anyone other than TwinVision® factory-trained personnel or authorized agent.

There are no other warranties, expressed or implied, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose. In no event shall the Company be liable for any loss of profits or any indirect or consequential damages arising out of any actual or alleged defect in material or workmanship.

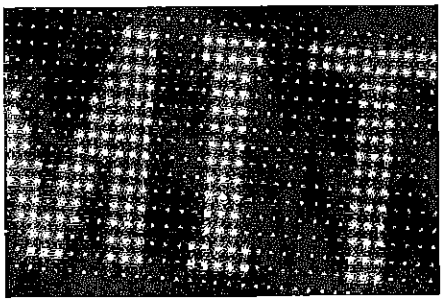
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TwinVision®

TwinVision® All-LED "Smart Series" Electronic Destination Sign Systems

In 2008, TwinVision na, Inc. continues its pioneering legacy with the introduction of its **TwinVision® All-LED "Smart Series"** product.

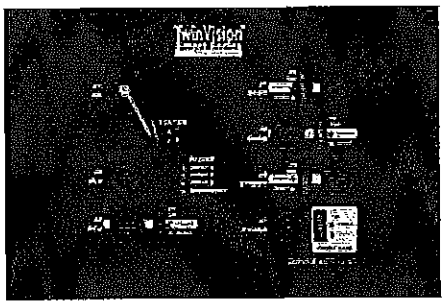
Featuring a more advanced processing system, which has been integrated with our industry proven all-LED electronic destination sign systems, we believe that this product will become the new standard for the North American market. It utilizes state-of-the-art processors to monitor system health and solid-state LED devices to provide an extremely bright message with wide-angle visibility both day and night. Since there are no moving parts in this product, maintenance costs and system diagnostic times are significantly reduced.



TwinVision® All-LED products provide an extremely bright message with wide-angle visibility both day and night.

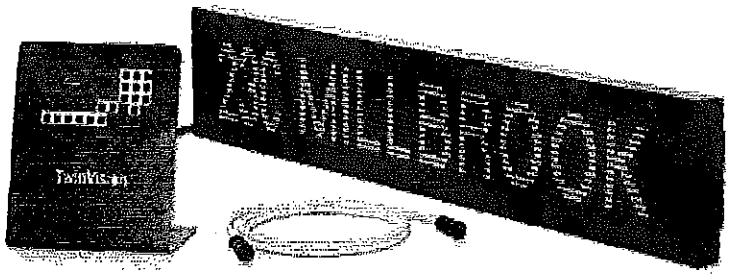
Features

- Advanced processing capacity to operate and monitor system health of EDSS
- Centralized data panel for monitoring EDSS health
- Full TwinVision® ELYSÉ® programming compatibility with Windows® 2000 or Windows® XP
- Color-coded, vibrant yellow, point-to-point bus harnesses for quick identification
- Industry-standard keypad Operating Console Unit with USB port for high-speed route data uploading
- Open architecture for J1708, J1939 and RS232 (farebox option) compatibility
- Easy integration with on-board IT systems
- High intensity light emitting-diodes
- Minimum operating life of 100,000 hours
- LEDs have automatic brightness adjustment
- Full readability for a total of 130 degrees
- 12 or 24 VDC operation
- ADA-compliant fonts and graphics
- Display case inhibits entry of dirt, dust, water, and other contaminants during normal operation
- Improved access panels and display boards for easy maintenance/replacement
- Programmable to display independent messages
- Emergency messages activated by a push button or toggle switch
- Display messages readable from as far away as 350 feet



Vehicle Health Monitoring Panel

TwinVision® All-LED Smart Series Sign System



Benefits

- Ability to monitor health of entire electronic sign system
- Increased reliability due to a solid-state design
- Reduced operating and maintenance costs
- Flexibility in configurations and sizes
- Easy operation of signs and software
- Improved upload time of route data

Specifications

Display and Case Dimensions in Inches (H x W x D)

FRONT SIGN	VIEWING AREA	DISPLAY HEIGHT AND WIDTH	HEIGHT/WIDTH/DEPTH
TwinVision® All-LED	24 rows x 200 columns	9.25 x 63.75	12.0 x 65.0 x 2.25
TwinVision® All-LED	16 rows x 160 columns	7.9 x 62.75	11.5 x 65.0 x 2.5
TwinVision® All-LED	16 rows x 160 columns (smaller pitch)	6.1 x 47.0	8.9 x 49.9 x 2.75
TwinVision® All-LED	16 rows x 140 columns	7.9 x 54.9	11.5 x 58.2 x 2.75

SIDE SIGN	VIEWING AREA	DISPLAY HEIGHT AND WIDTH	HEIGHT/WIDTH/DEPTH
TwinVision® All-LED	14 rows x 108 columns	4.25 x 42.25	6.9 x 44.9 x 2.5
TwinVision® All-LED	14 rows x 72 columns	4.25 x 28.0	6.9 x 30.75 x 2.5
TwinVision® All-LED	8 rows x 96 columns	2.5 x 37.4	6.9 x 39.0 x 2.45

ROUTE SIGN	VIEWING AREA	DISPLAY HEIGHT AND WIDTH	HEIGHT/WIDTH/DEPTH
TwinVision® All-LED	16 columns x 48 columns	6.1 x 17.0	10.3 x 19.4 x 2.9

REAR SIGN	VIEWING AREA	DISPLAY HEIGHT AND WIDTH	HEIGHT/WIDTH/DEPTH
TwinVision® All-LED	16 rows x 48 columns (external)	6.1 x 17.0	11.5 x 23.6 x 3.9

DASH/BLOCK NUMBER SIGN	VIEWING AREA	DISPLAY HEIGHT AND WIDTH	HEIGHT/WIDTH/DEPTH
TwinVision® All-LED	14 rows x 36 columns	4.25 x 14.0	6.9 x 16.5 x 2.5

Designed For:

- Transit buses
- Light rail vehicles
- Trains/subway cars
- People movers
- Monorails
- Airport vehicles
- Tour buses

TwinVision na, Inc.®

4018 Patriot Drive, One Park Center, Suite 100 • Durham, NC 27703 | P.O. Box 14068 • Research Triangle Park, NC 27709-4068

Phone: (919) 361-2155 • Fax: (919) 361-9635

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Vansco Warranty Agreement

January 25, 2008

The following are the terms and conditions from the current agreement between Vansco and New Flyer.

3. WARRANTY

3.1 Vansco shall warrant to the end user the Goods against materials and workmanship as follows:

a) If any part of the Product proves defective in material or workmanship within three (3) years from the date of sale of bus by New Flyer to end user or the exceeding of 150,000 miles on the mileage of the bus by the end user who purchased the bus from New Flyer, whichever occurs first.

b) The defective Product must be returned by the end user within 30 days of the discovery of the defect.

c) Vansco shall have the option to repair or replace the defective Product.

d) Vansco shall pay for labor charges in accordance with the fixed repair schedule below.

3.2 Return of defective parts.

a) Parts can be returned directly from the end user to Vansco, or be routed via New Flyer, as per choice by New Flyer.

b) Product shipped to Vansco freight prepaid will be returned freight prepaid. Product shipped to Vansco freight collect will be returned freight collect.

3.3 Remanufactured Parts. Remanufactured, refurbished, reworked or any kind of used parts are acceptable as an offset to claims for warranty.

3.4 Fleet defect. Vansco will recognize the fleet defect rate to be 20% for the failure rate of a component, after which all affected buses within the same contract are to be corrected with the same campaign.

3.5 Payment for warranty claims. Vansco shall have 60 days to action a warranty claim from New Flyer after receipt.

3.6 Fleet Defect. Vansco shall assume all (labor and parts) cost responsibilities for re-mediation when failure of a component within a contract Sales Release (SR) reaches or surpasses 20%. Vansco shall meet these requirements within the timeline specified within the property/New Flyer contract

3.7 Limitations.

a) This warranty may only be enforced by the first end user who purchases the bus from New Flyer. All subsequent users of the Good and/or Service acquire the Good and/or Service on an "as is" basis without any benefit of this limited warranty.

b) This warranty does not apply to any Good and/or Service that is damaged as a result of misuse, neglect, accident or fire, or of lightning, flooding or other acts of God, of by improper installation, maintenance or use, of which Vansco will solely determine. This warranty does not apply to a Good that has been modified or repaired by any unauthorized party that has in Vansco's sole opinion affected or altered the Good's performance or reliability. This warranty will be of no effect if in Vansco's sole opinion, the Good substantially fulfills the performance requirements.

c) This warranty is in lieu of and excludes all other warranties, guarantees, conditions or liabilities, either express or implied by operation of law or otherwise (including, without limitation, any obligation of Vansco with respect to consequential damages) and shall not be extended, altered or varied except by a written instrument signed by Vansco and New Flyer. The sole and exclusive remedy against Vansco shall be for the repair or replacement of the defective Good as provided and associated labor costs as set out by the fixed repair schedule below. No other remedy (including but not limited to incidental, consequential and special damages, injury to person or property, or any other loss) shall be available.

d) This warranty shall not apply to the supply of Goods and/or Services pursuant to After Market parts distribution.

3.8 Fixed Repair Schedule.

The following fixed repair schedule shall apply to the repair of any defective Good:

a) - 5 minutes
- Setup laptop.
- Hookup the necessary cables to interface with the bus via Pocket Gateway or Data Link Adapter.

b) - 5 minutes
- Find and open all the access panels to the VMMs. This is to see all the LEDs on board the units.

c) - 5 minutes
- Run Diagnostics on the laptop looking for any faults.
- If any faults are found, push/wiggle the I/O connectors to see if there are any poor contacts causing the problem.

d) - 5 minutes
- Remove the I/O Connectors and inspect the pins to see if all are seated correctly.
- If all is good, continue to remove the remainder of the unit by unbolting it from the mounting plate.
- Install the replacement unit.

e) - 10 minutes
- Double check all mounting bolts and connectors.
- Fasten all panel covers on and clean up diagnostic equipment.

The time required to diagnose, troubleshoot and replace a unit is 30 minutes.

If there are any questions, please do not hesitate to contact me.

Regards

Randy Kehler
Strategic Account Manager
Vansco Electronics LP

(204) 294-2934
rkehler@vansco.ca

EXHIBIT C

WARRANTY - OEM SUPPLY AGREEMENT

Limited Warranty: Parts & Labor

Vapor warrants: (i) good and marketable title to the Product; (ii) the Product shall be free of defects in material and workmanship and (iii) the Product shall comply with the uses set forth in the applicable bus purchase contract specifications – where one is supplied and agreed to; if properly installed and maintained and under the normal use and service for which the equipment is intended, consistent with New Flyer's contractual warranty obligation with its customer, up to a maximum period of three (3) years from shipment of the Product from Vapor's Facility or 150,000 miles in service, whichever occurs first. The warranty is limited to a one year parts only for certain consumable components like brushes, seals, air wave switches and related wear items. If within this period, New Flyer notifies Vapor of a material failure of the Product to substantially conform to the above warranties, at Vapor's option and upon New Flyer's return of the Product to Vapor's facility, Vapor shall either replace or repair the Product without charge. If Vapor authorizes New Flyer or the end user to affect the necessary repair or replacement of a defective Product, Vapor will reimburse New Flyer for labor at a rate not to exceed $75 USD per hour and payment will be based on the hours estimated by Vapor to perform the task. The warranties set forth in above do not apply to any Product which has been repaired or altered, other than by Vapor, or has been subject to misuse or abuse. WITH THE EXCEPTION OF THE EXPRESS WARRANTIES SET FORTH ABOVE, THERE ARE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no event shall Vapor be liable to New Flyer for any consequential, incidental, special or punitive damages of any kind and Vapor neither assumes nor authorizes any other person to assume for it any other liability in connection therewith. New Flyer's exclusive remedy shall be as set forth herein. Transportation charges shall be borne by Vapor for all properly returned Products under warranty.

Warranty claims must be submitted to Vapor by New Flyer within 60 days of the original end customer claim, with adequate backup including in-service mileage and failed Product, in order to be approved and processed by Vapor. Warranty claims older than 120 days from the original claim date will not be processed or approved for payment unless otherwise agreed in writing by an authorized Officer of Vapor.

New Flyer shall be solely responsible for material and labor for failures of the hardware and/or components they supply. Vapor's acceptance or approval of hardware and/or components supplied by others does not transfer this liability in part or in whole to Vapor. Vapor's express warranties set forth herein are restricted only to the hardware and/or components selected and supplied by Vapor with Product.

Appendix B

Attachment J:

2018 Emissions Changes

The U.S. Environmental Protection Agency (EPA) and the Department of Transportation's National Highway Traffic Safety Administration (NHTSA) have proposed a national program that would establish the next phase of greenhouse gas (GHG) emissions and fuel efficiency standards for medium- and heavy-duty vehicles. The second phase of this program, which affects Model Year 2018 and later vehicles, further reduces carbon emissions and improve the fuel efficiency of heavy-duty transit vehicles, helping to address the challenges of global climate change and energy security.

Impact on to New Flyer Xcelsior XN40:
The Cummins ISL-G engine is currently the only qualified and tested CNG engine on the New Flyer Xcelsior.

Anticipated Technical Changes: As of the date that this Agreement is signed by New Flyer, Cummins has not provided detailed engineering data outlining the changes that will be made to the ISL-G engine package as a result of the 2018 EPA changes.

For informational purposes, New Flyer believes that the MY 2018 Cummins ISL-G engine package will incorporate:

- Changes to the After treatment Device (catalyst)
- Mandatory CCV System (catalytic converter)
- On Board Diagnostic System compliance, resulting in changes to the Engine Control Module, electrical harnesses and related electrical system changes.

Required Testing: Once the changes have been fully defined by Cummins, and an engine is produced for testing, a full IQA test will be required, including a 10,000 mile field test. This testing will be conducted during 2017, in preparation for 2018 deliveries.

Ordering Deadlines: Based on changes to the applicable regulations, New Flyer does not believe that pre-buying 2017 engines to be incorporated in vehicles delivered after January 1, 2018 will be an option, due to changes in the regulatory reporting process. Buses scheduled for delivery after January 1, 2018 will have the MY 2018 Cummins ISL-G engine package included.

Price Changes: Costs for the 2018 EPA changes to the Xcelsior XN40 will be developed once Cummins specification and engine system costs are made available to New Flyer. At that time, the amount of the price adjustment will be provided to DTPW in accordance with Section 5 of this Agreement. New Flyer will price these changes to the County at New Flyer's cost, but such price adjustment shall be capped at a not exceed amount of $18,000 USD per bus.

Appendix B

Attachment K:

BUS DELIVERY SCHEDULE

New Flyer shall deliver 300 XN40 in accordance with the following Delivery Schedule.

Bus delivery to DTPW shall be determined by mutual agreement and coordination of the Parties. Unless otherwise agreed by the Parties, New Flyer shall deliver each tranche of buses to the Central Bus Garage (the "Point of Delivery") 3431 NW 31 Street, Miami, Florida or other such facility as designed by DTPW on normal days of business (Monday to Friday, except statutory Holidays) and during normal business hours (7:00 a.m. to 3:00 p.m.).

Unless otherwise agreed by the Parties, a maximum of 5 buses per week shall be delivered to DTPW.

Should New Flyer fail to meet the Project Deadlines (Column B) for Delivery of Lead Bus or Production Buses Complete, liquidated damages may be assessed in accordance with Section 12 of this Agreement. The Project Deadlines (Column B) is expressed in terms of Weeks from bus order provided by Trillium in accordance with Section 7 of this Agreement.

Column A: Project Milestone	Column B: Project Deadline (Weeks from Receipt of Bus Order)
Receipt of Bus Order	0 Weeks
Pre-Production Meeting	8 Weeks
Line Entry of Lead Bus	26 Weeks
Delivery of Lead Bus	33 Weeks
Line Entry of First Production Bus	32 Weeks
Production Buses Complete	107 Weeks

Upon delivery, New Flyer shall provide to the County the following documents:

a. Manufacturer's statement of origin (signed, dated, and notarized) made out to Miami-Dade County, Florida, 2225 N.W. 72 Avenue, Miami, Florida 33122.

b. Weight Certificate (if weight is not provided on Certificate of Origin)

c. Warranty Certifications

d. Bill of Sale or Invoice

e. Mileage Disclosure

If the common carrier drive away delivery method is used, drivers shall keep a maintenance log in route and it shall be delivered to DTPW with the bus.

All documents mentioned above shall be delivered, or hand carried, to the General Superintendent of Bus Maintenance or designee, 3300 N.W. 32nd Avenue, Miami, Florida 33142.

8-31-16

Appendix C

DESIGN AND CONSTRUCTION ADMINISTRATION AGREEMENT

This Design and Construction Administration Agreement (this "Agreement") is made and entered into this ___ day of _____, 2016 by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), and Trillium Transportation Fuels, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Contractor") and together with the County, the "Parties". This Agreement shall become effective as of the date set forth above and continue until Final Completion and the expiration of the Warranty Period stipulated in Section 6.2.

RECITALS

A. The County and Contractor have entered into a Master Developer Agreement, for the purposes of establishing a Compressed Natural Gas ("CNG") Program for the Miami-Dade County Department of Transportation and Public Works, of which this Design and Construction Administration Agreement ("Agreement") is a part of such Master Developer Agreement specifically as Appendix C and a Sub-Agreement thereto, outlining the general terms and conditions under which the Parties would move forward to design, develop, construct and maintain buildings and improvements to be constructed on the Project Sites. This Agreement is subject to all of the provisions of the Master Developer Agreement, as applicable.

B. This Agreement provides for the planning, design and construction of CNG fueling stations on County premises, owned by the County, as further detailed below.

C. The Sub-Agreement to the Master Developer Agreement which is Appendix G, Compression of Natural Gas and Maintenance of CNG Equipment, provides the payment arrangements between the Parties which shall be the only compensation to the Contractor for the Work performed herein.

D. The Contractor and the County have determined that the planning, design and construction of the CNG Project and the performance of this Agreement are in the best interests of the County and will serve to introduce the utilization of CNG as an alternative fuel for the operation of County buses and vehicles.

E. The following are attached to this Agreement and incorporated herein:

Attachment 1 - Central Bus Depot CNG Facility Scope of Work
Attachment 2 - Central Bus Depot CNG Facility Site Map and Drawings
Attachment 3 - Coral Way Bus Depot CNG Facility Scope of Work
Attachment 4 - Coral Way Bus Depot CNG Facility Site Map and Drawings
Attachment 5 - Coral Way Bus Depot CNG Facility Demolition Scope of Work
Attachment 6 - Master Project Schedules
Attachment 7 - Central Bus Depot Project Budget
Attachment 8 - Coral Way Bus Depot Project Budget

Appendix C

Attachment 9 - Updated Responsible Wages and Benefits

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINED TERMS

As used in this Agreement, the following terms have the following meanings:

"Affiliate" means, with respect to any entity, another entity that directly or indirectly owns or controls, is owned or controlled by, or is under common control with such entity. For purposes of this definition, one entity owns another when it owns more than fifty percent (50%) of the equity interests in the other entity and one entity "controls" another when it has the right to exercise more than fifty percent (50%) of the voting power of the other entity.

"Applicable Law" means any applicable law, statute, code, ordinance, administrative order, implementing order, charter, resolution, order, rule, regulation, judgment, decree, writ, injunction, franchise, permit or license, of any Governmental Authority, now existing or hereafter enacted, adopted, promulgated, entered, or issued.

"Architect" means the architectural firm as the Contractor may retain as the principal architect for the CNG Project, and their respective successors or assigns.

"Architect Contract" means with respect to the CNG Project Work, the contract between the Contractor and the Architect providing the architectural and engineering services for the CNG Project.

"Business Day" means any day other than a Saturday, Sunday or County holiday. If any time period set forth in this Agreement expires on a day other than a Business Day, such period shall be extended to the next succeeding Business Day.

"CNG Program Objectives" means the document that specifies, among other things, the County's objectives for the CNG Program for the Department of Transportation and Public Works and which is attached to the Master Developer Agreement as Appendix A.

"CNG Project" means the design, development and construction of the buildings and improvements to be constructed on the Project Sites as described in Article II in accordance with this Agreement.

"CNG Project Work" means all work to be performed to construct the buildings and improvements on the Project Sites in accordance with this Agreement.

"Certificate of Occupancy" means a certificate issued by the Regulatory Agency for building official permitting public occupancy and use of the CNG Project.

"Change Order" means a written instrument signed by the Contractor and County authorizing a change in the Scope of Work, the date of Substantial Completion or the Final Completion date for the CNG Project.

"Commencement of Construction" means the occurrence of all of the following: (i) with respect to the CNG Project, the building permit needed to begin construction of the buildings and improvements to be constructed on the Project Site has been issued and (ii) the Contractor has begun physical construction of the CNG Project.

"Construction Documents" means the architectural drawings, specifications and other documents, as may be amended from time to time in accordance with this Agreement, setting forth the design of the CNG Project and the requirements for their respective construction in sufficient detail for the permitting and construction of the CNG Project.

"Construction Schedule" means the construction schedule or schedules relating to the CNG Project Work, to be prepared by the Contractor pursuant to the requirements of this Agreement.

"County" is defined in the Preamble to this Agreement.

"Construction General Contractor Contract" means with respect to the CNG Project Work, the contract between the Contractor and the General Contractor providing construction general contracting services for a Project Site.

"County Station" means fueling station for CNG Fuel and Diesel Fuel to be owned by County and constructed by Contractor at a Project Site.

"Contractor" means Trillium Transportation Fuels, LLC, and its permitted successors and assigns.

"Design Development Documents" means drawings and specifications, as may be amended from time to time in accordance with this Agreement, based upon and refining the Schematic Design Documents illustrating the scope, relationship, forms, size and appearance of the CNG Project by means of plans, sections and elevations, typical construction details, and equipment layouts.

"Design Documents" means the most recent of the Schematic Design Documents, Design Development Documents and Construction Documents.

"Design Professionals" means the Architect and the engineers and consultants either retained by, or on the staff of, the Architect or the Contractor, from time to time to provide architectural, design and design-related engineering services for the CNG Project.

Appendix C

"Final Completion" means the date of the occurrence of all of the following: (i) the Contractor has signed and delivered to the County a Certificate of Occupancy issued for the Project Site, and (ii) punch list items have been completed.

"Governmental Authority" means, as to any Person, any federal, state, local, or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental entity having jurisdiction over such Person or its property or operations relating to the Agreement.

"Lien" means any encumbrance, lien, security interest, pledge, easement, license, right-of-way, covenant, condition, restriction or claim in, to, against or in any way applicable to any portion of the CNG Project.

"Master Project Schedule" means a final CNG implementation plan and schedule for a Project Site using a critical path method, prepared by the Contractor, that identifies, coordinates and integrates the anticipated design and construction milestones for the CNG Project, the Contractor's responsibilities, County reviews and other activities as are necessary for the timely completion of the Work, as such schedule shall be revised and updated in accordance with Section 5.7, and is attached hereto to Attachment 6.

"Project Coordination Team" is defined in Section 5.5.

"Project Sites" is defined in Section 3.1.

"Schematic Design Documents" means the conceptual design documents of buildings and improvements to be constructed on the Project Sites, as may be amended from time to time in accordance with this Agreement, illustrating the scale and relationship of the CNG Project components.

"State" means the State of Florida.

"Subcontractor" means any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of contract with the Contractor.

"Substantial Completion" means with respect to the CNG Project, the date when the work is sufficiently complete so that the County Station (and specifically the County-Designated CNG Fueling Lanes) can be operated for its intended use to fuel County Vehicles and includes the occurrence of the following: (i) the Contractor has delivered to the County a certificate certifying that the CNG Project has been substantially completed subject to the completion of minor punch list items that do not materially affect the use or occupancy of the buildings and improvements constructed on the Project Sites, (ii) a temporary or permanent Certificate of Occupancy has been issued for the buildings and improvements constructed on the Project Sites, (iii) all CNG fueling and related systems have been successfully tested and are fully operational to fuel the County's

bus fleet in accordance with the requirements specified in Appendix G to the Master Developer Agreement; (iv) all required governmental inspections and certifications have been made, approved and posted; and (v) designated initial instruction of County's and Contractor's personnel in the operation of systems has been completed so the County Station can be operated for the fueling of County's bus fleet. The Bus Wash building and diesel fueling is not required to be completed for Substantial Completion but is required for Final Completion.

"Work" means collectively all things required to complete the CNG Project.

ARTICLE II

CONCEPTUAL DESCRIPTION OF THE CNG FACILITIES

2.1 The buildings and improvements constructed on the Project Sites, with the associated demolition, shall include:

(a) Central Bus Depot CNG Station, Diesel, Wash, Maintenance Upgrade - to be owned by the County and constructed on the Central Bus Depot Site, and shall include the installation of a new compressed natural gas fueling station, upgrade to the bus maintenance facility(ies) and construction of a new fuel and wash building as further detailed in Attachment 1 – Central Bus Depot CNG Facility Scope of Work and Attachment 2 - Central Bus Depot CNG Facility Site Map and Drawings.

(b) Coral Way Bus Depot CNG Station, Diesel, Wash, Maintenance Upgrade - to be owned by the County and constructed on the Coral Way Bus Depot Site, and shall include the installation of a new compressed natural gas fueling station, upgrade to the bus maintenance facility(ies) and construction of a new fuel and wash building as further detailed in Attachment 3 – Coral Way Bus Depot CNG Facility Scope of Work, Attachment 4 - Coral Way Bus Depot CNG Facility Site Map and Drawings, and Attachment 5 - Coral Way Bus Depot CNG Facility Demolition Scope of Work

2.2 CNG Public Access Station. The Contractor shall design, develop, construct and maintain the Central CNG Public Access Station and Coral Way Bus Depot CNG Public Access Station to be owned, operated and maintained by the Contractor and constructed on County owned property. Such property is leased to the Contractor as further detailed in Sub-Agreements, specifically Appendix E to the Master Developer Agreement, Lease Agreement at Central Bus Depot and Appendix F to the Master Developer Agreement, Lease Agreement at Coral Way Bus Depot.

Appendix C

ARTICLE III

THE PROJECT SITES

3.1 The Sites. The CNG Project will be developed on two (2) separate sites as further defined below:

(a) Central Bus Depot Site approximately 1.63 acres of land identified in Attachment 2, Central Bus Depot CNG Facility Site Map that is not open to the general public

(b) Coral Way Bus Depot Site approximately 1.60 acres of land identified in Attachment 4, Coral Way Bus Depot CNG Facility Site Map, that is not open to the general public

3.2 Development Requirements. The Contractor, shall expeditiously process all applications for consents, approvals and permits necessary to allow for the timely construction of the CNG Project including any and all requirements for permits. Further, the County agrees not to act unreasonably, or fail to act, in a manner that would substantially delay or place in jeopardy, or would reasonably be expected to jeopardize, the completion of the CNG Project by the Final Completion date as set forth in the Master Project Schedule. The Contractor agrees not to act unreasonably, or fail to act, in a manner that would substantially delay or place in jeopardy, or would reasonably be expected to jeopardize, the completion of the CNG Project by the Substantial Completion date set forth in the Master Project Schedule.

3.3 Access to Site.

(a) The County shall provide authorization for the Contractor and its agents, consultants and Subcontractors (including the Construction General Contractor and the Design Professionals) to, upon execution of this Agreement and issuance of a Notice to Proceed by the County, enter upon each Project Site in order for them to be able to perform Work as contemplated by this Agreement. Prior to the issuance of a Notice to Proceed by the County or the Contractor entering a Project Site, the Contractor shall provide evidence of insurance, and all bonds as set forth in Article V or as otherwise reasonably acceptable to the County.

(b) The right of access herein granted with respect to the Project Sites shall be exercised in such a manner as not to cause any unreasonable damage or destruction to, or unreasonable interruption or interference with, the rights of the County or others to enter upon or use the Project Sites. The Contractor agrees to immediately pay or cause to be removed any liens or encumbrances filed against a Project Site as a result of any actions taken by it or on its behalf in connection with the Work and to repair such damages to the Project Site caused by said Work as the County shall reasonably require, giving due weight to the expected demolition.

(c) Access to the Project Sites require prior County authorization for any other party except those specified in (a) above, emergency services or law enforcement.

Appendix C

ARTICLE IV

FACILITY DESIGN

4.1 Facility Design. The Contractor shall manage and control the design of the CNG Project, including the hiring of any Design Professionals and the development of all of the Design Documents. The Contractor shall direct the Design Professionals to prepare Design Documents that are consistent in all material respects with the CNG Program Objectives, applicable Scope of Work and the design selected by the County. The CNG Program Objectives shall be deemed amended to conform to the Design Documents once approved by the County in accordance with this Article.

4.2 Design Documents.

(a) The County shall have the right to review and approve the Schematic Design Documents, the Design Development Documents and the Construction Documents for the CNG Project for general conformance of material aspects with the CNG Program Objectives, Scope of Work, and the previously approved Design Documents, as applicable. To assist the County in their review, the Contractor shall cause the Architect to provide with any future Design Documents a summary of any changes that would require the County's approval under this Agreement. Such review and approval (i) shall be limited to the confirmation that the applicable Design Documents are consistent in all material aspects with the CNG Program Objectives, Scope of Work and the previously approved Design Documents, as applicable, and (ii) shall not otherwise be unreasonably withheld, conditioned or delayed.

(b) With respect to the design of the CNG Project, the County shall have fifteen (15) Business Days after the receipt of the applicable Design Documents to confirm that such Design Documents are consistent in all material aspects with the CNG Program Objectives, Scope of Work, and the previously approved Design Documents, as applicable. If the County does not so confirm that the applicable Design Documents are consistent in all material aspects with the CNG Program Objectives, Scope of Work and the previously approved Design Documents, as applicable, the County shall provide to the Contractor, within that fifteen (15) Business Day period, detailed comments setting forth the reasons it believes that the applicable Design Documents are not consistent in all material aspects with the CNG Program Objectives, Scope of Work or the previously approved Design Documents, as applicable. The County's failure to provide such comments shall not be deemed a default by the County, but shall result in the applicable Design Documents being deemed approved as provided below.

Similarly, if the County rejects only certain specified elements in the applicable Design Documents, then the elements to which it does not object shall be deemed approved. If the Contractor disagrees with any of the County's comments, then the Contractor shall meet with the County's Project Manager to resolve any items of dispute to their reasonable satisfaction and each shall use good faith efforts to resolve any disagreements in an expeditious manner so as not to delay production of the Design Documents. The Contractor shall cause the Architect to revise the applicable Design Documents (or to incorporate such modifications in the following set of Design

Documents) to address any comments raised by the County with which the Contractor agrees and shall submit revised Design Documents to County for its review and confirmation as provided above. The County shall have five (5) Business Days from the receipt of the revised Design Documents to approve them or provide comments if not accepted. The County's failure to respond within such five (5) Business Day period shall not be deemed a default by the County, but shall result in the applicable revised Design Documents being deemed approved.

Contractor agrees that none of the Design Documents will modify a material element of the furnishings, fixtures and equipment planned for the CNG Project (as reflected in the Scope of Work) without the prior consent of the County.

4.3 Design Plans Review and Approval Process

(a) For each submittal of design and construction documents for the Project to the County, Contractor shall submit three (3) full-sized or half-sized sets of prints and an electronic copy with the date clearly noted on each copy.

(b) At 15% of the overall design completion for a Project Site: Contractor shall submit conceptual site layouts and plans, sections, and elevations to County for review in conformity with applicable building codes, federal, state, county, and local laws and regulations, including any applicable County provisions including the Design Compendium and other transit criteria.

(c) At 50% design completion for a Project Site: Contractor shall submit drawings, conceptual site layouts and plans, sections, elevations and pertinent documentation to County for review.

(d) At 100% design completion for a Project Site: Contractor shall submit to County the Final Design Plans along with confirmation that the design for a Project Site is within the applicable project budget attached. The County shall review these plans to ensure that all previous County comments to which the Parties have agreed have been incorporated therein. However, Contractor may request reconsideration of any comments made by County.

(e) Upon receipt of each of the above-mentioned submittals, County shall review same and shall, within fifteen (15) Business Days after receipt thereof, advise Contractor in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval. In the event of a disapproval, Contractor shall, within ten (10) days after the date Contractor receives such disapproval, make those changes necessary to meet County's stated grounds for disapproval or request reconsideration of such comments. Within ten (10) days of County's response to such request for reconsideration, Contractor shall, if necessary, resubmit such altered plans to County. Any resubmission shall be subject to review and approval by County, within ten (10) Business Days from receipt by County, in accordance with the procedure hereinabove provided for an original submission, until the same shall receive final approval by County. The County and Contractor shall in good faith attempt to resolve any disputes concerning the plans in an expeditious manner.

(f) Upon the approval of the Final Design Plans for the Project Site such design shall be the construction plan for the Project Site. County's approval shall be in writing and each Party shall have a set of plans signed by all Parties as approved. In the event any change occurs after approval of the Final Design Plan, then Contractor must resubmit the changed portion of the construction plans for County's reasonable approval (unless the change is required by another Miami-Dade County department as part of the permitting process).

4.4 Use of Plans. The Architect Contract shall grant the Contractor and the County a perpetual license to use the Design Documents in connection with the development, operation and modification of the CNG Project. The County shall be granted the use of all construction documents, plans, specifications, drawings, models, samples and the like submitted to the County or its representatives pursuant to this Agreement or produced in connection with the design and construction of the CNG Project for any purpose contemplated by this Agreement and the Master Developer Agreement or any other purpose to include regulatory and permitting purposes. This provision shall survive the expiration or earlier termination of this Agreement.

4.5 LEED Certification. All construction projects are required to meet the standards delineated in Miami-Dade County Ordinance 07-65. The primary mechanism for determining compliance with the Sustainable Building Program shall be the U. S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council, or as otherwise directed by the County's Sustainability Manager.

(a) New Construction (NC): All new construction projects shall attain "Silver" or higher level rating under the LEED-NC Rating System.

(b) Major Renovations and Remodels: All major renovations and remodels shall attain "Certified" or higher level rating under the LEED-NC Rating System.

(c) Non-Major Renovations and Remodels: All non-major renovations and remodels shall attain "Certified" or higher level rating under the appropriate LEED Rating System such as LEED-NC, LEED-Existing Building (EB) or LEED-Commercial Interior (CI).

(d) Renovations, remodels, and other building upgrades not meeting the above criteria are encouraged, but not required, to incorporate the maximum number of LEED approved green building practices as are feasible from a practical and fiscal perspective. It is understood that the County Stations will fall into this category due to the nature of the CNG Project.

ARTICLE V

CONSTRUCTION OF FACILITIES

Appendix C

5.1 Construction Administration. The Contractor shall be responsible for managing, directing, supervising, coordinating and controlling the planning, design and construction of the CNG Project in accordance with, as applicable, the Construction Documents, the Construction Schedule, and the Master Project Schedule. Except as otherwise specifically provided in this Agreement, the Contractor shall take all reasonable action for the orderly performance of all aspects of the Work required in connection with the construction of the CNG Project, including:

(a) obtaining financing and advising the County of any third party providing an equity investment or debt financing or refinancing for the project, including credit support, credit enhancement or other loan, credit, working capital, letter of credit facility, liquidity facility or natural gas price risk management services;

(b) retaining the services of the Architect, compliance with the requirements of the Architect Contract, and coordinating the design of the CNG Project;

(c) retaining, as necessary, the services of specialty consultants;

(d) retaining the services of a Construction General Contractor(s), as the case may be, who shall cause the CNG Project to be constructed in accordance with the Construction Schedule and the Master Project Schedule, the Construction Documents, and the Construction General Contractor Contract;

(e) preparing and updating, or causing to be prepared and updated, the Construction Schedule, the Master Project Schedule, and delivering copies to the County;

(f) retaining and supervising the personnel reasonably required by the Contractor in order to properly perform or cause to be performed the Work;

(g) maintaining, or causing to be maintained, complete and accurate books and records, consistent with industry standards, regarding the design and construction of the CNG Project, including the Design Documents, shop drawings, Change Orders, as-built drawings, applications for payment, permits, insurance policies, bills, vouchers, receipts, lien waivers, customary periodic reports, inspector daily reports, estimates, correspondence and bid calculation sheets;

(h) taking all action reasonably required to comply with all Applicable Laws and taking all reasonable action required to cause the Architect and the Construction General Contractor and all other agents and contractors engaged by the Contractor to design and construct the CNG Project in accordance with Applicable Laws and the provisions of the Architect Contract and Construction General Contractor Contract;

(i) furnishing promptly to the County all documents and information required to be provided to County pursuant to this Agreement and all other information relating to the CNG Project as County may reasonably request;

(j) notifying promptly the County of any suit, proceeding or action that is initiated or threatened in writing against the Contractor or an Affiliate in connection with the CNG Project;

(k) providing the County, upon Final Completion, with an "as-built" set of the Construction Documents in a format acceptable to the County revised to show the "as-built" condition of the CNG Project and other changes made during construction;

(l) managing punch list and warranty work after Substantial Completion;

(m) establishing and updating, as necessary and in accordance with the requirements of this Agreement, the schedule of dates for delivery of various Design Documents for review by the County;

(n) preparing or causing to be prepared minutes for all scheduled project meetings and providing the County with copies of any minutes prepared by the Contractor, or by its contractors that are received by the Contractor, with respect to all project meetings for the CNG Project;

(o) causing the completion of the CNG Project in accordance with the Design Documents, Construction Schedule, Master Project Schedule and Project Budget;

(p) Obtaining or causing to be obtained all permits necessary for construction of the CNG Project;

(q) providing to the County, upon request, copies of all contracts and amendments thereto for informational purposes only (other than contracts and amendments which shall be subject to approval by the County as provided herein and the Master Developer Agreement) relating to the CNG Project;

(r) maintaining, or causing to be maintained, the CNG Project construction sites in safe condition and properly secured against unpermitted access from and after the Commencement of Construction;

(s) providing the County the monthly progress reports required by this Agreement and the Construction General Contractor Contract;

(t) providing for the natural gas line connection from the main natural gas line to the Project Sites with sufficient natural gas flow for the intended CNG Project;

(u) providing for the connections to telecom, electrical power and any other utility at the Project Sites which are required for the operation of the County Stations;

(v) supervising and coordinating the construction of the CNG Project, including the scheduling of all construction work on the CNG Project, so that the CNG Project is constructed, equipped, furnished and completed in a safe, good and workmanlike manner, in accordance with the Master Project Schedule and this Agreement and, specifically, in adherence with the most

recent version of the Department of Transportation and Public Works Safety Manual incorporated herein by reference;

(w) furnishing to the County copies of any and all written claims affecting the CNG Project within five (5) days of receipt or notification to the Contractor of said claim; and

(x) coordinating work and granting appropriate access to the Project Sites for contractors appropriately performing work.

Neither the Contractor nor any of Contractor's Affiliate shall be paid a developer fee or compensated for services as a developer of the CNG Project. Notwithstanding anything to the contrary herein, the Parties acknowledge and agree that the Contractor's obligations hereunder are to manage, administer, and implement the development, design and construction of the CNG Project on behalf of the Parties. Notwithstanding any term or condition in this Agreement to the contrary, the intent of the Parties is that the Contractor shall not perform any services (and shall not act) as a contractor within the meaning of Chapter 489, Florida Statutes, and that all such services shall be performed by licensed contractors (as so defined under Chapter 489, Florida Statutes).

5.2 Federal Transit Administration

(a) The Federal Transit Administration (FTA) provisions, Attachment 1 to the Master Developer Agreement, include certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or any revisions thereto, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all DOT or FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause the County to be in violation of the FTA terms and conditions.

(b) The Contractor agrees to include this clause in each contract or subcontract for the CNG Project. It is further agreed that the clause shall not be modified, except to identify the contractor or Subcontractor who will be subject to the provisions.

5.3 Construction General Contractor.

(a) The Contractor has selected Link Construction and Natural Gas Fueling Solutions, each a Construction General Contractor, to complete the construction of the CNG Project. The Contractor represents and warrants that, to its knowledge, it did not, at any time prior to the execution of this Agreement, and shall not, at any time subsequent to its execution, confer any unfair competitive advantage to any contractor with respect to the CNG Project in violation of Applicable Law. The Construction General Contractor shall select and engage such other service providers in connection with the Work as the Contractor and Construction General Contractor may deem necessary.

(b) The Contractor shall enter into a contract with the Construction General Contractor(s), to oversee the construction of the CNG Project. The Construction General Contractor Contract(s) shall be consistent with the terms of this Agreement and shall at all times contain the requirements set forth herein. The Contractor shall submit to the County, for its review and approval, the Construction General Contractor Contract(s) at least ten (10) Business Days prior to its execution. With respect to the provisions of a Construction General Contractor Contract relating solely to the construction of the CNG Project, the County's approval shall be limited to the reasonable determination that the Construction General Contractor Contract complies with the express requirements and all material aspects set forth in this Agreement, and such approval (or responsive comments) shall be provided within seven (7) Business Days.

(c) Each Construction General Contractor Contract shall require that each Subcontractor of the Construction General Contractor indemnify the Contractor and the County in the same manner and to the same extent that the Contractor indemnifies the County under this Agreement.

(d) Before the Contractor commences its services related to the applicable Project Site,

(i) the Contractor shall execute, deliver to the County, and record in the public records of the County, a payment and performance bond for the total cost of construction at the applicable Project Site in compliance with the terms of Section 255.05, Florida Statutes, naming the County as an oblige, prepared on the applicable form(s) acceptable to the County;

or

(ii) in lieu of such bond, the Contractor shall file with the County an alternative form of security in the form of cash, irrevocable letter of credit, or other security of the type listed in Section 255.05(7) or Part II of chapter 625, Florida Statutes.

Each payment and performance bond shall be in compliance with the terms of Section 255.05, Florida Statutes, specifically in compliance with the requirements of Section 255.05(1)(a) and (c), 255.05(3), and 255.05(6), and shall name the County and the Contractor beneficiaries thereof, as joint obligees.

The amount of the bond shall be adjusted by the amount of an approved Change Order. In the event the bond or alternative form of security is used to cover the cost associated with the construction, the Contractor shall ensure the bond or security is replenished in an amount equal to such draws.

Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business.

Appendix C

The bond(s) shall include the following conditions, in substantially the form below:

"THE CONDITIONS OF THIS BOND are that this bond remains in full force until Contractor:

1. Performs all the construction work under Contract No. 00096, Master Developer Agreement, and more specifically Appendix C, Design and Construction Administration Agreement, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and

2. Pays County any and all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, including but not limited to, a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within the periods provided in Section 95.11(2)(b) of the Florida Statutes; and

3. Delivers to the County a Certificate of Occupancy for the Project Site.

The bond will be void once the items above are satisfied.

This Bond does not limit the County's ability to pursue suits directly with the Contractor seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(2)(b) of the Florida Statutes.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond."

(e) Subject to the applicable provisions of Section 255.20, Florida Statutes, regarding qualification requirements, the Contractor shall require the Construction General Contractor to include the following provision in each bid package:

"Any sub-contractor or contractor submitting a bid must acknowledge that in performance of a subcontract, contract or any subcontract thereof, no apprentices or trainees may be utilized in a particular recognized trade/work classification as otherwise provided for in

Appendix C

Section 6 A-E, Apprentices and Trainees, of the Supplemental General Conditions to Bidders of the Miami-Dade County Responsible Employer Ordinance, Section 2-11.16 of the Code of Miami Dade County, unless at the time of bid submission they establish and certify for that particular trade/work classification:

That the firm participates in an Apprenticeship Program and shall continue to participate in such program or programs for the duration of the project for those trade/work classifications in which apprentices or trainees may be used.

An Apprenticeship Program is an apprenticeship program that is currently registered with and approved by the U.S. Department of Labor or with a State Apprenticeship Agency and has graduated apprentices to journeymen status for at least two of the past five years.

The firm shall provide, with this Certification, a list of all trade/work classifications of craft employees it will employ with apprentices on the Project and documentation verifying it participates in an Apprenticeship Program for each trade/work classification listed and that the apprentices are attending school."

(f) The Contractor shall cause the Construction General Contractor to comply with all of the provisions of the Responsible Wages or the Federal Transit Administration wage requirements, pursuant to Attachment 1 to the Master Developer Agreement, whichever is higher or more stringent. The updated 2016 Responsible Wages are attached as Attachment 9.

5.4 Change Orders. Change Orders by the Contractor relating to the CNG Project Work shall not require advance notice or approval by the County provided that: (a) the Change Order does not delay or further delay the Final Completion beyond the date set forth in the Master Project Schedule; (b) either the cost of the Change Order does not cause the total project costs to exceed or further exceed the applicable Project Budget attached hereto (as the same may be amended from time to time to reflect approved increases) or the Contractor shall have made arrangements reasonably satisfactory to the County for the funding by the Contractor of any increase in the Project Costs resulting from such Change Orders with no cost of the Change Order passed on to the County; (c) the Change Order does not pose a material risk to public safety; and (d) the Change Order does not eliminate or change a materially important programmatic element or materially alter the design intent from the County approved design and drawings.

Any Change Order that is not permissible as provided in clauses (a) through (d) above shall be subject to the written approval of the County, which approval shall not be unreasonably withheld or conditioned. The County shall review any such Change Order within ten (10) Business Days from receipt of written notice of the Change Order. Failure by the County to respond within such ten (10) Business Days shall be deemed an approval. In the event the County rejects the proposed Change Order, the County shall provide to the Contractor within said ten (10) Business Day period, detailed comments outlining the reason why the County rejected the proposed Change Order. Any dispute under this Section shall be resolved by Dispute Resolution under Section 12.20. Until such time as the County approves the Change Order or the dispute is resolved by Dispute Resolution, the Contractor shall have the right to proceed with the CNG Project Work and other changes set

forth in the proposed Change Order so long as the Contractor shall be responsible for funding any cost overrun resulting from such Change Orders pending the final determination of responsibility for such cost overruns.

Within thirty (30) calendar days following the effective date of this Agreement, the Parties shall develop a Change Order management process that will outline the role of the Parties in processing and approving Change Orders in accordance with the terms of this Agreement.

5.5 Project Coordination Team. The Parties shall form an administrative committee that includes representation from the County, and the Contractor (the "Project Coordination Team") to perform the following functions: (a) receive any updated Construction Schedule; (b) receive reports pertaining to the Project Budget and any other aspects of the CNG Project; (c) receive other reports and information from the Design Professionals and the Construction General Contractor as provided in this Agreement; (d) maintain clear lines of communication to facilitate a successful CNG Project; (e) receive and review Change Orders; and (f) receive reports and records pertaining to the wage requirements. The Project Coordination Team shall have periodic (at least monthly) regular meetings and special meetings upon reasonable prior notice from any member of the Project Coordination Team during the construction of the CNG Project. Notwithstanding anything herein to the contrary, all communications and approvals by the County relating to the CNG Project shall be made directly to the Contractor.

5.6 Right to Inspect and Receive Information. The County shall be given an opportunity to inspect the Work and materials and to review Construction Documents as reasonably necessary to verify that the Work and materials are in general conformance with the CNG Program Objectives, Scope of Work and the Design Documents. The County shall receive in writing from the Contractor on a regular basis, and within the timeframes expressly set forth elsewhere in this Agreement, and if not set forth elsewhere no less than monthly, information regarding the progress of the CNG Project at each Project Site through the design phase and the construction of the CNG Project. During construction, the County shall receive advance notice of and have the right to attend all scheduled CNG Project meetings, and the right to inspect the CNG Project at all reasonable times, subject to reasonable restrictions imposed by the Contractor or Construction General Contractor. The Contractor shall make itself reasonably available to the County throughout the duration of the CNG Project Work in order to keep the County reasonably informed throughout the duration of the CNG Project Work. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from the Contractor, or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation.

5.7 Project Schedules.

(a) The Parties have attached a Master Project Schedule for each CNG Project Site, as Attachment 6. The Parties shall act reasonably in reaching agreement on amendments to material milestone dates on the Master Project Schedule and shall give due consideration to the recommendations of the Construction General Contractor. The Contractor shall update the Master Project Schedule monthly to reflect changes to the milestone dates reflected in the respective

construction schedules relating to the Work. Copies of the monthly updates shall be provided to the County for its review.

(b) The Contractor shall provide notice to the County of any amendments to any material milestone date contained in the Master Project Schedule and shall obtain the consent of the County to any amendment that would foreseeably result in a County caused overrun (including any amendments to milestone dates, float times, activity durations and connectivity logic). The Contractor shall provide any such proposed amendment to the County and the County shall provide its respective responses within ten (10) Business Days following receipt of the proposed amendment. Failure by the County to respond within such ten (10) Business Days shall not be deemed an approval. In the event the County does not approve the amendment, the County shall provide to the Contractor within said ten (10) Business Day period, detailed comments outlining the reason why the County does not approve the proposed amendment. In the event the proposed amendment is not approved or deemed approved by the County, the Contractor shall either continue the process until such time as the County has approved the amendment or submit the dispute for Dispute Resolution per Section 12.20. Other than for extensions resulting from Force Majeure, the Final Completion date in the Master Project Schedule shall not be extended without the prior written approval of the County.

(c) The Contractor shall provide to the County the Construction Schedule for each CNG Project Site issued by the Construction General Contractor and all updates to such Construction Schedule. The Construction Schedule shall set forth the construction start dates and time parameters required to meet the Substantial Completion, the Final Completion and all other major milestone dates set forth in the Master Project Schedule. The Construction Schedule shall utilize Microsoft Project or another format commonly used in the construction industry for large commercial construction projects. The Contractor shall cause the Construction General Contractor to update the Construction Schedule monthly. The Contractor has informed the County that the Construction Schedule initially calls for construction work to occur on-site from 6:30 a.m. - 6 p.m., with work on weekends as necessary from time to time. The County shall use reasonable best efforts to accommodate the on-site work hours required for the Construction General Contractor and its Subcontractors in order to meet the deadlines in the Construction Schedule, respectively.

(d) The Contractor shall use reasonable best efforts to achieve Final Completion prior to or by the date set forth in the Master Project Schedule, subject to extensions resulting from Force Majeure.

5.8 Punch List. The Architect and the Contractor, in consultation with the County, shall cause to be prepared a punch list of items to be completed by the Construction General Contractor after Substantial Completion so that the Work will be in general conformity with the Construction Documents. The Contractor shall provide the County with a copy of the punch list for review and informational purposes only. The Contractor shall use reasonable efforts to cause the Construction General Contractor to complete the punch list items as soon as reasonably practicable. All work shall be performed by the Construction General Contractor in a good and workmanlike manner in conformity with the Construction Documents so that on the Final

Completion date of the CNG Project building and facilities are in good working order and condition and ready for immediate use.

5.9 Ownership for Income Tax Purposes. The CNG Project and land comprising the Project Sites (other than easements) shall be owned solely by the County and no other person or entity shall have any ownership interest therein. All improvements, materials and equipment provided by the Contractor, or on its behalf, that become a part of the CNG Project shall, upon being added thereto or incorporated therein, be and become the property of the County. Depreciable assets shall be owned for income tax purposes by the person or entity who paid for or provided said assets. Such person or entity shall retain the sole beneficial and depreciable interest for income tax purposes (to the extent of its investment) in all such items. Neither the County nor any other person or entity shall have the right to take depreciation deductions with respect to such items, or claim any other right to income tax benefits arising from team depreciable assets.

5.10 Liens. The Contractor shall use commercially reasonable efforts to cause the CNG Project to be constructed in accordance with the Construction Documents free and clear of any and all Liens arising from the Work that encumber the property comprising the Project Sites. In the event any such Lien is filed by the Architect, Construction General Contractor, or any Subcontractors or suppliers, the Contractor shall cause said Lien to be discharged or transferred to appropriate bond within thirty (30) days of recording. If the Contractor does not discharge or transfer to appropriate bond any such Lien within thirty (30) days of recording, the County shall have the right, but not the obligation, to cause the Lien to be released by any means the County reasonably deems proper. The Contractor shall have the right to contest any such Lien in good faith.

5.11 Liquidated Damages. It is mutually understood and agreed by and between the Parties to this Agreement that time is of the essence with respect to the delivery of the buses and completion of the CNG County Stations and that the County will be damaged thereby. It would be difficult to determine the exact amount of the loss or damages suffered by the County due to the Contractor's failure to either maintain the required bonds or complete the Work as scheduled; therefore it is mutually agreed that the amount of said damages to be paid by the Contractor to the County shall be:

1. Liquidated damages in the amount of $77 per bus, for those buses that have been accepted, per day beyond the Substantial Completion date set forth in the Master Project Schedule for a Project Site, until Substantial Completion is reached at the Project Site.

2. Liquidated damages in the amount of $250 per day beyond the Final Completion date set forth in the Master Project Schedule for a Project Site, until Final Completion is reached at the Project Site, calculated from the Substantial Completion date.

The Contractor agrees to pay the stated amounts as fixed, agreed and liquidated damages, and not by way of penalty. The Contractor shall pay the County within 30 calendar days after receipt of a written demand by the County.

This clause will not apply to any failure to perform the Work due to a Force Majeure, if the Contractor, within five (5) days of any such failure to perform, provides notice to the County in writing of the causes of same and the facts relating thereto.

ARTICLE VI

WARRANTIES

6.1 Warranties. To the full extent practicable, the Contractor, Construction General Contractor, Subcontractor, supplier and manufacturer warranties with respect to the CNG Project shall name the Contractor and the County as intended beneficiaries of the warranties of all equipment and components installed at the Project Sites. The Contractor shall not knowingly take any action negating the Construction General Contractor's, and any Subcontractors', suppliers' and manufacturers' warranties, except for emergencies or matters of public safety and, with the prior consent of the County (which shall not be unreasonably withheld, denied or delayed).

6.2 Warranty Period. The Contractor warrants that all equipment and services, including plumbing and electrical work, performed, installed or assembled by the Contractor with respect to all Work performed at the Project Sites, which includes, but is not limited to, the CNG Equipment, all other equipment and components, the bus wash building and the diesel fuel equipment will be free from defects in material and workmanship for a period of twelve (12) months, or length of manufacturer warranty period, whichever is longer, following the Final Completion date.

6.3 Corrections. If any failure to conform to the preceding Warranty is reported in writing to the Contractor within said period and the County has operated and maintained (or caused to be operated and maintained) the County Stations equipment and components in accordance with good industry practice and the operating and maintenance instructions furnished by the Contractor to the County, the Contractor will correct such nonconformity either by making suitable repair to the County Stations or, in the case of any defective services, by suitable replacement services. Contractor shall bear all costs including the shipping cost of any equipment or part to be repaired or replaced pursuant to this Warranty.

6.4 Maintenance. Support and system maintenance by Contractor shall be as specified in Appendix G to the Master Developer Agreement, Compression of Natural Gas and Maintenance of CNG Equipment Agreement.

ARTICLE VII

INSURANCE

7.1 Insurance Requirements. The Contractor shall furnish to the Internal Services Department/Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida

33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below. In addition to the referenced certificates, Miami-Dade County reserves the right to request the applicable policy (policies) in its entirety.

Throughout the Planning Stage

Insurance due on effective date of this Agreement:

A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

Throughout the Design Stage

In addition to the insurance coverage required in A–C above, the following coverage is due prior to the design stage:

D. Professional Liability Insurance, the contractor shall provide or cause its Subcontractors to provide protection from claims arising from acts, errors or omissions arising from design, engineering, surveying inspections and related work undertaken in connection with this contract in an amount not less than $1,000,000. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

Throughout the Construction Stage

Insurance due prior to the Commencement of Construction:

A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis, including Explosion, Collapse and Underground Hazards and Completed Operations coverage, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be included as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. Policy shall be endorsed to provide Broadened Coverage for Covered Autos – Endorsement CA 9948 (or the equivalent) for the Business Auto, Motor Carrier and Truckers Coverage Forms.

D. **Prior to Occupying the site.** Completed Value Builders' Risk Insurance on an "all risk" basis in an amount not less than one hundred (100%) percent of the insurable value of the building(s) or structure(s). **The policy shall be in the name of Miami-Dade County and the Contractor A.T.I.M.A.** ***(Each facility is considered a separate project.)***

E. Pollution Liability Insurance in an amount not less than $5,000,000 combined single limit per occurrence for bodily injury, property damage, environmental impairment and when applicable, Asbestos Abatement Liability. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

F. Umbrella/Excess Liability policy follow form of the Commercial General, Automobile, Professional and Pollution Liability in an amount not less than $25,000,000 per occurrence. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

Throughout the Warranty Stage

Insurance due concurrent with the start of the warranty period:

A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis, including Explosion, Collapse and Underground Hazards, Products and Completed Operations Liability coverage in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, including Garage Keeper's Legal Liability, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

D. Pollution Liability Insurance in an amount not less than $5,000,000 combined single limit per occurrence for bodily injury, property damage and environmental impairment. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

E. Umbrella/Excess Liability policy follow form of the Commercial General, Automobile, Professional and Pollution Liability in an amount not less than $25,000,000 per occurrence.

Appendix C

Miami-Dade County must be shown as an additional insured with respect to this coverage.

The Contractor shall have the right to procure such other insurance coverages for the CNG Project that, in the Contractor's opinion, are appropriate for the risk exposures that are incident to the design and construction of a CNG facility or that are incident to the CNG Project.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "**A-**" as to management, and no less than "**Class VII**" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) Business Days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) Business Days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) Business Days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County

at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County may suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

7.2 Government Relief Grant. In the event of a casualty resulting from a named storm, terrorist act or other occurrence eligible a Government Relief Grant, the County shall work in good faith with the Contractor to apply for all appropriate Government Relief Grants with respect to such casualty, and shall use reasonable efforts to obtain the largest amount of such grants without jeopardizing the ability to obtain funding for essential projects affecting public health and safety. Any such grants must be applied to fund the repair or replacement as specifically outlined in the specifically applicable award of the Government Relief Grant to the extent they provide funds for casualty repair work.

ARTICLE VIII

REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 County Representations, Warranties and Covenants. The County represents, warrants and covenants to the Contractor that the County has full power and authority to enter into this Agreement, and the execution, delivery, and performance of this Agreement by the County have been duly authorized by all necessary governmental action (other than the various customary regulatory approvals, licenses and permits which are required for the development, construction, use and operation of the CNG Project). The County Mayor or his designee is the party duly authorized to execute and deliver this Agreement on behalf of the County and has so executed and delivered this Agreement. All necessary governmental action required by the County has been taken to duly authorize the execution, delivery and performance by the County pursuant to this Agreement. This Agreement is a valid and binding obligation of the County, enforceable against the County in accordance with its terms.

8.2 Contractor Representations, Warranties and Covenants. The Contractor represents, warrants and covenants to the County that:

(a) The execution, delivery and performance by the Contractor of this Agreement have been duly authorized by all necessary limited liability company action of the Contractor and will not violate the Contractor's certificate of formation or limited liability company agreement, or other agreement or instrument to which the Contractor is a party or by which the Contractor or its assets may be bound or affected. All consents and approvals of the Contractor required in connection with the Contractor's execution of this Agreement have been obtained.

(b) Except as otherwise disclosed to the County in writing, to its knowledge, no suit is pending against or affects the Contractor which has been served upon or of which the Contractor has knowledge which could have a material adverse effect upon the Contractor's performance under this Agreement or the financial condition or business of the Contractor. There are no outstanding judgments against the Contractor.

(c) The Contractor has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement or the Master Developer Agreement, other than normal costs of conducting business and costs of professional services such as the services of architects, engineers and attorneys.

(d) The execution, delivery and performance of this Agreement and the Master Developer Agreement are not prohibited by and do not conflict with any other agreements, instruments, judgments or decrees to which the Contractor is a party or is otherwise subject.

(e) The Contractor has received no notice as of the date of execution of this Agreement asserting any noncompliance in any material respect by the Contractor with any Applicable Laws with respect to the transactions contemplated in and by this Agreement and the Master Developer Agreement; and the Contractor is not in default with respect to any judgment, order, injunction or decree of any Governmental Authority which is in any respect material to the transactions contemplated in and by this Agreement and the Master Developer Agreement.

8.3 Mutual Covenants.

(a) The Parties shall execute or cause to be executed any further documents and take any further actions as may be reasonably necessary or expedient in order to consummate the transactions provided for in, and to carry out the purpose and intent of, this Agreement and the Master Developer Agreement, subject, however, in all instances to any necessary Board of County Commissioners approvals.

(b) In exercising its rights and fulfilling its obligations under this Agreement and the Master Developer Agreement, each of the Parties shall act in good faith.

(c) No Party shall terminate this Agreement on the grounds of ultra vires acts or for any illegality or on the basis of any challenge to the enforceability of this Agreement, except as otherwise permitted in this Agreement or in the Master Developer Agreement.

(d) All covenants, representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement. No action taken pursuant to or related to this Agreement, including any investigation by or on behalf of a Party shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, condition or agreement in this Agreement. The respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination or expiration thereof, shall survive termination or expiration hereof.

Appendix C

ARTICLE IX

DEFAULTS AND REMEDIES

9.1 Contractor Default. In addition to the events of default defined in Article 37, Event of Default, of the Master Developer Agreement, each of the following shall constitute an event of default by the Contractor hereunder (a "Contractor Default"):

(a) If any representation or warranty made by the Contractor in this Agreement shall at any time prove to have been incorrect in any material respect as of the time made, and the Contractor fails to cause such representation or warranty to become correct within thirty (30) calendar days after written notice thereof is given to the Contractor by the County; provided, however, that if it is not reasonably possible to cause such representation or warranty to become correct within such thirty (30) day period, such cure period may be extended by the County for up to one hundred eighty (180) calendar days following the date of the original notice if within thirty (30) calendar days after such written notice the Contractor commences and thereafter diligently continues to cause such representation or warranty to become correct.

(b) If the Contractor fails to pay any amount payable by the Contractor under this Agreement and fails to cure the same within thirty (30) calendar days after written notice to the Contractor from the County.

9.2 Notice of Default. The notice of default and opportunity to cure provisions are provided in Article 38, Notice of Default – Opportunity to Cure, of the Master Developer Agreement.

9.3 Remedies. If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default pursuant to Article 39, Remedies in the Event of Default, of the Master Developer Agreement.

In addition to any other rights in this Sub-Agreement and the Master Developer Agreement, the County also has the following options:

(a) to complete construction and installation of equipment for the CNG Project;

(b) to make changes in the Design Documents which shall be necessary or desirable to complete the CNG Project, as the case may be;

(c) to retain or employ new contractors, subcontractors, architects, engineers and inspectors;

(d) without inquiring into and without respect to the validity thereof, to pay, settle or compromise all existing bills and claims which may be Liens, or to avoid such bills and claims becoming Liens, against a Project Site, as the case may be or as may be necessary or desirable for the completion of the construction and equipping of the CNG Project;

(e) to prosecute and defend actions or proceedings in connection with the CNG Project;

(f) to take action and require such performance as the County deems necessary or advisable under any of the payment and/or performance bonds and to make settlements and compromises with the surety or sureties thereunder, and in connection therewith, to execute instruments of release and satisfaction;

(g) to do any and every act which the Contractor might do in its own behalf with respect to a Project Site, it being understood and agreed that this power of attorney shall be a power coupled with an interest and cannot be revoked; and

(h) exercise or pursue any other remedy or cause of action permitted at law or in equity or under this Agreement or the Master Developer Agreement.

ARTICLE X

TERMINATION

This Agreement may be terminated or work suspended pursuant to Article 36, Termination and Suspension of Work, of the Master Developer Agreement.

ARTICLE XI

INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities pursuant to Article 17, Indemnification, of the Master Developer Agreement and all other indemnification provisions herein.

ARTICLE XII

MISCELLANEOUS

12.1 Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered in accordance with Article 6, Notice Requirements, of the Master Developer Agreement.

12.2 Amendment. This Agreement may not be amended or modified except in writing signed and duly executed by the Parties.

12.3 Binding Effect. This Agreement shall be binding upon the Parties and their respective successors and assigns, subject to the limitations on transfer stated herein.

12.4 Waiver. Waiver by any Party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement. Any waiver must be in writing and signed by the Parties.

12.5 Assignment. The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

12.6 Headings. The headings in this Agreement are included for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or of its provisions.

12.7 Severability. If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

12.8 Absence of Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to (a) confer upon any Person other than the Parties and their permitted successors and assigns any rights or remedies under or by reason of this Agreement as a third-party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a Party to this Agreement to maintain an action pursuant to or based upon this Agreement.

12.9 Governing Law. The governing law provisions are provided in Article 51, Governing Law, of the Master Developer Agreement.

12.10 Time of Essence. Time is of the essence with respect to the performance of each of the covenants and obligations contained in this Agreement.

12.11 Relationship of Parties. No partnership or joint venture is established among the Parties under this Agreement. Except as expressly provided in this Agreement, no Party or its officers, elected or appointed officials, employees, agents, independent contractors or consultants shall be considered employees or agents of any other Party or to have been authorized to incur any expense on behalf of any other Party or to act for or to bind any other Party. No Party shall be liable for any acts, omissions or negligence on the part of the other Party or their employees, officials, agents, independent contractors, licensees and invitees. The Contractor is an independent contractor of the County.

12.12 Antidiscrimination Clause. The antidiscrimination clause is provided in Article 47, Nondiscrimination, of the Master Developer Agreement.

Appendix C

12.13 Disabilities Act. The Disabilities Act clause is provided in Article 47, Nondiscrimination, of the Master Developer Agreement.

12.14 Sovereign Rights. The Parties are aware and understand that the County is a government agency entitled to sovereign immunity under the laws of the State of Florida. This concept, among other matters, limits the liability of County in tort actions and also restricts the ability of County to provide indemnification and/or insurance beyond the strict limits set forth in the statute on sovereign immunity. As such, notwithstanding any other provisions of this Agreement to the contrary notwithstanding, none of the provisions contained herein shall waive or modify in any way whatsoever the provisions of sovereign immunity as they apply to County. County does not in any way waive any of the provisions regarding sovereign immunity.

Notwithstanding and prevailing over any contrary provision in this Agreement, any County covenant or obligation that may be contained in this Agreement shall not bind the Board of County Commissioners, the County's Planning and Zoning Department, Regulatory and Economic Resources, the Commission or any other County, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the County or other applicable governmental agencies in the exercise of its police power.

12.15 Force Majeure. The definition of Force Majeure and the applicable general provisions are provided in Article 40, Force Majeure, of the Master Developer Agreement.

12.16 Substitution of Personnel. The substitution provisions are provided in Article 30, Substitution of Personnel, of the Master Developer Agreement.

12.17 Books and Records; Audit. The audit provisions are provided in Article 26, Audits, of the Master Developer Agreement.

12.18 Inspector General.

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, Subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Appendix C

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to this Contract which may be federally or state funded where federal or state law or regulations preclude such a charge. **Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.**

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

12.19 Commission Auditor. The Commissioner Auditor clause is provided in Article 26, Audits, of the Master Developer Agreement.

12.20 Dispute Resolution. The dispute resolution provisions are provided in Article 22, Authority of the County Project Manager, of the Master Developer Agreement.

Appendix C

Appendix C

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor	Miami-Dade County
By: _____	By: _____
Name: Jon P. Fjeld-Hansen	Name: Carlos A. Gimenez
Title: Vice President	Title: Mayor
Date: 9/1/2016	Date: _____
Attest: _____ Corporate Secretary/Notary Public	Attest: _____ Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
ASHLEY DUPLECHIEN Notary Public, State of Texas Comm. Expires 02-17-2020 Notary ID 130542796	_____ Assistant County Attorney

Attachment 1

Central Location – Miami, FL
Miami-Dade Transit
Compressed Natural Gas Facility
CNG Station, Diesel, Wash, Maintenance Upgrade
Scope of Work
June 23, 2016

Project Description
The Scope of Work includes a list of major equipment and components for the installation of a new compressed natural gas (CNG) fueling station and construction of a new fuel and wash building. The CNG station includes concrete foundations, natural gas chromatograph, CNG equipment, piping, electrical conduit and cable, equipment room and paving. There will be a private, 4 lane transit fueling area and a separate 2 lane public fueling area. The private fueling area for transit buses will be constructed to include new fuel, wash and detail clean buildings. This requires the demolition of existing buildings. The public fueling area will be accessible from NW 32nd Avenue. This will be separated from the transit bus base by a CMU wall for security. In addition, upgrades will be done to two existing maintenance buildings for CNG code compliance.

Project Location
Central Bus Garage
Miami-Dade Transit
3431 NW 31st St
Miami, FL 33142

Existing Conditions
Below is a site picture:



Attachment 1

Detailed Scope of Work
Compressed Natural Gas Station

1. **Trillium Supplied CNG Equipment**
   A. Three (3) 600 HP Ariel JGR/4-3 stage compressors each capable of 2,250 SCFM at 200 psi
   B. One (1) 5" HyC Compressor
   C. Two (2) FSD-A-21-6 Natural Gas Dryers
   D. One (1) Master Control Panel
   E. Nine (9) ASME Storage Vessels
   F. Four (4) Single Hose Transit Dispensers
   G. One (1) Twin Hose Public Dispenser
   H. One (1) Single Hose Public Dispenser
   I. Four (4) Backlot Fuel Management Terminals
   J. One (1) Public Fuel Management Terminal
   K. One (1) Smart Defuel Panel
   L. One (1) Trillium Transit Valve Panel
   M. One (1) Trillium Public Valve Panel
   N. Ten (10) Security Cameras for fueling areas
   O. One (1) 2,500 Amp Main Breaker and ATS
   P. One (1) 2,500 Amp Motor Control Center
   Q. One (1) 1.5 MW Diesel Generator
   R. One (1) Twin Air Compressor system with air dryer
   S. One (1) Natural Gas Chromatograph
   T. Transformer 45kva
2. **Utilities**
   A. Natural gas
      a. Trench from 31st St natural gas line to new gas meter (MSA) located at equipment area.
      b. Supply and install 6" FBE natural gas pipe from existing utility line to MSA including cathodic protection.
      c. Fill trench with sand and soil and compact.
      d. Dispose of excavated material.
   B. Electric Power
      a. Trench from 31st electric utility power line to utility supplied transformer at CNG equipment area.
      b. Supply and install underground conduit and cable from utility to transformer.
      c. Fill trench with slurry and soil.
      d. Dispose of excavated material.

3. **Structural**
   A. Foundations and underground
      a. Trench for underground electric conduits and gas piping.
      b. Area is currently sloped and will require additional compacted base material to bring to level area.
      c. Install 12" concrete foundations with #5 rebar O.C - E.W. for equipment area and fueling canopy area.
      d. Supply compaction and concrete testing reports.
      e. Fill trench with layer of sand and slurry backfill.

f. Supply and erect steel roof over electrical gear.

B. Equipment Installation
   a. Install three compressors (12 x 1"x10"anchors) ea , two dryers (6 x 5/8"x10"anchors) ea, Hy-C compressor (8x5/8"x10" anchors), storage vessels (16 x 7/8"x 12" anchors) total , vent stack (4 x 5/8"x10"anchors), generator (14 x ¾"x10" anchors) ea., dispensers (4 CNG at backlot & 2 CNG at public area), electrical gear and valve panel.
   b. Supply and install four (4) CNG transit dispenser pits and two (2) public CNG dispenser pits.
   c. Supply and install storage room with lighting and HVAC in the CNG compressor compound.
   d. Install defuel panel and anchor to concrete.
   e. Supply and install new guard building, completely pre-assembled, pre-finished and pre-wired Vista Series Aluminum Booth built to withstand 150mph hurricane force winds. Includes new underground water line and sewer line.
   f. Supply and install a natural gas chromatograph between the MSA and gas dryer to monitor the methane content of incoming gas supply.

C. Canopy
   a. Install public canopy footings (5ft x 5ft x 5ft) foundations each column, supply and install anchor bolts (4 x 1.25" x 30" anchors) ea column.
   b. Supply and installation of canopy by Trillium.

D. Fencing, CMU Wall & Bollards
   a. Supply and install 8ft high chain link fence with slats, 4" dia. galvanized posts, one 12ft rolling gate and six (6)man gates around CNG equipment area.
   b. Supply and install CMU wall (concrete filled block) and footing foundation in equipment area between electrical gear and equipment. Compact subgrade and install 6" base material below CMU foundation.
   c. Demo the existing concrete wall along 32nd Ave for public fueling area.
   d. Supply and install CMU wall (concrete filled block) and foundation along 32nd Ave along new public driveway. Compact subgrade and install 6" base material below foundation.
   e. Supply and install 6" dia. galvanized steel sch 40 bollards concrete filled. Painted orange. Bollards are located around equipment compound, canopy and dispensers.

4. Mechanical
   a. Supply and install tubing, piping and flanges from MSA to dryers and compressors. Supply and install a double braided flex connection minimum rating of 300psi before each dryer and each compressor.
   b. All CNG valves supplied and installed by Trillium.
   c. Supply and install one test station and two 32 lb magnesium anodes per underground piping run and every 100ft. Coat underground pipe with polykin YG-III protectant. Underground tubing to be installed in 2' pvc pipe.
   d. Supply and install 1" vent tubing from dispensers through canopy and fuel building and 3 ft above.
   e. Support above grade piping with double unistrut every 5ft.
   f. Supply and install 3" dia sch 80 vent stack 10ft tall with blind flange anchored to concrete.
   g. Supply and install compressed air tubing from air compressor to air dryer, CNG compressors, CNG dryers, valve panel and backlot dispensers.
   h. Install air compressor, air dryer, and 30 gal air compressor tank. Air compressor and air dryer supplied by Trillium.
   i. Supply and install underground water, sewer and electrical to guard building.

j. Supply and install natural gas line to fuel building to support NG fired steam clean equipment.

5. Electrical
   a. Install and anchor electrical gear (main breaker, MCC, ATS & transformer) in equipment compound against CMU wall.
   b. Supply and install PVC below grade and RGS above grade conduit. Supply and install cable and seal offs. Supply and install equipment area lights (Dailight wall pack LED Safesite).
   c. Supply and install conduit and cable to canopy lights (two per lane). Canopy lights supplied and installed by Trillium.
   d. Supply and install ESD buttons (Eaton 10250T7007) on 4ft unistrut stands and canopy columns.
   e. Supply and install grounding cable, grounding rods, traffic rated covers between equipment, electrical, structures and fencing.
   f. Supply and install lightning protection system for equipment area and canopy.
   g. Supply and install Avigilon 4k cameras; two per lane at backlot loading and one for each lane on the public fueling.

6. Fueling Building
   A. Install underground gasoline and diesel piping, CNG piping and conduit
   B. Install concrete foundations and fuel islands for building and fuel tanks.
   C. Erect fuel building consisting of two CMU walls, concrete columns and concrete roof.
   D. Relocate and install two existing fuel tanks on new concrete foundation and associated pumps.
   E. Install existing antifreeze tank and associated pump and piping.
   F. Supply and install two (2) gasoline dispensers and two (2) diesel dispensers and pits.
   G. Supply and install six (6) hose reels in each bus fueling lane.
   H. Supply and install vacuum system with three (3) hoses per lane.
   I. Install fuel management system with RFID loops to accommodate both 40' and 60' buses.

7. Bus Wash Building

The bus wash shall have two drive-through wash lanes and a third lane for chassis steam cleaning. Overall dimensions of the bus wash are 90ft long x 60ft wide.

   A. Install 12" concrete foundation with trench drain in each of the three lanes. Supply and install grating over trench.
   B. Install two 90ft long CMU walls with concrete support columns every 20ft.
   C. Install concrete truss roof system.
   D. Supply and install lighting and main breaker panel.
   E. Bus wash system supplied and installed by Trillium. Ross & White brand or equivalent.
      i. Two drive-through wash lanes, with speed indicator for employees
      ii. Stainless steel on as many parts as practical. Hot dipped galvanized on larger parts if stainless is not available.
      iii. Brushes able to clean the front and back of bus.
      iv. Heavy duty tire guides with floor stainless steel slide plates, rotating guides at beginning.
      v. Oscillating tire washers and spinners.

vi. Reverse Osmosis wash on window area only.
vii. Stationary drag mop.
viii. Stainless steel piping.
ix. Blower drying.
x. Supply all pumps and reclaim systems.

F. Chassis wash / steam clean
   i. Chassis steam clean lane to include a drive-on parallelogram lift, to support 75,000 pounds, 48' long.
   ii. Steam clean equipment includes hot water pressure washer, natural gas fired. Equipment to be Hotsy model 5745SS or equivalent, with 48" cleaning wand and associated accessories.

G. Supply and erect maintenance room for house control panels, pumps and detergent tanks.
   i. Fluid storage to include 500 gallons of engine oil per oil type (CNG and diesel buses)
   ii. 280 gallons of transmission fluid
   iii. 280 gallons of antifreeze
   iv. 4000 gal DEF tank

8. Detail Building

The detail area will be an open bay 64ft wide by 70ft long with covered canopy.

A. Supply and install 64ft x 70ft canopy with columns and foundations.
B. Supply and install four (4) 4k security cameras mounted at each corner of the detail building.
C. Supply water spigots and underground piping at eight (8) locations in the detail area.
D. Supply and install drain trench with grating and sump system to be collected in tank.
E. Supply and install sixteen (16) overhead lights with cable and conduit to breaker panel.

9. Commissioning and completion

A. Responsible for cleaning natural gas carbon steel pipe and stainless tube from shavings and debris.
B. Pressure and leak test pipe and tubing. Provide reports
C. Seal all electrical seal offs.
D. Coordinate with inspectors.
E. Correct non-conforming work written up by inspectors.
F. Provide red line "as-built" drawings.
G. Support for two weeks of station testing

10. Work by Trillium

A. New pavement at location of demolition fuel, wash and storage buildings.
B. Supply and installation of public fueling canopy.
C. Bus wash system and associated pumps and piping.

11. Work by County

A. Parking lot striping.

12. List of Drawings

STRUCTURAL:
S-1 PLOT LAYOUT

Attachment 1

S-2 SITE LAYOUT
S-3 BUS PATH
S-4 PUBLIC STATION SITE LAYOUT
S-5 PUBLIC STATION SITE LAYOUT
S-6 PUBLIC STATION TRUCK PATH

MECHANICAL
P&ID PIPING & INSTRUMENTATION DIAGRAM

ELECTRICAL:
E-1 ELECTRICAL ONE LINE DIAGRAM

Upgrade Maintenance Buildings for CNG Compliance

Operation and Inspection Building

The Central Facility Maintenance building is a concrete building constructed with a double-tee roof structure that forms pockets between webs. A small bridge crane is installed in an area of the building. There are maintenance bays on each end of the building with a 2-story office area in the middle. Specific areas of the building include a tire shop, chassis wash, machine shop, office/support spaces and a battery charging room.

A. Install infrared methane detectors in the indoor vehicle maintenance bays, with a gas detection control panel. Since the double-tee webs appear to exceed 18 inches in depth, locate gas detectors in the pockets that contains light fixtures. Remaining pockets contain no ignition sources. Detectors will be addressable, and the control panel will be capable of logging alarms and trouble alerts by detector. Control panel will provide output relays to activate equipment in response to alarms, and send alarm messages to designated response personnel.
B. Install supplemental two-speed roof or wall fans to exhaust air at 5 air changes per hour continuously in indoor areas (inside coiling overhead doors), and 7 air changes in the event of methane detection.
C. Install circulating fans to direct air through beam pockets in the ceiling.
D. Interlock select overhead doors with gas detector panel to automatically open in the event of methane detection.
E. Seal transfer grilles for make-up-air for exhaust systems in rooms adjacent to vehicle repair areas, and provide ducted make-up, or ventilation from outdoors. The louvered doors to the battery charging room is one such location.
F. Balance air distribution in non-vehicle areas to have positive pressure relative to the vehicle areas using existing equipment.

G. Install shunt-trip breakers on select equipment with increased potential to create open arcing, or sparks, if operated such as cranes with open bus power supplies and welding outlets.
H. Upgrade the existing preventative maintenance building to CNG compliance including additional ventilation, methane detection and building modifications.

Major Overhaul Building

The Central Facility's Major Overhaul building is a concrete structure constructed with concrete beams at the roof structure. Specific areas of the building include prep bays and paint booths, machine shop, office/support spaces, battery charging room, air compressors fenced area, office/support spaces, and repair bays.

A. Install infrared methane detectors in the indoor vehicle repair bays, with a gas detection control panel. Detectors will be addressable, and the control panel will be capable of logging alarms and trouble alerts by detector. Control panel will provide output relays to activate equipment in response to alarms, and send alarm messages to designated response personnel.
B. Install infrared methane detection outside of paint booth area with an emergency exhaust fan. Methane detection is not necessary to have within the paint booth itself.
C. Install supplemental two-speed roof or wall fans to exhaust air at 5 air changes per hour continuously in indoor areas (inside coiling overhead doors), and 7 air changes in the event of methane detection.
D. Interlock select overhead doors with gas detector panel to automatically open in the event of methane detection.
E. Seal transfer grilles for make-up-air for exhaust systems in rooms adjacent to vehicle repair areas, and provide ducted make-up, or ventilation from outdoors. The louvered doors to the battery charging room is one such location.
F. Locate welding and grinding operations away from Repair Bays and construct partitions or separate enclosures for the welding and grinding operations.
G. Balance air distribution in non-vehicle areas to have positive pressure relative to the vehicle areas using existing equipment.
H. Install shunt-trip breakers on select equipment with increased potential to create open arcing, or sparks, if operated such as cranes with open bus power supplies and welding outlets.

TRILLIUM CNG
Making CNG Work for You
PLOT LAYOUT
FL MIAMI
CENTRAL DIVISION
CNG FUELING STATION
S-1

TRILLIUM CNG
Making It Work for You
FL MIAMI
CENTRAL DIVISION
CNG FUELING STATION
CNG FUELING STATION
EQUIPMENT LAYOUT
S-2
1.5 MW
GEN SET
XFMR

TRILLIUM CNG
Making CNG Work for You
FL MIAMI
CENTRAL DIVISION
CNG FUELING STATION
CNG FUELING STATION
BUS PATH
S-3
WASH
SUPPORT
DETAIL
FUEL
NEW EMPLOYEE PARKING (40)
IPPING

Attachment 2

TRILLIUM CNG
Making Work for You

SUBMITTAL	
ARCHITECT	2401 NW 31ST STREET MIAMI, FL 33142
PROJECT	FL MIAMI CENTRAL DIVISION CNG FUELING STATION
DRAWING	PUBLIC STATION SITE LAYOUT
SHEET	S-4

TRILLIUM CNG
Making CNG Work for You
FL MIAMI
CENTRAL DIVISION
CNG FUELING STATION
PUBLIC STATION
SITE LAYOUT
S-5
NEW BOLLARD TYP
NEW CANOPY SUPPORT
NEW PUBLIC CNG
TWIN HOSE DISPENSER
NEW FUELING ISLAND
NEW CMU WALL
MAINTENANCE
GARAGE WALL
12'-0"
4'-0"
30'-0"

TRILLIUM CNG
Making CNG Work for You
PROPOSAL
3401 NW 31ST STREET
MIAMI, FL 33142
PROJECT
FL MIAMI
CENTRAL DIVISION
CNG FUELING STATION
DRAWING TITLE
PUBLIC STATION
TRUCK PATH
S-6
NW 32ND AVE
EXISTING HEAVY
MAINTENANCE BUILDING

TRILLIUM CNG
Making ... Work for You
REVISIONS
DESIGNED BY
CHECKED
DRAWING TITLE
FL MIAMI
CENTRAL DIVISION
CNC FUELING STATION
DRAWING TYPE
PIPING &
INSTRUMENTATION
DIAGRAM
SHEET
P&ID
SHEET
NOTES:
1. VALVE SIZES NOT CALLED OUT ON THE DRAWING
THE LINE THE VALVES ARE SERVING
2. CONTRACTOR SHALL VERIFY AND MEET AHJ CODES
3. ALL SECTIONS VALVES ARE NORMALLY CLOSED (NC)
4. ALL CARBON STEEL PIPING SHALL BE A106 GRADE B CARBON
STEEL
5. VALVES, COMPRESSORS, DISPENSERS, PANELS, AIR TANK
AND INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.

TRILLIUM CNG
Making CNG Work for You
FL MIAMI
CENTRAL DIVISION
CNG FUELING STATION
ELECTRICAL
ONE LINE DIAGRAM
E-1
480 VOLT ONE-LINE DIAGRAM

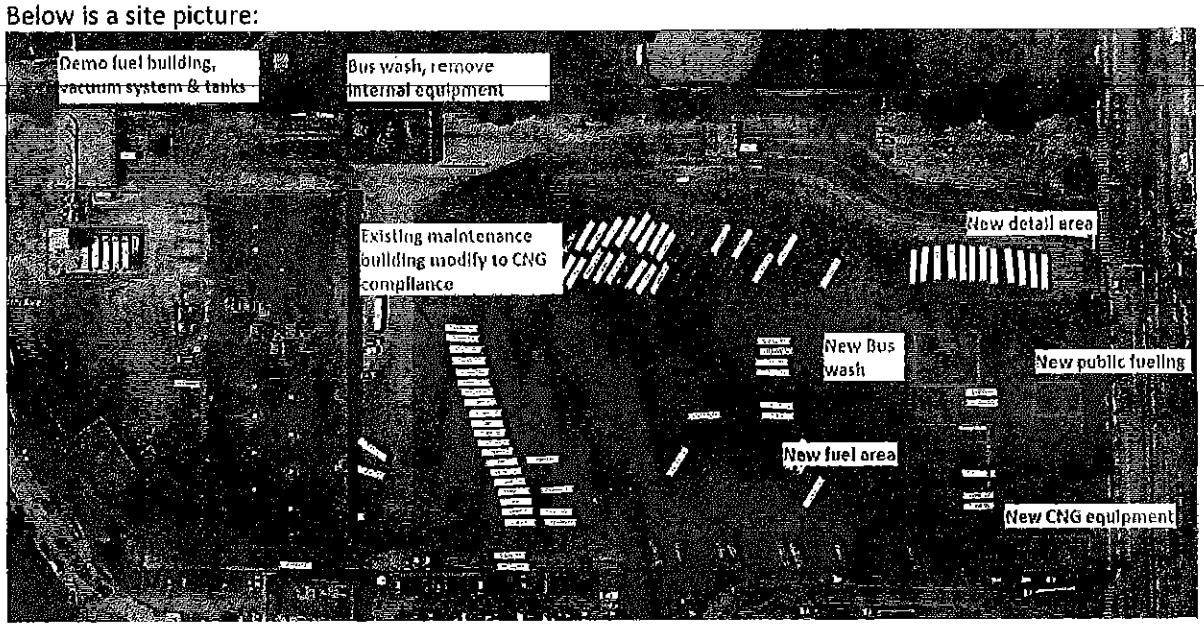
Attachment 3

Coral Way Location - Miami, FL
Miami-Dade Transit
Compressed Natural Gas Facility
CNG Station, Diesel, Wash, Maintenance Upgrade
Contractor Scope of Work
June 23, 2016

Project Description
The Scope of Work includes a list of major equipment and components for the installation of a new compressed natural gas (CNG) fueling station. The CNG station includes concrete foundations, natural gas chromatograph, CNG equipment, piping, electrical conduit and cable, equipment room and paving. There will be backlot transit fueling area and a separate public fueling area. Construct new fuel, bus wash and detail buildings. Upgrade the existing preventative maintenance building to CNG compliance. Demolition of fuel building and equipment removal from bus wash under a separate scope of work.

Project Location
Coral Way Bus Garage
Miami-Dade Transit
2776 SW 74th Ave
Miami, FL 33155

Existing Conditions
Below is a site picture:



Attachment 3

Detailed Scope of Work
Compressed Natural Gas Station

1. Utilities
   A. Natural gas
      i. Trench from 72nd Ave natural gas line to new gas meter (MSA) located at equipment area, approximately 200ft.
      ii. Supply and install 6" carbon steel FBE coated natural gas pipe from existing utility line to MSA including cathodic protection.
      iii. Fill trench with sand, slurry and compact.
      iv. Dispose of excavated material.
      v. Return existing surfaces to the original condition.

   B. Electric Power
      i. Trench from 72nd Avenue electric utility power line to utility supplied transformer at CNG equipment area, approximately 200ft.
      ii. Supply and install underground conduit and cable from utility connection to transformer. Transformer supplied by utility.
      iii. Fill trench with sand, slurry and soil.
      iv. Dispose of excavated material and pavement.
      v. Return existing surfaces to the original condition.

2. Structural
   A. Foundations and underground
      i. Trench for underground electric conduits and gas piping.
      ii. Install 16" concrete foundations with #5 rebar O.C - E.W., two mats, for equipment area.
      iii. Fueling area and driveways will be paved with 8" concrete #5 rebar at 12" O.C – E.W.
      iv. Supply compaction and concrete testing reports.
      v. Fill trench with layer of sand and slurry backfill.
      vi. Construct CMU wall building with metal roof and man doors for electrical gear.
   B. Equipment Installation
      i. Install CNG compressors ((12) 1"x10"anchors) ea , dryers ((6) 5/8"x10"anchors) ea, Hyc compressor ((8) 5/8"x10" anchors), storage vessels ((16) 7/8"x 12" anchors) total , vent stack ((4) 5/8"x10"anchors), generator ((14) x ¾"x10" anchors) ea., CNG and diesel dispensers ((4) ½" x 6" anchors) ea., electrical gear ((24) ½" x 6")ea., and valve panel ((4) ½"x 6" anchors)ea.
      ii. Supply and install four (4) transit dispenser pits and two (2) public dispenser pits.
      iii. Supply and install storage room with lighting and HVAC.
      iv. Install defuel panel and anchor to concrete.
      v. Supply and install a natural gas chromatograph between the MSA and gas dryer to monitor the methane content of incoming gas supply.
   C. Public Canopy
      i. Install public canopy footing (5ftwide x 5ftwide x 8ft deep) foundations at each column, install anchor bolts (4 x 1.25" x 30" anchors) ea column.
      ii. Supply and install two (2) 4k PTZ security cameras with explosion proof enclosures. Preferred model Avigilon HD Pro.
      iii. Supply and installation of canopy by Trillium.

Attachment 3

D. Fencing, CMU Wall & Bollards
   i. Supply and install 8ft high chain link fence, 4" dia. galvanized fence posts, one (1)12ft rolling gate and six (6) man gates around equipment area.
   ii. Demo one (1) 30ft opening in the existing fence along 72nd Ave for public fueling area. Install temporary security gate at openings. Remove curbs and trees as necessary.
   iii. Provide temporary security fencing during construction around disturbed area.
   iv. Supply and install 8ft chain link fence along 72nd ave along new public driveway. Compact subgrade and install 6" base material below foundation.
   v. Supply and install 6" dia. galvanized steel sch 40 bollards concrete filled. Painted orange. Bollards are located around equipment compound, fueling islands, canopy and dispensers.

3. Mechanical
   A. Supply and install tubing, piping and flanges from MSA to dryers and compressors. Supply and install a double braided flex connection minimum rating of 300psi before each dryer and each compressor.
   B. All CNG valves supplied and installed by Trillium.
   C. Supply and install one test station and two 32 lb magnesium anodes per every 100ft of underground carbon steel piping run. Underground pipe to be FBE coated and hand wrap joints. Underground tubing to be installed in 2" pvc pipe sleeves.
   D. Supply and install 1" vent tubing from dispensers through canopy and fuel building and 3 ft above.
   E. Support above grade piping with double unistrut every 5ft.
   F. Supply and install 3" dia sch 80 vent stack 10ft tall with blind flange anchored to concrete.
   G. Supply and install compressed air tubing from air compressor to air dryer, CNG compressors, CNG dryers, valve panel and backlot dispensers.
   H. Install compressed air tubing from air compressors / dryer located in fuel building to CNG compressors, dryer, ESD valve, valve panel, air tank and dispensers.
   I. Supply and install 3" PVC piping from blower in storage room to Hy-C compressor.
   J. Install two (2) purge fans on top of canopy and PVC piping to dispensers.

4. Electrical
   A. Install and anchor electrical gear (main breaker, MCC, ATS & transformer) in equipment compound against CMU wall.
   B. Supply and install PVC below grade and RGS above grade conduit. Supply and install cable and seal offs. Supply and install equipment area lights (hazardous-rated LED wall packs).
   C. Supply and install conduit and cable to canopy lights (two per lane). Canopy lights supplied and installed by Trillium.
   D. Supply and install ESD buttons (Eaton 10250T7007) on 4ft unistrut stands and canopy columns.
   E. Supply and install grounding cable, grounding rods, and ground test station with traffic rated covers between CNG equipment, electrical equipment, structures and fencing.
   F. Supply and install lightning protection system for fueling building, bus wash, detail area and public canopy.

Fuel Building

1. Construct 12" concrete foundation, CMU wall, support columns and roof over fuel area.

2. Install underground diesel piping, CNG piping and conduit, tanks, oil separator, sump collection system, dispensers, hose reels and vacuum system.
3. Install concrete fuel islands for dispensers and concrete foundation for fuel tanks.
4. Install two existing fuel tanks on new concrete foundation and associated pumps. Cleanout existing gas and diesel tanks prior to installation.
5. Supply and install two (2) gas dispensers and two (2) diesel dispensers and pits.
6. Install four (4) Trillium supplied CNG dispensers.
7. Supply and install two (2) ESD buttons per lane and cable to CNG master panel.
8. Supply and install fuel management terminal at each island. Fuel management terminal shall be electrically connected to CNG dispenser, gas/diesel dispenser, and each fluid hose reel. Preferred manufacturer EJ Ward or equivalent.
9. Construct CMU building with office, two bathrooms, and mechanical room.
10. Supply and install the following double walled concrete lined tanks and pumps in the mechanical room (if capacities called out are not readily available supply the next largest standard size); Two (2) 500gal engine oil tanks (CNG and diesel buses), one (1) 280 gal transmission oil tank, one (1) 280 gal antifreeze tank and one (1) 4000 gal DEF tank. Each tank, including gas and diesel, shall have a new electronic fluid level monitoring system.
11. Supply and install two (2) 20hp air compressors and one twin tower desiccant dry. Install piping to hose reels.
12. Supply and install retractable hose reels at each lane for fluids mentioned above.
13. Supply and install four (4) vacuum systems, one for each lane. In addition, each lane will have three (3) hose connections.
14. Supply and install seven (7) 4k PTZ security cameras with explosion proof enclosures. Preferred model Avigilon HD Pro.
15. Supply and install trench drain with oil/water separator system.

Bus Wash Building

The bus wash shall have two wash lanes. Overall dimensions of the bus wash are 90ft long x 80ft wide.

1. Install 12" concrete foundation with trench drain in each of the two lanes. Supply and install grating over trench.
2. Install two 90ft long CMU walls with concrete support columns every 20ft.
3. Install concrete truss roof system.
4. Supply and install lighting and main breaker panel.
5. Two lane bus wash equipment supplied and installed by Trillium.
6. Supply and erect maintenance room for house control panels, pumps and detergent tanks.
7. Supply and install six (6) 4k PTZ security cameras with explosion proof enclosures. Preferred model Avigilon HD Pro.
8. Install power conduit and cable from new transformer to bus wash.
9. Install new water line from street utility to bus wash building.
10. Bus wash system supplied and installed by Trillium.

Detail Building

The detail area will be an open bay 64ft wide by 70ft long with covered canopy.

1. Construct 12" concrete foundation, CMU wall, support columns and roof over detail area.

2. Detail area and driveways will be paved with 8" concrete #5 rebar at 12" O.C – E.W.
3. Supply water spigots and underground piping at eight (8) locations in the detail area.
4. Supply and install drain trench with grating and sump system to be collected in tank.
5. Supply and install cable and conduit to sixteen (16) overhead lights to breaker panel.
6. Supply and install twenty (20) GFCI electrical outlets, four for each lane.
7. Supply and install five (5) 4k PTZ security cameras with explosion proof enclosures. Preferred model Avigilon HD Pro.
8. Install power conduit and cable from new transformer to bus wash.
9. Install new water line from street utility to bus wash building

Support Building

The support building will be a CMU block building with support equipment inside.

1. Construct a concrete foundation, CMU wall with footing and concrete roof building 60ft x 40ft.
2. Install panelboard, lighting and GFCI outlets.
3. Install two (2) metal man doors and two (2) metal double doors for access. Door shall have panic hardware.
4. Supply and install vacuum system in support building for detail area.
5. Bus wash pumps and equipment to be installed in support building by Trillium.
6. Install 12ft x 12ft office area within support building.
7. Install 12ft x 48ft storage area within support building.
8. Supply and install two (2) 4k PTZ security cameras with explosion proof enclosures. Preferred model Avigilon HD Pro.

Upgrade Operation and Inspection Building to CNG compliance

The Central Facility's Maintenance building is a concrete building constructed with a double-tee roof structure that forms pockets between webs. A small bridge crane is installed in an area of the building. There are maintenance bays on each end of the building with a 2-story office area in the middle. Specific areas of the building include a tire shop, chassis wash, machine shop, office/support spaces and a battery charging room.

1. Install infrared methane detectors in the indoor vehicle maintenance bays, with a gas detection control panel. Since the double-tee webs appear to exceed 18 inches in depth, locate gas detectors in the pockets that contains light fixtures. Remaining pockets contain no ignition sources. Detectors will be addressable, and the control panel will be capable of logging alarms and trouble alerts by detector. Control panel will provide output relays to activate equipment in response to alarms, and send alarm messages to designated response personnel.
2. Install supplemental two-speed roof or wall fans to exhaust air at 5 air changes per hour continuously in indoor areas (inside coiling overhead doors), and 7 air changes in the event of methane detection.
3. Install circulating fans to direct air through beam pockets in the ceiling.
4. Interlock select overhead doors with gas detector panel to automatically open in the event of methane detection.

5. Seal transfer grilles for make-up-air for exhaust systems in rooms adjacent to vehicle repair areas, and provide ducted make-up, or ventilation from outdoors. The louvered doors to the battery charging room is one such location.
6. Balance air distribution in non-vehicle areas to have positive pressure relative to the vehicle areas using existing equipment.
7. Install shunt-trip breakers on select equipment with increased potential to create open arcing, or sparks, if operated such as cranes with open bus power supplies and welding outlets.
8. Install two (2) double doors in center section to isolate offices.

Commissioning and completion

1. Responsible for cleaning natural gas carbon steel pipe and stainless tube from shavings and debris.
2. Pressure and leak test pipe and tubing. Provide reports.
3. Seal all electrical seal offs.
4. Coordinate with inspectors.
5. Correct non-conforming work written up by inspectors.
6. Provide red line "as-built" drawings.
7. Support for two weeks of station testing

Work by Trillium

1. Supply and installation of public fueling canopy.
2. Bus wash system and associated pumps and piping.

Work by County

1. New pavement at location of existing bus.
2. Parking lot striping.

Trillium Supplied Equipment

1. Three (3) Compressors
2. One (1) Hy-C Compressor
3. Two (2) Natural Gas Dryers
4. Nine (9) Storage Vessels
5. One (1) Public valve panel
6. Valve panel solenoid box
7. Four (4) CNG Transit Dispensers
8. Two (2) Public Dispensers
9. CNG Valves
10. One (1) Defuel Smart Panel
11. Main breaker
12. Motor control center (MCC)
13. Automatic transfer switch (ATS)
14. Master control panel (MCP)
15. Transformer 45kva
16. One (1) Diesel Generator Backup

Attachment 3

17. Public canopy
18. Two (2) Lane Bus Wash and Tanks
19. One (1) Natural Gas Chromatograph

List of Drawings

STRUCTURAL:

S-1 PLOT LAYOUT

S-2 CNG FUELING STATION EQUIPMENT LAYOUT AND PUBLIC FUELING SITE LAYOUT

S-2A BACKLOT FUELING SITE LAYOUT

MECHANICAL

P&ID PIPING & INSTRUMENTATION DIAGRAM

ELECTRICAL:

E-1 ELECTRICAL ONE LINE DIAGRAM

TRILLIUM CNG
Making CNG Work for You
PROJECT:
FL MIAMI MTD
CORAL WAY
CNG FUELING STATION
DRAWING:
PLOT LAYOUT
SHEET:
S-1

Attachment A

TRILLIUM CNG

Making Work for You

FL MIAMI MDT
CORAL WAY
CNG FUELING STATION

EQUIPMENT AREA &
PUBLIC FUELING
SITE LAYOUT

S-2

PUBLIC DISPENSER AREA

EQUIPMENT AREA

TRILLIUM CNG
Making CNG Work for You
FL MIAMI
CORAL AVE
CNG FUELING STATION
ELECTRICAL
ONE LINE DIAGRAM
E-1
480 VOLT ONE-LINE DIAGRAM

TRILLIUM CNG
Making Work for You
FL MIAMI
CORAL WAY
CNG FUELING STATION
BACKLOT FUELING
SITE LAYOUT
S-2A
BACKLOT FUELING AREA
DEF DOLLARD (TYP.)
WOMEN
MEN
NEW LOCATION
NEW LOCATION

TRILLIUM CNG
Making ... Work for You
FL MIAMI MTD
CORAL WAY
CNG FUELING STATION
PIPING &
INSTRUMENTATION
DIAGRAM
P&ID

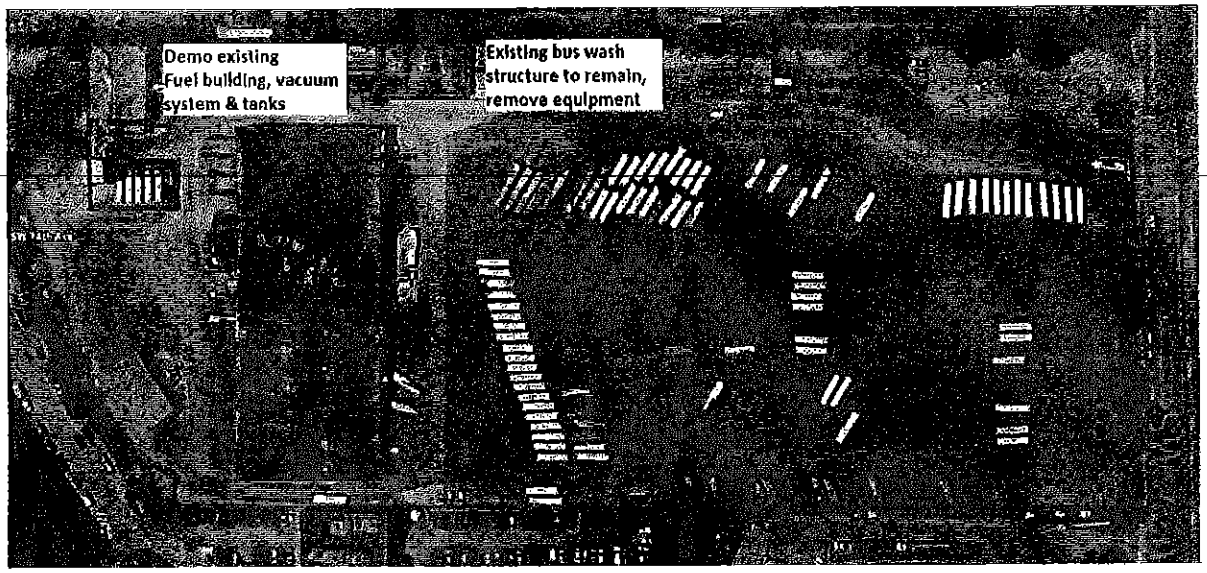
Attachment 5

Coral Way – Miami, FL
Miami-Dade Transit
Compressed Natural Gas Facility
Demolition
Contractor Scope of Work
April 12, 2016

Project Description
In general the scope of work includes demolition of the existing fuel building and removing the equipment in the existing bus wash building. Relocate two (2) fuel tanks to the new fueling area and demolition of the remaining fuel tanks and vacuum system.

Project Location
Coral Way
Miami-Dade Transit
2776 SW 74th Ave
Miami, FL 33155

Detailed Scope of Work



Demolition of Existing Fuel Building

a. The demolition of the existing fueling building will occur after the new fueling building is complete.
b. The existing fuel building, vacuum system and fuel tanks (except two (2) will be relocated) will be demolished. Contractor responsible for coordinating existing utilities are disconnected before demolition. Utilities to be terminated properly after demolition.
c. Demo existing fuel building including disposing of materials offsite in proper offsite landfill.
d. Remove the existing concrete drive in the fuel area and sump system/oil separator.

Attachment 5

e. Contractor responsible for testing materials for proper disposal and handling. Example; lead paint, asbestos, diesel, gas, oil and cleaners.
f. Supply and install temporary chain link fence around existing wash building
g. Remove the existing concrete foundation for silo building and fuel storage tanks. Remove CMU wall by tanks, approximately 200ft.
h. Relocate the existing (1) diesel and (1) gas storage tanks to new fueling building.
i. The remaining four (4) fuel tanks and antifreeze tank will be disposed offsite.

Modify Existing Wash Building

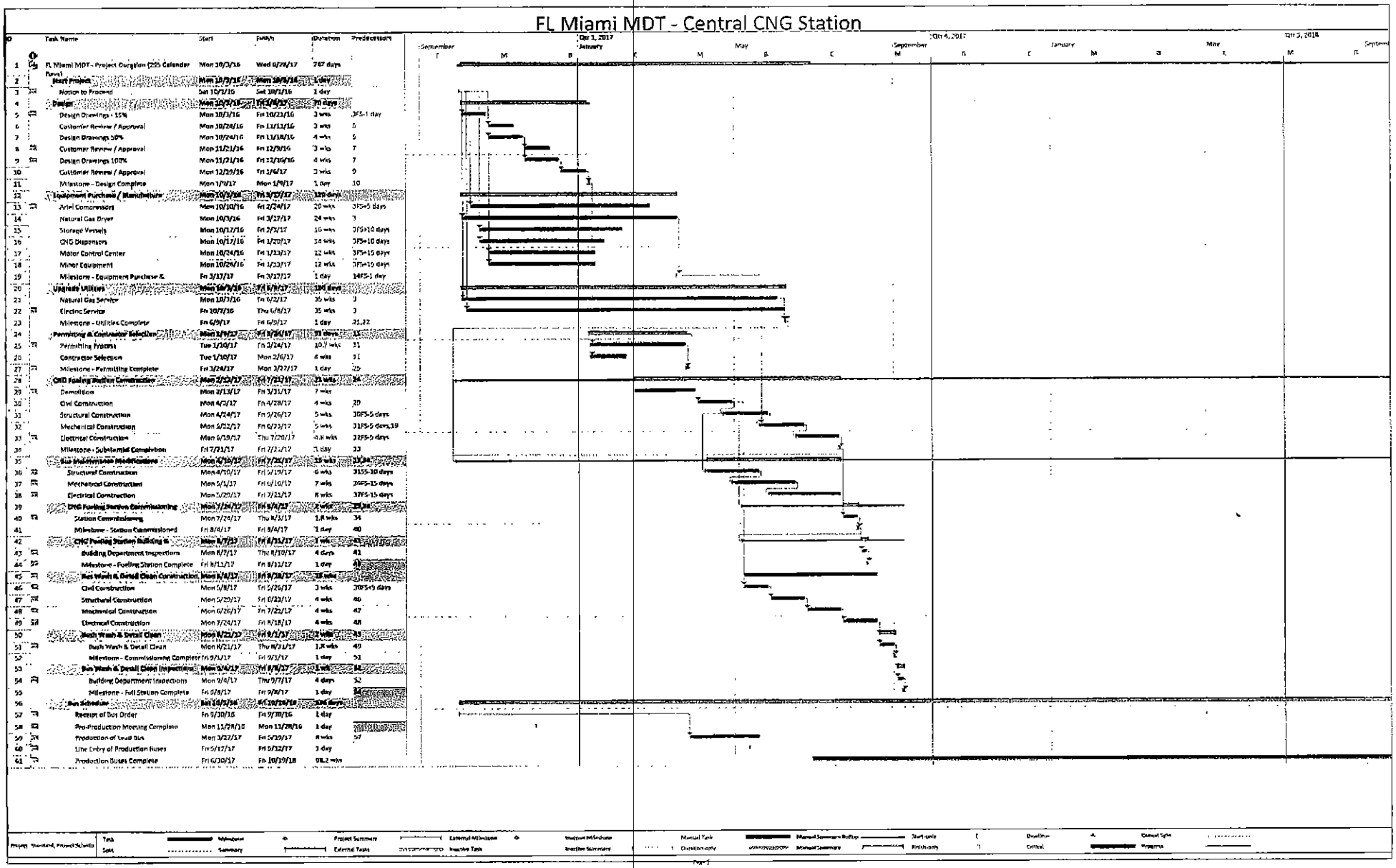
a. Modifications of the existing wash building will occur after the new bus wash is complete.
b. On north side of property, the existing wash building internal equipment will be removed and disposed of offsite. Contractor responsible for coordinating existing utilities are disconnected before modifications. Utilities to be terminated properly after modification.
c. Contractor responsible for testing materials for proper disposal and handling. Example; lead paint, asbestos and cleaners.
d. Supply and install temporary chain link fence around existing wash building

1. **Work by County**
   a. New pavement at locations of removed fuel building by Miami-Dade Transit.
   b. Parking lot striping.

2. **Owner Supplied Equipment**
   None

3. **List of Drawings**
   STRUCTURAL:
   S-1A PLOT LAYOUT

FL Miami MDT - Central CNG Station



ID	Task Name	Start	Finish	Duration	Predecessors
1	FL Miami MDT - Project Duration (255 Calendar Days)	Mon 10/3/16	Wed 8/29/17	787 days	
2	Start Project	Mon 10/3/16	Mon 10/3/16	1 day	
3	Notice to Proceed	Sat 10/1/16	Sat 10/1/16	1 day	
4	Design	Mon 10/3/16	Fri 12/9/16	70 days	
5	Design Drawings - 15%	Mon 10/3/16	Fri 10/21/16	3 wks	3FS-1 day
6	Customer Review / Approval	Mon 10/24/16	Fri 11/11/16	3 wks	5
7	Design Drawings 50%	Mon 10/24/16	Fri 11/18/16	4 wks	5
8	Customer Review / Approval	Mon 11/21/16	Fri 12/9/16	3 wks	7
9	Design Drawings 100%	Mon 11/21/16	Fri 12/16/16	4 wks	7
10	Customer Review / Approval	Mon 12/19/16	Fri 1/6/17	3 wks	9
11	Milestone - Design Complete	Mon 1/9/17	Mon 1/9/17	1 day	10
12	Equipment Purchase / Manufacture	Mon 10/3/16	Fri 3/17/17	120 days	
13	Ariel Compressors	Mon 10/10/16	Fri 2/24/17	20 wks	3FS+5 days
14	Natural Gas Dryer	Mon 10/3/16	Fri 3/17/17	24 wks	3
15	Storage Vessels	Mon 10/17/16	Fri 2/3/17	16 wks	3FS+10 days
16	CNG Dispensors	Mon 10/17/16	Fri 1/20/17	14 wks	3FS+10 days
17	Motor Control Center	Mon 10/24/16	Fri 1/13/17	12 wks	3FS+15 days
18	Miner Equipment	Mon 10/24/16	Fri 1/13/17	12 wks	3FS+15 days
19	Milestone - Equipment Purchase &	Fri 3/17/17	Fri 3/17/17	1 day	14FS-1 day
20	Upgrade Utilities	Mon 10/3/16	Fri 6/9/17	200 days	
21	Natural Gas Service	Mon 10/3/16	Fri 6/2/17	35 wks	3
22	Electric Service	Fri 10/7/16	Thu 6/8/17	35 wks	3
23	Milestone - Utilities Complete	Fri 6/9/17	Fri 6/9/17	1 day	21,22
24	Permitting & Contractor Selection	Mon 1/9/17	Fri 3/24/17	51 days	11
25	Permitting Process	Tue 1/10/17	Fri 3/24/17	10.7 wks	11
26	Contractor Selection	Tue 1/10/17	Mon 2/6/17	4 wks	11
27	Milestone - Permitting Complete	Fri 3/24/17	Mon 3/27/17	1 day	25
28	CNG Fueling Station Construction	Mon 2/13/17	Fri 7/21/17	23 wks	24
29	Demolition	Mon 2/13/17	Fri 3/31/17	7 wks	
30	Civil Construction	Mon 4/3/17	Fri 4/28/17	4 wks	29
31	Structural Construction	Mon 4/24/17	Fri 5/26/17	5 wks	30FS-5 days
32	Mechanical Construction	Mon 5/22/17	Fri 6/23/17	5 wks	31FS-5 days,19
33	Electrical Construction	Mon 6/19/17	Thu 7/20/17	4.8 wks	32FS-5 days
34	Milestone - Substantial Completion	Fri 7/21/17	Fri 7/21/17	1 day	33
35	Bus Maintenance Modifications	Mon 4/10/17	Fri 7/28/17	15 wks	19,24
36	Structural Construction	Mon 4/10/17	Fri 5/19/17	6 wks	31SS-10 days
37	Mechanical Construction	Mon 5/1/17	Fri 6/16/17	7 wks	36FS-15 days
38	Electrical Construction	Mon 5/29/17	Fri 7/21/17	8 wks	37FS-15 days
39	CNG Fueling Station Commissioning	Mon 7/24/17	Fri 8/4/17	2 wks	23,34
40	Station Commissioning	Mon 7/24/17	Thu 8/3/17	1.8 wks	34
41	Milestone - Station Commissioned	Fri 8/4/17	Fri 8/4/17	1 day	40
42	CNG Fueling Station Building &	Mon 8/7/17	Fri 8/11/17	1 wk	41
43	Building Department Inspections	Mon 8/7/17	Thu 8/10/17	4 days	41
44	Milestone - Fueling Station Complete	Fri 8/11/17	Fri 8/11/17	1 day	43
45	Bus Wash & Detail Clean Construction	Mon 5/8/17	Fri 8/18/17	15 wks	
46	Civil Construction	Mon 5/8/17	Fri 5/26/17	3 wks	30SS+5 days
47	Structural Construction	Mon 5/29/17	Fri 6/23/17	4 wks	46
48	Mechanical Construction	Mon 6/26/17	Fri 7/21/17	4 wks	47
49	Electrical Construction	Mon 7/24/17	Fri 8/18/17	4 wks	48
50	Bush Wash & Detail Clean	Mon 8/21/17	Fri 8/25/17	1 wk	51
51	Bush Wash & Detail Clean	Mon 8/21/17	Thu 8/31/17	1.4 wks	49
52	Milestone - Commissioning Complete	Fri 9/1/17	Fri 9/1/17	1 day	51
53	Bus Wash & Detail Clean Inspections	Mon 9/4/17	Fri 9/8/17	1 wk	52
54	Building Department Inspections	Mon 9/4/17	Thu 9/7/17	4 days	52
55	Milestone - Full Station Complete	Fri 9/8/17	Fri 9/8/17	1 day	54
56	Bus Schedule	Sat 10/1/16	Fri 10/19/18	524 days	
57	Receipt of Bus Order	Fri 9/30/16	Fri 9/30/16	1 day	
58	Pre-Production Meeting Complete	Mon 11/28/16	Mon 11/28/16	1 day	
59	Production of Lead Bus	Mon 3/27/17	Fri 5/19/17	8 wks	57
60	The Entry of Production Buses	Fri 5/12/17	Fri 5/12/17	1 day	
61	Production Buses Complete	Fri 6/30/17	Fri 10/19/18	68.2 wks	

FL Miami MDT - Coral Way CNG Station

	Task Name	Start	Finish	Duration	Predecessors
1	FL Miami MDT - Project Duration (295 Calender Days)	Mon 4/3/17	Fri 1/5/18	247 days	
2	Start Project	Mon 4/3/17	Mon 4/3/17	1 day	
3	Notice to Proceed	Mon 4/3/17	Mon 4/3/17	1 day	
4	Design	Mon 4/3/17	Fri 7/7/17	70 days	
5	Design Drawings - 15%	Mon 4/3/17	Fri 4/21/17	3 wks	3FS-1 day
6	Customer Review / Approval	Mon 4/24/17	Fri 5/12/17	3 wks	5
7	Design Drawings 50%	Mon 5/24/17	Fri 5/26/17	5 wks	6
8	Customer Review / Approval	Mon 5/29/17	Fri 6/16/17	3 wks	7
9	Design Drawings 100%	Mon 5/29/17	Fri 6/30/17	5 wks	7
10	Customer Review / Approval	Mon 7/3/17	Fri 7/21/17	3 wks	9
11	Milestone - Design Complete	Mon 7/24/17	Mon 7/24/17	1 day	10
12	Equipment Purchase / Manufacture	Mon 4/3/17	Mon 9/18/17	111 days	
13	Ariel Compressors	Tue 4/11/17	Mon 8/28/17	20 wks	3FS+5 days
14	Natural Gas Dryer	Tue 4/4/17	Mon 9/18/17	24 wks	3
15	Storage Vessels	Tue 4/18/17	Mon 9/7/17	19 wks	3FS+10 days
16	CNG Dispensers	Tue 4/18/17	Mon 7/24/17	14 wks	3FS+10 days
17	Motor Control Center	Tue 4/25/17	Mon 7/17/17	12 wks	3FS+15 days
18	Miner Equipment	Tue 4/25/17	Mon 7/17/17	12 wks	3FS+15 days
19	Milestone - Equipment Purchase &	Mon 9/18/17	Mon 9/18/17	1 day	14FS-1 day
20	Upgrade Utilities	Tue 4/4/17	Tue 12/5/17	170 days	
21	Natural Gas Service	Tue 4/4/17	Mon 12/4/17	35 wks	3
22	Electric Service	Tue 4/4/17	Mon 12/4/17	35 wks	3
23	Milestone - Utilities Complete	Tue 12/5/17	Tue 12/5/17	1 day	21,22
24	Permitting & Contractor Selection	Mon 7/10/17	Fri 9/29/17	55 days	11
25	Permitting Process	Tue 7/25/17	Fri 10/6/17	10.7 wks	11
26	Contractor Selection	Tue 7/25/17	Mon 8/21/17	4 wks	11
27	Milestone - Permitting Complete	Fri 10/6/17	Mon 10/9/17	1 day	25
28	CNG Fueling Station Construction	Mon 8/14/17	Fri 2/2/18	77 wks	24
29	Demolition	Mon 8/14/17	Fri 9/29/17	7 wks	
30	Civil Construction	Mon 10/2/17	Fri 10/27/17	4 wks	29
31	Structural Construction	Mon 10/23/17	Fri 11/24/17	5 wks	30FS-5 days
32	Mechanical Construction	Mon 11/20/17	Fri 12/22/17	5 wks	31FS-5 days,19
33	Electrical Construction	Mon 12/18/17	Thu 1/18/18	4.8 wks	32FS-5 days
34	Milestone - Substantial Completion	Fri 1/19/18	Fri 1/19/18	1 day	33
35	Bus Maintenance Modifications	Mon 10/9/17	Fri 1/19/18	13 wks	29,34
36	Structural Construction	Mon 10/9/17	Fri 11/17/17	6 wks	31SS-10 days
37	Mechanical Construction	Mon 10/30/17	Fri 12/15/17	7 wks	36FS-15 days
38	Electrical Construction	Mon 11/27/17	Fri 1/19/18	8 wks	37FS-15 days
39	CNG Fueling Station Commissioning	Mon 1/22/18	Fri 2/2/18	2 wks	33,34
40	Station Commissioning	Mon 1/22/18	Thu 2/1/18	1.8 wks	34
41	Milestone - Station Commissioned	Fri 2/2/18	Fri 2/2/18	1 day	40
42	CNG Fueling Station Building &	Mon 1/8/18	Fri 2/9/18	5 wks	41
43	Building Department Inspections	Mon 2/5/18	Thu 2/8/18	4 days	41
44	Milestone - Fueling Station Complete	Fri 2/9/18	Fri 2/9/18	1 day	43
45	Bus Wash & Diesel Clean Construction	Mon 11/6/17	Fri 2/16/18	15 wks	
46	Civil Construction	Mon 11/6/17	Fri 11/24/17	3 wks	30FS+5 days
47	Structural Construction	Mon 11/20/17	Fri 12/22/17	4 wks	46
48	Mechanical Construction	Tue 12/26/17	Mon 1/22/18	4 wks	47
49	Electrical Construction	Tue 1/23/18	Fri 3/16/18	3.7 wks	48
50	Bush Wash & Detail Clean	Mon 2/19/18	Fri 3/2/18	2 wks	43
51	Bush Wash & Detail Clean	Mon 2/19/18	Thu 3/1/18	1.8 wks	43
52	Milestone - Commissioning Complete	Fri 3/2/18	Fri 3/2/18	1 day	51
53	Bus Wash & Maintenance	Mon 3/5/18	Fri 4/6/18	5 wks	52
54	Building Department Inspections	Mon 3/5/18	Thu 3/8/18	4 days	52
55	Milestone - Full Station Complete	Fri 3/9/18	Fri 3/9/18	1 day	54
56	Bus Schedule	Mon 10/3/16	Fri 10/19/18	526 days	
57	Receipt of Bus Order	Fri 9/30/16	Fri 9/30/16	1 day	
58	Pre-Production Meeting Complete	Mon 11/28/16	Mon 11/28/16	1 day	
59	Production of Lead Bus	Mon 3/27/17	Fri 9/1/17	8 wks	57
60	Final Entry of Production Buses	Fri 5/12/17	Fri 5/12/17	1 day	
61	Production Buses Complete	Fri 6/30/17	Fri 10/19/18	68.2 wks	

Total Price of Central Bus Depot	$	17,020,856
Public Station*	$	881,318

* Not part of County's cost. Trillium to cover costs for public fueling station.

Central Bus Depot Price Detail			OEMs / Specifications
Demolition	$	**1,331,705**	
Engineering	$	27,346	
Internal	$	3,616	
External	$	23,730	
Permitting	$	12,119	
Project Management	$	9,616	
Fuel Building Demolition	$	475,250	
Bus Wash Demolition	$	411,094	
Storage Buildings Demolition	$	384,991	
Bonds	$	17,289	
CNG - Equipment Area	$	**7,406,138**	
Engineering	$	216,621	
Internal	$	8,927	
External	$	207,694	
Permitting	$	18,984	
Project Management	$	32,092	
Commissioning & Training	$	13,673	
Backlot CNG Equipment	$	4,253,664	
(3) Ariel Compressors & (1) Hy-C Compressor	$	2,027,785	J-W EA-600-4-3: 2100 scfm** @ 200 psi. 5" Hy-C compressor: 1250 scfm
(2) Gas Dryers, 4500 scfm each	$	242,046	SPX FSD-A-21-6: 4500 scfm per dryer
Controls & Networking Gear	$	53,449	Allen-Bradley CompactLogix
(4) CNG Dispensers & (1) Smart Defuel Panel	$	393,918	Kraus fleet-style backlot CNG dispenser: 3500 scfm
(4) Fuel Management Terminals	$	90,174	EJ Ward or equivalent
(9) Storage Vessels	$	256,284	CPI ASME Storage Vessels: 5500 psi, 11000 scf @ 4500 psi per vessel
Transit-style Valve Panel	$	51,076	SVF 6000 psi valve train
(1) Generator	$	474,600	1.5 MW diesel-powered, Kohler 1600REOZMD or equivalent
MCC & Electrical Distribution Gear	$	390,415	Eaton Freedom 2100 Series MCC & Distribution
Safety Systems	$	90,174	(4) Avigilon HD Pro 4K cameras, Eaton ESD buttons, and 20 lb extinguishers
Pre-fabricated Storage Building	$	65,314	Mobil Mini high-security storage/office
Valves	$	65,879	SVF 6000 psi, stainless steel, rated for CNG service. Models vary
Chromatograph	$	52,550	Emerson Rosemount 370XA Natural Gas Chromatograph
Utilities	$	515,280	
Gas Utility	$	90,626	
Telecom Utility	$	7,571	
Electrical Utility	$	417,083	
Construction	$	2,161,351	
Mechanical - Material	$	182,495	
Mechanical - Labor	$	352,899	
Civil - Material	$	709,753	
Civil - Labor	$	418,665	
Electrical - Material	$	157,296	
Electrical - Labor	$	340,243	
Spare Parts	$	5,989	
Freight	$	100,231	
Bonds	$	88,753	
CNG - Fueling Building	$	**2,286,611**	
Engineering	$	134,131	
Internal	$	3,616	
External	$	130,515	
Permitting	$	13,108	
Project Management	$	1,808	
Commissioning & Training†	$	-	
Fueling Equipment	$	603,533	
(2) Gasoline, (2) Diesel Dispensers	$	207,807	Gasboy (Gilbarco) Atlas model 9840K
Electrical Distribution Gear	$	29,719	Eaton 200A Breaker Panel
Safety Systems	$	180,948	(7) Avigilon HD Pro 4K cameras w/ Moog EXO explosion-proof casings or equivalent, Eaton ESD Buttons, 20 lb. extinguishers
Compressors, Tanks, Hose Reels & Vacuum System	$	185,659	(2) Air Compressors: Ingersoll-Rand 20 HP 15TE20-P-230 (1) Air Dryer: Ingersoll-Rand D90IM, 53 cfm Tanks: Highland Tank (2) LT-280, (2) LT-500 & (1) LT-4000 Fluid Hose Reels: Lincoln model 94345, (5) per lane Air Hose Reels: Coxreels model EZ-TSH-375, (1) per lane Vacuum System: American Vacuum Co. DuroVac system with (3) hoses per lane
Utilities	$	31,301	
Gas Utility	$	-	
Telecom Utility	$	-	
Electrical Utility	$	31,301	
Construction	$	1,451,654	
Material	$	577,147	
Labor	$	874,507	
Freight	$	22,487	
Bonds	$	28,589	

† Commissioning & training costs wrapped into CNG equipment
ccommissioning & training

Bus Wash	**$**	**2,831,667**	
Engineering	$	147,239	
Internal	$	3,390	
External	$	143,849	
Permitting	$	6,693	
Project Management	$	1,695	
Commissioning & Training	$	-	
Bus Wash Equipment	$	991,801	
Electrical Distribution Gear	$	17,176	Eaton 200A Breaker Panel
(8) 4k / PTZ Cameras Standard	$	15,933	Avigilon HD Pro 4K model 8L-H4PRO-B
(1) Parallelogram Lift with Steam Chassis Wash	$	108,817	OMER Vega K-350-9-FM, 77,000 lb. lift & Hotsy 800-series portable Steam Wash
(2) Bus Wash	$	720,500	Ross & White model 4X4-HPF-OM
Stainless Steel upgrade	$	101,025	
Reverse-Osmosis System upgrade	$	28,350	
Utilities	$	30,171	
Gas Utility	$	-	
Telecom Utility	$	-	
Electrical Utility	$	30,171	
Construction	$	1,337,807	
Material	$	451,209	
Labor	$	886,598	
Freight	$	297,868	
Bonds	$	18,193	
Detail Wash	**$**	**1,592,114**	
Engineering	$	98,536	
Internal	$	3,616	
External	$	94,920	
Permitting	$	7,119	
Project Management	$	1,808	
Detail Equipment	$	71,247	
Electrical Distribution Gear	$	29,719	Eaton 200A Breaker Panel
(5) 4k / PTZ Cameras Standard	$	16,611	Avigilon HD Pro 4K model 8L-H4PRO-B
Compressed Air	$	24,917	Ingersoll-Rand 20 HP 1STE20-P-230
Utilities	$	31,301	
Gas Utility	$	-	
Telecom Utility	$	-	
Electrical Utility	$	31,301	
Construction	$	1,357,356	
Material	$	495,957	
Labor	$	861,399	
Freight	$	3,503	
Bonds	$	21,244	
Maintenance Building Mods	**$**	**1,572,621**	
Engineering	$	142,380	
Internal	$	-	
External	$	142,380	
Permitting	$	7,119	
Project Management	$	1,808	
Construction	$	1,400,974	
Main Garage - Material	$	441,378	
Main Garage - Labor	$	259,109	
Heavy Maintenance - Material	$	441,378	
Heavy Maintenance - Labor	$	259,109	
Freight	$	-	
Bonds	$	20,340	
CNG - Public Station	**$**	**881,318**	
Engineering	$	31,188	
Internal	$	3,390	
External	$	27,798	
Permitting	$	9,831	
Project Management	$	1,695	
Commissioning & Training	$	1,695	
Public CNG Equipment	$	198,654	
Controls & Networking	$	5,763	Allen-Bradley CompactLogix
(2) Dispensers	$	106,559	Kraus public-duty CNG dispenser, (1) twin- and (1) single-hose: 3500 scfm
(1) Fuel Management Terminal	$	13,899	EJ Ward or equivalent
(1) Valve Panel	$	17,402	Trillium hybrid valve panel
Safety Systems & Cameras	$	8,136	(2) Avigilon HD Pro 4K cameras, Eaton ESD buttons, and 20 lb extinguishers
(1) Canopy	$	44,070	Lane Supply CNG Canopy or equivalent
Valves	$	2,825	SVF 6000 psi, stainless steel, rated for gas service. Models vary
Construction	$	627,489	
Mechanical - Material	$	45,878	
Mechanical - Labor	$	52,771	
Civil - Material	$	350,639	
Civil - Labor	$	109,497	
Electrical - Material	$	18,419	
Electrical - Labor	$	50,285	
Freight	$	10,766	
Bonds	$	-	

Total Price for Coral Way	$	14,941,948
Public Station*	$	871,163

* Not part of County's cost. Trillium to cover costs for public fueling station.

Coral Way Bus Depot Price Detail			OEMs / Specifications
Demolition	$	**314,986**	
Engineering	$	24,200	
Internal	$	3,200	
External	$	21,000	
Permitting	$	10,500	
Project Management	$	1,600	
Fuel Building Demolition	$	198,986	
Bus Wash Equipment Removal	$	75,600	
Bonds	$	4,100	
CNG - Equipment Area	$	**7,444,532**	
Engineering	$	181,026	
Internal	$	8,927	
External	$	172,099	
Permitting	$	18,984	
Project Management	$	99,211	
Commissioning & Training	$	13,673	
Backlot CNG Equipment	$	4,253,664	
(3) Ariel Compressors & (1) Hy-C Compressor	$	2,027,785	J-W EA-600-4-3: 2100 scfm** @ 200 psi. 5" Hy-C compressor: 1250 scfm
(2) Gas Dryers, 4500 scfm each	$	242,046	SPX FSD-A-21-6: 4500 scfm per dryer
Controls & Networking Gear	$	53,449	Allen-Bradley CompactLogix
(4) CNG Dispensers & (1) Smart Defuel Panel	$	393,918	Kraus fleet-style backlot CNG dispenser: 3500 scfm
(4) Fuel Management Terminals	$	90,174	EJ Ward or equivalent
(9) Storage Vessels	$	256,284	CPI ASME Storage Vessels: 5500 psi, 11000 scf @ 4500 psi per vessel
Transit-style Valve Panel	$	51,076	SVF 6000 psi valve train
(1) Generator	$	474,600	1.5 MW diesel-powered, Kohler 1600REOZMD or equivalent
MCC & Electrical Distribution Gear	$	390,415	Eaton Freedom 2100 Series MCC & Distribution
Safety Systems	$	90,174	(4) Avigilon HD Pro 4K cameras, Eaton ESD buttons, and 20 lb extinguishers
Pre-fabricated Storage Building	$	65,314	Mobil Mini high-security storage/office
Valves	$	65,879	SVF 6000 psi, stainless steel, rated for CNG service. Models vary
	$	52,550	Emerson Rosemount 370XA Natural Gas Chromatograph
Utilities	$	515,280	
Gas Utility	$	90,626	
Telecom Utility	$	7,571	
Electrical Utility	$	417,083	
Construction	$	2,222,484	
Mechanical - Material	$	164,189	
Mechanical - Labor	$	283,291	
Civil - Material	$	736,760	
Civil - Labor	$	471,436	
Electrical - Material	$	193,908	
Electrical - Labor	$	372,900	
Spare Parts	$	5,989	
Freight	$	105,290	
Bonds	$	88,931	
CNG - Fueling Building	$	**2,281,038**	
Engineering	$	140,120	
Internal	$	3,616	
External	$	136,504	
Permitting	$	11,665	
Project Management	$	9,616	
Commissioning & Training**	$	-	
Fueling Equipment	$	597,657	
(2) Gasoline, (2) Diesel Dispensers	$	207,807	Gasboy (Gilbarco) Atlas model 9840K
Electrical Distribution Gear	$	29,719	Eaton 200A Breaker Panel
Safety Systems	$	180,348	(7) Avigilon HD Pro 4K cameras w/ Moog EXO explosion-proof casings or equivalent, Eaton ESD Buttons, 20 lb. extinguishers
Compressors, Tanks, Hose Reels & Vacuum System	$	179,783	(2) Air Compressors: Ingersoll-Rand 20 HP 15TE20-P-230 (1) Air Dryer: Ingersoll-Rand D90IM, 53 cfm Tanks: Highland Tank (2) LT-280, (2) LT-500 & (1) LT-4000 Fluid Hose Reels: Lincoln model 94345, (5) per lane Air Hose Reels: Coxreels model EZ-TSH-375, (1) per lane Vacuum System: American Vacuum Co. DuroVac system with (3) hoses per lane
Utilities	$	31,301	
Gas Utility	$	-	
Telecom Utility	$	-	
Electrical Utility	$	31,301	
Construction	$	1,440,863	
Material	$	427,140	
Labor	$	1,013,723	
Freight	$	26,123	
Bonds	$	29,493	

** Commissioning & training wrapped into CNG equipment ccommissioning & training

Bus Wash	$	2,923,228	
Engineering	$	175,715	
Internal	$	3,616	
External	$	172,099	
Permitting	$	11,865	
Project Management	$	1,808	
Commissioning & Training	$	-	
Bus Wash Equipment	$	896,205	
Electrical Distribution Gear	$	29,719	Eaton 200A Breaker Panel
(8) 4k / PTZ Cameras Standard	$	16,611	Avigilon HD Pro 4K model 8L-H4PRO-B
(2) Bus Wash	$	720,500	Ross & White model 4X4-HPF-OSM
Stainless Steel upgrade	$	101,025	
Reverse-Osmosis System upgrade	$	28,350	
Utilities	$	31,301	
Gas Utility	$	-	
Telecom Utility	$	-	
Electrical Utility	$	31,301	
Construction	$	1,415,436	
Material	$	417,252	
Labor	$	998,184	
Freight	$	371,236	
Bonds	$	19,662	
Detail Wash	$	1,328,554	
Engineering	$	84,835	
Internal	$	3,797	
External	$	81,038	
Permitting	$	12,458	
Project Management	$	1,898	
Detail Equipment	$	73,563	
Electrical Distribution Gear	$	31,205	Eaton 200A Breaker Panel
(5) 4k / PTZ Cameras Standard	$	17,442	Avigilon HD Pro 4K model 8L-H4PRO-B
Compressed Air	$	24,917	Ingersoll-Rand 20 HP 15TE20-P-230
Utilities	$	32,866	
Gas Utility	$	-	
Telecom Utility	$	-	
Electrical Utility	$	32,866	
Construction	$	1,101,814	
Material	$	341,712	
Labor	$	760,102	
Freight	$	3,085	
Bonds	$	18,035	
Maintenance Building Mods	$	649,610	
Engineering	$	71,190	
Internal	$	-	
External	$	71,190	
Permitting	$	11,865	
Project Management	$	1,808	
Construction	$	553,447	
Main Garage - Material	$	284,760	
Main Garage - Labor	$	270,522	
Freight	$	2,938	
Bonds	$	8,362	
CNG - Public Station	$	871,163	
Engineering	$	31,188	
Internal	$	3,390	
External	$	27,798	
Permitting	$	9,831	
Project Management	$	1,695	
Commissioning & Training	$	1,695	
Public CNG Equipment	$	198,654	
Controls & Networking	$	5,763	Allen-Bradley CompactLogix
(2) Dispensers	$	106,559	Kraus public-duty CNG dispenser, twin- and single-hose: 3500 scfm
(1) Fuel Management Terminal	$	13,899	EJ Ward or equivalent
(1) Valve Panel	$	17,402	Trillium hybrid valve panel
Safety Systems & Cameras	$	8,136	(2) Avigilon HD Pro 4K cameras, Eaton ESD buttons, and 20 lb extinguishers
(1) Canopy	$	44,070	Lane Supply CNG Canopy or equivalent
Valves	$	2,825	SVF 6000 psi, stainless steel, rated for gas service. Models vary
Construction	$	617,319	
Mechanical - Material	$	44,522	
Mechanical - Labor	$	54,466	
Civil - Material	$	342,051	
Civil - Labor	$	107,576	
Electrical - Material	$	18,419	
Electrical - Labor	$	50,285	
Freight	$	10,781	
Bonds	$	-	

MIAMI-DADE COUNTY, FLORIDA

RESPONSIBLE WAGES AND BENEFITS
SECTION 2-11.16 OF THE CODE OF MIAMI-DADE COUNTY

SUPPLEMENTAL GENERAL CONDITIONS

WAGES AND BENEFITS SCHEDULE

Construction Type: **BUILDING**

Building Construction generally is the construction of sheltered enclosures with walk-in access or for the purpose of housing persons, machinery, equipment or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade.

Note: Where multiple construction is "incidental" in function, the construction is considered a part of the building project for wage determination purposes.

NOTICE TO EMPLOYEES

FAIR WAGE AFFIDAVIT

PAYROLL FORM
(For Contractors Optional Use)

2016

Attachment 9

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RESPONSIBLE WAGES AND BENEFITS
CONSTRUCTION TYPE: BUILDING

A. SUPPLEMENTAL GENERAL CONDITIONS

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D. FAIR WAGE AFFIDAVIT

E. PAYROLL FORM

SUPPLEMENTAL GENERAL CONDITIONS TO BIDDERS

Bidders are advised that the provisions of §2-11.16 et seq., Code of Miami-Dade County, Responsible Wages on County Construction Contracts, will apply to any contract awarded pursuant to this bid. By submitting a bid under these provisions, a bidder agrees to comply with these provisions of the Code and to acknowledge awareness of the penalties for non-compliance. A copy of the Code may be obtained from the department issuing the specifications for this bid or online at http://www.municode.com/resources/gateway.asp?pid=10620&sid=9.

This Supplemental General Condition is organized with the following sections:

1. Minimum Wages and Posting of Information
2. Liability for Unpaid Wages, Liquidated Damages and Withholding
3. Payrolls Records, Reporting and Inspection of Records
4. Subcontracts
5. Complaints, Hearings and Contracts Termination and Debarment
6. Apprentices and Trainees

1. MINIMUM WAGES AND POSTING OF INFORMATION

A. Minimum Wages

All employees working on the project must be paid the hourly rate and benefits listed in the Wages and Benefits Schedule. Payment to workers shall be made in the form of check, money order or direct deposit. Cash payments are not allowed. The rates paid shall be not less than those contained in the Wage and Benefits Schedule regardless of any contractual relationship that may exist between the contractor and the workers hired to perform under the contract. For any classification of workers, the hourly rate paid must equal the sum of the base rate and the fringe benefit rates listed for that classification in the Wage and Benefits Schedule. Paying below the base rate is not acceptable, even if the value of the fringe benefits exceed the value of the required contribution. Paying the base wage rate or above and making payments to legitimate fringe benefits providers on behalf of workers is acceptable.

Wages and benefits listed in the Wages and Benefits Schedule, previously revised every calendar quarter, will be reviewed and increased, if appropriate, once a year, on January 1st. The rates for wages and benefits to be paid for work performed under this contract and during each subsequent calendar year will be the rate in effect on January 1st of the year in which the work is performed.

B. Fringe Benefits

The contractor, or any subcontractor under the contractor, may pay the base rate to

the employee plus pay contributions to employee benefit plans; or, pay the base rate plus the benefit rate in the Wages and Benefits Schedule in the form of check, money order or direct deposit, but not cash. If the value of the fringe benefits is less than the hourly amount required in the wage schedule the difference must be paid to the employee. Payments made to health insurance companies for hospitalization and medical costs, to dental insurance companies for dental costs, retirement plans, and life insurance companies for life insurance are fringe benefits.

C. More than One Classification

Workers must be paid the appropriate base rate and fringe benefits on the Wages and Benefits Schedule for the classification of work actually being performed without regard to skill. Workers performing work in more than one classification may be paid at the rate listed for each classification for the time they worked; however, the employer's payrolls must accurately show the time spent in each classification in which work is performed. This does not apply to workers performing tasks that are incidental to the trade they are working in, such as handling materials they will be installing or cleaning up the worksite after they complete their work.

D. Davis-Bacon

For any class of worker that is NOT listed in the Wages and Benefits Schedule, the minimum wage rate is the "basic hourly rate of pay" (as defined in 29 C.F.R. § 5.24) and of the fringe benefits payments for hospitalization, medical, pension and life insurance for such class under the United States Secretary of Labor's applicable Davis-Bacon Wage Schedule in effect for Miami-Dade County. If you do not find a wage classification in the Wages and Benefits Schedule that describes the work actually being done, you must contact the Small Business Development before using a Davis-Bacon wage rate to pay workers. Questions concerning the comparability of worker classifications or the applicability of Davis-Bacon classifications will be determined by the County.

E. Complaints by Workers

Any complaints of underpayment by the workers should be filed with:

Small Business Development
Internal Services Department
111 N.W. 1st Street, 19th Floor, Miami, Florida 33128
(305) 375-3111

Neither the contractor, nor any subcontractor on the project, may terminate an employee performing work on the contract because of such employee's filing a complaint regarding underpayment of required wage rates.

F. Posting of Wages

The contractor and all subcontractors must permanently post the Wages and Benefits Schedule, together with a notice of the fines that may be assessed to the contractor or subcontractor, for failure to pay the required wage rates, at the site where the contract work is being performed in a prominent and accessible place where it can be easily seen by the workers. Failure to post the Wage and Benefits Schedule will be the basis of a violation.

2. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

A. Compliance by Bidders.

In the event of underpayment of the required wage rates, the contractor shall be liable to the underpaid employee for the amount of such underpayment. In addition, the contractor shall pay a penalty in accordance with the requirements of the Code and section 2B of below. Bidders must pay all back wages and penalties on previous contracts before being awarded a new contract.

B. Penalties

In addition to any under payment due to employees, contractors may be fined a penalty in an amount equal to 10% of the first underpayment; 20% of the amount of the second underpayment; for the third and successive underpayments, a penalty in an amount equal to 30% of the underpayment. A fourth violation will constitute a default of the contract and may be cause for a suspension or termination. If the required payments are not made within the specified period of time, the non-complying contractor and principal owners thereof shall be prohibited from bidding on or participating in County contracts for a period of three (3) years.

C. Withholding Contractor Payments

The County may stop payment of monies to the contractor necessary to pay any wages that are required and any penalties owed by the contractor or subcontractor. The withheld monies shall be given to the employee only in accordance with the provisions of Section 5, "Complaints and Hearings; Contract Termination and Debarment".

3. PAYROLL; BASIC RECORDS; REPORTING

A. Payroll Records

The contractor, and all subcontractors, must keep accurate written records, signed under oath as true and correct, showing payment of the required wages. These records must include the name, social security number of each worker, his or her address, correct classification, per hour rates of wages paid (including rates of contributions or costs anticipated for legitimate fringe benefits), and daily and weekly number of hours worked on this project. In addition, the contractor must submit a list of

all subcontractors and the payrolls of each subcontractor that include the name, social security number, address and phone number, per hour rate for wages paid (including costs of legitimate fringe benefits), and the daily and weekly number of hours worked on this project. Contractors employing apprentices or trainees under approved programs shall keep records of the registration or apprenticeship programs, the certification of trainee programs, the registration of the apprentices and trainees, and wage rates as required by the applicable programs, in accordance with the provisions of Section 6 "Apprentices and Trainees".

B. Form

The contractor shall submit all payrolls with each request for payment. Information submitted on U.S. Department of Labor form WH-347 or on a form acceptable to the County as its equivalent, and which is signed under oath, will satisfy these requirements.

C. Inspection of Records

The contractor or subcontractor must make these records available for inspection and copying by an authorized representative of the County, and shall allow such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the reports or make the records on which they are based available, the County may, after written notice to the contractor, cause the stoppage of payments. Also, failure to submit the reports upon request or make the records available may be reason for debarment. The prime contractor is responsible for the submission of the information required and for the maintenance of records and provisions of access to same by all subcontractors.

4. SUBCONTRACTS

The contractor must insert into any subcontracts the clauses set forth in paragraphs 1 through 6 of this Supplemental General Conditions and also a clause reminding their subcontractors to include these paragraphs in any lower tier subcontract. The prime contractor will be responsible for compliance by all subcontractors and their lower tier subcontractors with the clauses set forth in paragraphs 1 through 6 of this Supplemental General Conditions. In the event of non-payment or underpayment of the required wages, the prime contractor shall be liable to the underpaid employees of the subcontractor for the amount of each underpayment.

5. COMPLAINTS AND HEARINGS; CONTRACT TERMINATION AND DEBARMENT

A. Complaints

Upon receipt of a written complaint or identification of a violation pertaining to an employee wage underpayment of the required overall hourly rates, the County will

notify the contractor or subcontractor employing said workers of the complaint/violation. The notice shall include a brief description of the said complaint/violation, the dollar amount that the contractor or subcontractor is liable for in back wages and fines, the required corrective action(s) to be taken and the due date for payment of back wages and fines or to request a compliance meeting. Failure to comply or request a compliance meeting within the due date specified (30 days, see Implementing Order 3-24) shall constitute a waiver of the contractor's or subcontractor's right to a compliance meeting, and that such waiver shall constitute an admission of the complaint/violation.

The County may withhold from the contractor so much accrued payments as may be considered necessary by the Contracting Officer to pay employees of the contractor or subcontractor under them for the performance of the contract work, the difference between the combined overall hourly wage rate and benefits required to be paid by the contractor to the employee on the work and the amounts received by such employee and to satisfy any fines outstanding where violations have been found. In the event of failure of such negotiations, the prime contractor may request the appointment of a hearing officer.

B. Hearings

Upon timely receipt of a request for an administrative hearing before a hearing officer to appeal a determination of non-compliance, the County Mayor shall appoint a hearing officer and fix a time for an administrative hearing thereon. A notice of hearing (together with a copy of SBD's determination of non-compliance) shall be served upon the contractor (or subcontractor). Upon completion of the hearing, the hearing officer shall submit proposed written findings and recommendations together with a transcript of the hearing to the County Mayor within a reasonable time. The County Mayor or designee will review the findings and recommendations of the hearing officer, and decide to accept or reject the recommendations of the Administrative Hearing Officer either with or without modifications.

C. Penalties

If the County Mayor or designee determines that the contractor or subcontractor substantially or repeatedly failed to comply, the non-complying contractor or subcontractor and the principal owners thereof shall be prohibited from bidding or otherwise participating in County contracts for the construction, alteration and/or repair, including painting or decorating, of public buildings or public works for a period of three years. The County Mayor or designee may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Mayor or designee may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Mayor or designee may order debarment as described above.

A breach of the clauses contained in this Supplemental General Condition shall be

deemed a breach of this contract and may be grounds for termination of the contract, and for debarment.

6. APPRENTICES AND TRAINEES

A. Apprentices

Apprentices will be permitted to work at less than the rate listed in the Wages and Benefits Schedule for the work they perform when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau, or if a person is employed in his or her first 90 days probationary employment who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

The number of apprentices shall not be greater than the ratio listed in the Wages and Benefits Schedule. Any worker listed as an apprentice on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, must be paid not less than the wage on the Wages and Benefits Schedule for the classification of work actually performed.

B. Apprentice Ratio

If the number of apprentices working on the project, is greater than the ratio permitted, the apprentices must be paid the journeyman wage rate on the Wages and Benefits Schedule for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in the percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at least the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable schedule.

C. Apprentice Fringe Benefits

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable apprentice classification; fringe benefits shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a state apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work

performed until an acceptable program is provided.

D. Trainees

The rules for trainees are similar to those of apprentices. Except as provided in 29 C.F.R. § 5.16, trainees cannot work for less than the predetermined rate listed in the Wages and Benefits Schedule unless they are registered in a program certified by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site must not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees must be paid fringe benefits in accordance with the Trainee Program. If the Trainee Program does not specify fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the administrator of the wage and hour division determines that the rate is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination, which provides for less than the full fringe benefits for apprentices.

E. Summary of Apprentices and Trainees

Any worker who is not registered in a training plan approved by the Employment and Training Administration must be paid not less than the wage rate on the Wages and Benefits Schedule for the work actually performed without regard to skill. In addition, if the number of apprentices and trainees are in excess of the ratio permitted under the registered program, then the wages that must be paid are those listed on the Wages and Benefits Schedule for the work actually performed by the apprentices or trainees. If the Employment and Training Administration cancels approval of an apprenticeship or training program, the contractor will no longer be permitted to pay the trainees or apprenticeship rate.

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"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
BRICKLAYERS (DAVIS BACON GENERAL DECISION NUMBER FL150027 3/20/15 FL27)				
Bricklayer	$ 18.93	$ -	$ -	**$ 18.93**
Tile Setter	16.50	2.10	0.00	**18.60**

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CARPENTERS				
Carpenter	$ 22.50	$ 4.00	$ 3.00	**$ 29.50**
Foreman (5 or more workers)	24.30	4.00	3.00	**31.30**
Foreman (12 or more workers)	25.20	4.00	3.00	**32.20**
General Foreman	26.10	4.00	3.00	**33.10**
Apprentices:				
NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.				
1st 6 month period	$ 13.95	$ 4.00	$ 3.00	**$ 20.95**
2nd 6 month period	15.08	4.00	3.00	**22.08**
3rd 6 month period	16.20	4.00	3.00	**23.20**
4th 6 month period	17.33	4.00	3.00	**24.33**
5th 6 month period	18.45	4.00	3.00	**25.45**
6th 6 month period	19.58	4.00	3.00	**26.58**
7th 6 month period	20.70	4.00	3.00	**27.70**
8th 6 month period	21.83	4.00	3.00	**28.83**

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

Acoustic Ceilings

The unloading, distribution and installation of all materials and component parts of all types of acoustic ceilings and plenums, regardless of their material composition or method of manner of their installation, attachment or connection, including, but not limited to the following items: all hangers, carrying channels, cross furring, stiffeners, braces, all bars regardless of materials or methods of attachment, all integrated gypsum wall board ceiling heat panels, fill, all main tees, cross tees, splines, splays, wall and ceiling angles or moldings, all backing board and all finish ceiling materials regardless of method of installation excepting acoustic plaster.

Doors

The unloading, distribution and installation of all prefinished wooden doors, hollow metal doors, overhead or mechanical doors, whether steel, aluminum or plastic and all supporting systems. Install all hollow metal jambs and hardware on doors whether they be interior or exterior.

Floor Covering

Carpeting including all measuring, lay-outs, remaking, cutting, fitting, sewing, binding, sizing, laying, stretching, repairing and installation, either by hand or power machine. The installation of resilient flooring to include the laying of all cork, linoleum, asphalt, mastic, plastic, rubber tile, whether nailed or laid in with linopaste, glue, mastic or substitute materials. All wood flooring, whether nailed or laid in mastic. All necessary preparatory work including the scraping, filling of holes, nailing, lay of paper or other underlayments. The sanding or refinishing of all wood floors either by hand or power machine.

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CARPENTERS, Continued

Forms
The fabrication and re-fabrication of all forms and dismantling of forms when they are to be reused. This includes removable corrugated metal forming systems and all other patented forming systems. When power rigging is used in the setting or dismantling of forms, and the necessary false work, all handling, rigging and signaling. The setting, leveling and aligning of all templates for anchor bolts for structural members, machinery, and the placing, leveling, bracing, burning and welding for all bolts. The installation of embedded materials where attached to forms and/or embedded materials for machinery. Framing in connection with the setting of bulkhead; fabrication of screeds and stakes for floors and form for articles. The handling of lumber, fabricated forms and form hardware installed by carpenters. The building and moving of all scaffolding for runways and staging. The cutting or framing of openings for piles, conduit, ducts, when they pass through floors, partitions or forms. All rigging, setting, aligning and hand signaling when setting up pre-cast units.

Furniture
The loading, unloading, handling, dismantling, distribution, erection, stockpiling, refurbishing, and installation of all modular and systems office furniture and all components parts, new and refurbished.

Lathing
The prefabricating, erecting, construction, furring, making and erecting of brackets, clips and hangers, wood, wire and metal lath to which plaster-type materials are applied; corner beads, arches erected for the purpose of holding plaster or cement.

The rigging, erecting, staying and fastening in any manner of all pre-cast aggregate panels of all types. All carrying bars, purlins and furring, regardless of size; light iron and metal furring of all descriptions for the receipt of metal lath, rock lath and all light iron when studs are to receive metal lath or rock lath for the application of plaster; and all other light iron furring erected to receive lath and plaster. The nailing, typing and fastening of all wire and metallic lath such as wire cloth, wire mesh, expanded metal lath, hyrib and flat expanded metal lath and wire of all descriptions as well as the placing of all hangers to support suspended ceilings or any of the above types of light iron and metal furring which receive lath and plaster; the placing of all types of floor lath, such as hyrib lath, paperback steeltex floor lath, Penn metal rib, etc. The tying, nailing, clipping or fastening, mechanical or otherwise, of all types of lath regardless of size, such as wood lath, plasterboard, button board, flaxilinum board, bishopric, celetex, gypsum lath, foam and Styrofoam, rock lath or any and all other types of material erected to receive or hold plaster. The erection of all metal plastering accessories such as metal corner beads and other plastering accessories which are covered and/or serve as a ground of screed for plaster.

Material Procedures
The unloading, handling and erection and power rigging in connection with laminated wood arches, trusses and decks. All power rigging and signaling of Carpenters' materials. The operation and maintenance of small air compressors generators, electric or gasoline power motors for the operation of woodworking machinery. The unloading, handling and distribution of materials erected and installed. by carpenters. All prefabricated, manufactured and finished materials regardless of packing, shall be unloaded distributed and installed by the Carpenters. This shall include, but not be limited to all forms, templates, bolt, cabinets and all materials normally installed by Carpenters. Underpinning, lagging, bracing, propping and shoring, raising and moving of all building structures of parts thereof by the use of jack, power rigging or other methods shall be the work. This includes the unloading and setting of modular units and all work related thereto. The assembly and erection of pole and pre-engineered buildings.

Railing
The installation of all construction of temporary guardrails, barricades and /or safety devices. The unloading, handling, distribution, installation and backing necessary for all aluminum, vinyl, plastic or wood handrails and guardrails.

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CARPENTERS - Continued

Scaffolding
The installation of all construction of temporary guardrails, barricades and /or safety devices. The unloading, handling, distribution, Installation and backing necessary for all aluminum, vinyl, plastic or wood handrails and guardrails.

Sink Tops and Cabinets
The unloading, distribution and installation of all sink tops, cabinets, hoods base and wall units.

Weather and Spray Protection
The fabrication, erection and removal of frames, enclosures of buildings or scaffoldings, the draping of tarps, of tarps, visqueen or similar coverings when secured by wire , nailing, bolting or clamps. The handling and setting up of all temporary enclosures.

Widows, Walls and Partitions
The installation, erection and/or application of all material component parts of wall and partitions regardless of all materials composition or method or manner of their installation, attachment of connection, including but not limited to the following items: All floor and ceiling runners, studs, stiffeners, cross bracings, Te-Blocking, resilient channels, furring channels, doors and windows including frames, casing, molding, base, accessory trim items, gypsum drywall materials, the making and installing of all backing for fixtures and welding of studs or other fasteners to receive materials being applied; laminated gypsum systems backing board, finish board, fireproofing of beams and columns, fireproofing of chase, sound and thermal installation materials, fixture attachments including all layout work, preparation of all openings for lighting, air vents or other purposes, all toilet partitions and insulated translucent wall and ceiling systems, and all other necessary or related work.

The erection of exterior metal studs and the installation windows metal or wood and those attached to metal studs.

The installation of rockwool, cork, fiberglass, tectum, Styrofoam and other insulation material used form sound of weatherproofing, the renewal for caulking and replacing of staff bead, brick mould and all Oakum, caulking, substitutes and all other caulking in connection there with, and the installation of chalkboards, cork and tack boards.

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DRYWALL FINISHERS				
Drywall (Hand Tools)	$ 19.00	$ 4.30	$ 3.40	**$ 26.70**
Drywall (Bazooka Box)	20.00	4.30	3.40	**$ 27.70**
Apprentices:				
NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.				
1st 6 months	$ 12.35	$ 4.30	$ 3.40	**$ 20.05**
2nd 6 months	13.30	4.30	3.40	**21.00**
3rd 6 months	14.25	4.30	3.40	**21.95**
4th 6 months	15.20	4.30	3.40	**22.90**
5th 6 months	16.15	4.30	3.40	**23.85**
6th 6 months	17.10	4.30	3.40	**24.80**
7th and 8th 6 months	18.05	4.30	3.40	**25.75**

Per Hour Premiums:
~~$1.00 Chargeperson working up to 5 employees~~
$1.50 Chargeperson working 6 or more employees
$1.00 General Foreman above highest paid chargeperson

(1) Per hour health benefit includes hospitalization, medical, and life insurance

Scope of work under this trade includes but is not be limited to: the preparation or leveling of any surface or substrate which is to receive a coating, finishing and/or wall covering; this will include, but not be limited to, all levels of finishing and/or spackling of all surfaces, including gypsum wallboard taping and finishing, fire taping and all fire stopping systems, glaze coatings, skim coating or any other finishing system, spotting of nails, finishing of corner beads/flex beads. Patching and sanding is within the system of preparing surface for finishes. All stucco and dryvit systems.

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ELECTRICAL WORKERS				
Journeymen:				
Wiremen	$ 30.61	$ 6.35	$ 4.29	**$ 41.25**
Cable Splicer	31.11	6.35	4.36	**41.82**
Welder	31.11	6.35	4.36	**41.82**
Foreman (2)	33.67	6.35	4.71	**44.73**
General Foreman (22 or more Journeymen)	36.73	6.35	5.14	**48.22**
For projects awarded or bid prior to January 1, 2014 where the electrical portion of the contract is less than $2 million.				
Journeymen:				
Wiremen	$ 27.15	$ 5.85	$ 3.53	**$ 36.53**
Foreman (2)	29.87	5.85	3.88	**39.60**
General Foreman (22 or more Journeymen)	32.58	5.85	4.24	**42.67**
Apprentices:				
NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.				
First year	$ 14.73	$ 4.22	$ 2.06	**$ 21.01**
Second year	15.57	4.22	2.18	**21.97**
Third year	17.24	4.22	2.41	**23.87**
Fourth year	18.90	4.22	2.65	**25.77**
Fifth year	22.96	4.22	3.21	**30.39**

Add $1.00 per hour to the per hour wage rate for Journeymen working in high hazardous locations.

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) On any job where three (3) Journeyman are employed, one shall be designated foreman. One (1) additional Journeyman shall be designated foreman if there are 10-14 Journeyman, and one (1) additional for 15-21 Journeyman.

Scope of work under this trade includes but is not be limited to: installation, inspection, operation, maintenance, service, repair, testing or retrofit of all energized and de-energized electrical power and communications conductors, electrical materials, electrical devices and electrical power distribution equipment, or a part of there which generates, transmits, transforms or utilize electrical energy in any form AC or DC voltages for heat, light or power used in the construction, alteration, temporary power, maintenance, service and repair of public and private premises including building, floating buildings, structures, bridges, street, highway and tunnel work including all signaling, shafts, dams or levees, river and harbor work, airports, mobile homes, recreational vehicles, yards, lots, parking lots, carnivals, tradeshows, events and industrial substations, The installations of electrical conductors and electrical distribution equipment that connect to the supply of electricity, installations used by an electric utility that are not an integral part of a generating plant, substation or control center and all electrical raceways of whatever form for electrical and communications conductors and fiber optics.

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ELECTRICAL WORKERS, Continued

As related to an electrical system in its entirety, the chasing, channeling, opening and closing of places above and below ground, placement, installation or temporary installation, erection, inspection, operation, welding, maintenance, service, repair, testing or connection of any electrical conductors, electrical lighting fixtures, appliances, instrumentation apparatus, raceway systems, conduit systems , pipe systems, underground systems, cable tray systems, grounding, bonding systems, lightening protection systems, power-generating green technology systems or other systems of renewable energy including but not limited to photovoltaic, solar, wind turbine, hydro-generation, geothermal or tidal systems, electric vehicle technology, electrical power conductors and communications conductors for energy management systems, electrical power conductors and communications conductors for building automation systems, railroad, signalman, maintainer and railroad communication, nuclear, or the erection, alteration, repair, modification, splicing, termination of electric transmission lines on private property, structured cabling systems for transmission of voice, data, video, notification, warning systems, smoke and fire alarm systems, other life safe safety and security systems and appurtenances.

The installation of electrical lighting, heating and power equipment, fiber optics, and the installation and connecting of all electronic equipment, including computing machines and devices, monitoring of radiation hazards where such monitoring work is not preempted or performed by an electrical utility, the installation of all temporary power and light wiring, high-voltage cable splicing and terminations, breaker testing and the commission and decommission of electrical control systems. Clean, service, repair, replace, operate and adjust high and low voltage switchgear; transformers, conductors, connectors, breakers, fuses and buses. Operations, maintenance and repair of high voltage electrical power connections, circuit protection devices and associated switchgear.

APPRENTICE RATIO: Two (2) Apprentice to (1-3) Journeymen.

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ELECTRICAL WORKERS (ELECTRIC SIGN)				
Journeymen:				
Wireman	$ 25.50	$ 6.35	$ 3.57	**$ 35.42**
Foreman (2)	28.05	6.35	3.93	**38.33**
Apprentices:				
First Period	$ 14.39	$ 4.22	$ 2.01	**$ 20.62**
Second Period	14.39	4.22	2.01	**20.62**
Third Period	15.20	4.22	2.13	**21.55**
Fourth Period	16.83	4.22	2.36	**23.41**
Fifth Period	18.46	4.22	2.58	**25.26**
Sixth Period	22.58	4.22	3.16	**29.96**

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

Add $2.00 per hour to the per hour wage rate for Journeymen working in high hazardous locations.

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) On any job where ten (10) Journeyman are employed, one shall be designated foreman.

Scope of work under this trade includes but is not be limited to: the installation, alteration, dismantling or removing of all illuminated signs, non illuminated signs or displays, whether luminous tube, light emitting diodes, receptacle, plastic, reflector type, plaques and panels. The installation of all interior neo tubing and light emitting diodes for lighting or decorating all secondary conduit work, flashers, timers or other auxiliary equipment, also the steel structures for the support of signs or displays. In the event of billboards or displays not served from an existing building or group of buildings and which in itself is an individual entity, having its own service and meter, all such service conduit meter and secondary conduit. Also covered is the service, maintenance and patrolling of all electrical equipment on signs, displays, and tube lighting after they have been erected and in operation.

APPRENTICE RATIO: Two (2) Apprentices to one to three (1- 3) Wiremen.

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ELEVATOR CONSTRUCTORS				
Mechanics	$ 40.91	$ 14.43	$ 14.96	**$ 70.30**
Mechanic In Charge	46.02	14.43	14.96	**75.41**
Apprentices:				
Probationary Apprentice/Helper (2)	$ 20.46	$ 14.43	$ 14.96	**$ 49.85**
First year	22.50	14.43	14.96	**51.89**
Second year	26.59	14.43	14.96	**55.98**
Third year & Helpers	28.64	14.43	14.96	**58.03**
Fourth year & Asst. Mechanics	32.73	14.43	14.96	**62.12**

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) Probationary Apprentice/Helper receive health and pension after 1st 6 months.

APPRENTICE RATIO: One (1) Apprentice to one (1) Mechanic.

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GLAZIERS, ARCHITECTURAL METAL & GLASS WORKERS (2)				
Glazier (Commercial)	$ 22.00	$ 4.30	$ 3.45	**$ 29.75**
Foreman (4 to 10 employees)	23.00	4.30	3.45	**30.75**
Foreman (10 or more employees)	24.00	4.30	3.45	**31.75**
General Foreman	25.00	4.30	3.45	**32.75**
Apprentices:				
First Level	$ 14.30	$ 4.30	$ 0.30	**$ 18.90**
Second Level	15.40	4.30	0.30	**20.00**
Third Level	16.50	4.30	0.30	**21.10**
Fourth Level	17.60	4.30	0.30	**22.20**
Fifth Level	18.70	4.30	0.30	**23.30**
Sixth Level	19.80	4.30	0.30	**24.40**
Seventh Level	20.90	4.30	0.30	**25.50**

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

Scope of work under this trade includes but is not limited to: (1) the installation, setting, cutting, preparing, fabricating, distribution, handling or removal of the following: glass and glass substitutes used in place of glass, pre-glazed windows, retrofit window systems, mirrors, curtain wall systems, window wall systems, suspended glass systems, louvers, photovoltaic and other collections systems, skylights, entranceways including automatic doors, patio doors, store front, column covers, panels and panel systems, glass hand rails, decorative metals as part of the glazing systems for weatherproofing and structural reasons. Art glass, prim glass, beveled glass, leaded glass, automotive glass, protection glass, plate glass, window glass, all types of opaque glass, glass chalk boards, structural glass, tempered and laminated glass, Thiokol, neoprene, all types of insulating glass units, all plastics or other similar materials when used in place of glass to be set or glazed in its final resting place with or without putty, vinyl, molding, rubber, lead sealants, silicone and all types of mastics in wood, iron, aluminum, sheet metal or vinyl sash, doors, frames, stone wall cases, show cases, book cases, sideboards, partitions and fixtures.

(2) the installation of the above materials when in the shop or on the job site, either temporary or permanent, on or for any building in the course of repair, remodel, alteration, retrofit or construction;

(3) the installation and welding of all extruded, rolled or fabricated materials including, but not limited to all metals, plastic and vinyl, or materials that replace same, metal and vinyl tubes, mullions, metal facing materials, corrugated flat metals, aluminum panels, muntins, fascia, trim moldings, porcelain panels, architectural porcelain, plastic panels, unitized panels, skylights, showcase doors, all handrails and relative materials, including those in any or all types of building related to store front, door/window construction and curtain wall systems;

(4) the installation of automatic door entrances, door(s) and window(s) frame assemblers such as patio sliding or fixed doors, vented or fixed windows, shower doors, bathtub enclosures, storm sash where the glass becomes an integral part of the finished product, including the maintenance of all the above;

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GLAZIERS, ARCHITECTURAL METAL & GLASS WORKERS (2)

(5) bevellers, silvers, scratch polishers, abrasive blasters, flat glass wheel cutting, mitre cutters, engravers, hole drilling, machine operations, belt machines and all machines used in the processing of glass, automatic bevelling, silvering, grinding, polishing, unpacking and racking of glass, packing glass, glass cleaners in shops, mirror cleaning, assembling, framing and fabrication and assembling of all insulated and non-insulated units, fabrication and mounting of mirrors and the operations of all machines and equipment for these operations;

(6) the selecting, cutting, preparing, designing, art painting, and installing of fused glass, thick facet glass in concrete and cementing of art glass, and the assembly and installing or removal of all art glass, engraving, drafting, etching, embossing, designing, abrasive blasting, chipping, glass bending, glass mosaic workers, cutters of all flat and bent glass; glass shade workers, and glaziers in lead or other glass metals; the fabrication and distribution of all glass and glass-related products;

(7) any and all transportation, handling, unloading and loading of tools, equipment and materials.

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INSULATORS & ASBESTOS WORKERS				
Insulators or Asbestos Workers	$ 22.02	$ 6.90	$ 5.15	**$ 34.07**
Foreman	22.52	6.90	5.15	**34.57**
General Foreman (15 or more workers)	23.52	6.90	5.15	**35.57**
Apprentices:				
NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.				
First year	$ 13.87	$ 6.90	$ 5.15	**$ 25.92**
Second year	15.41	6.90	5.15	**27.46**
Third year	17.61	6.90	5.15	**29.66**
Fourth year	19.81	6.90	5.15	**31.86**
Improvers	12.55	0.00	0.00	**12.55**

Per Hour Premiums:
$0.25 for time spent in or on a boatswain chair or swinging scaffold, suspended by caple or ropes.

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

Scope of work under this trade includes but is not be limited to: the preparation, fabrication, application, alteration, erection, assembling molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing and/or weatherproofing of cold or hot thermal, insulation with such materials as may be specified when these materials are to be installed for thermal, fireproofing and acoustical purposes in voids, or to create voids, or on either piping, fittings, valves, boilers, ducts, flues, tanks, vats equipment, or on any cold or hot surfaces for the purpose of thermal control.

Preparation and application of all exterior material, excluding factory applied for the purpose of weatherproofing or protection, etc. This is also to include all labor connected with the handling and distribution of thermal insulation materials on the job premises and all other such work for the purpose of thermal control. All exterior material, excluding factory applied for the purpose of weatherproofing or protection, etc, shall be prepared and applied by the Asbestos Workers. This is also to include all labor connected with the handling and distribution of thermal insulation materials on the job premises.

It shall also includes fire stopping or fireproofing technicians, & apprentices engaged in the manufacture, fabrication, assembling, molding, handling, erection, spraying, pouring, mixing, hanging, preparation, application, adjusting, alteration, repairing, dismantling, reconditioning, testing, and maintenance of the following, when applied by machine or other application methods of all firestopping materials including, but not limited to: inlumescent firestop sealant, inlumescent firestop blocks, elastomeric firestop sealant, self-leveling firestop sealant, trowelable firestop compound, firestop collars, composite sheets, putty pads, fire containment pillows, wrap strips, putty sticks, firestop mortar, firestop mastic, refractory ceramic fiber blanket for kitchen exhaust and fire rated duct systems, or other materials used in connection with labor, and to include other fire protection materials such as boots and cable coatings which are connected with the handling or distribution of the above insulating materials, or the repair and maintenance of all equipment, on job premises.

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INSULATORS & ASBESTOS WORKERS, Continued

The types of work shall include but not be limited to: top of wall, curtain wall, fire rated wall penetrations, grease ducts, stairwell pressurization systems, beam, column, and deck fireproofing, application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies in order to prevent the passage of fire, smoke, or other gases. The application include all components involved in creating the rated barrier at perimeter slab edges and cavities, the head of gypsum board or concrete walls, joins between rated wall or floor components, and sealing of penetrating items and blank openings.

The unloading and distribution on the job site of all insulation material and related material and equipment, the assembling, dismantling of scaffolding and clean up when necessary.

APPRENTICE/IMPROVER RATIO: One (1) Apprentice/Improver to two (2) Insulators or Asbestos Workers. A one (1) to one (1) ratio is permitted on overtime hours on job sites requiring the work of only two (2) men.

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IRONWORKERS				
Ironworkers	$ 24.21	$ 5.00	$ 2.78	**$ 31.99**
Foreman (2)	26.63	5.00	2.78	**34.41**
General Foreman (2)	29.05	5.00	2.78	**36.83**
Apprentices:				
First 6 months - 800 Hours	$ 12.11	$ 5.00	$ -	**$ 17.11**
Second 6 months - 800 Hours	13.32	5.00	-	**18.32**
Third 6 months - 800 Hours	14.53	5.00	-	**19.53**
Fourth 6 months - 800 Hours	15.74	5.00	-	**20.74**
Fifth 6 months - 800 Hours	16.95	5.00	-	**21.95**
Sixth 6 months - 800 Hours	18.16	5.00	-	**23.16**
Seventh 6 months - 800 Hours	19.37	5.00	-	**24.37**
Eighth 6 months - 800 Hours	20.58	5.00	-	**25.58**

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

Per Hour Premiums:
Diving Pay add Journeyman wages plus $5.00

(1) Per hour health benefit includes hospitalization, medical and life insurance.

(2) Required when 2 or more Ironworkers are employed by one employer. When a crew exceeds 12 or more, another foreman is required. A General Foreman is required if three or more Ironworker Foreman are employed on a job.

Scope of work under this trade includes but is not be limited to: erection and installation of all bridges, structural, ornamental, reinforcing, and reinforcing ironwork; which includes but is not limited to the following: reinforcing steel (rebar), post tensioning (cables), structural steel and iron, miscellaneous steel and iron, stairs – joist – decking, curtains and window walls, storefronts – windows, metal doors (manual and electric), glass doors (manual and electric) glass slider doors, screens – fences, tilt walls – prescast – stone, space frames – skylights, pre-engineered metal buildings, cladding covers (all types) column covers (all types), towers – cranes – hoists, standing seam metal roofs, handrails – rails (all types), rigging – welding, conveyors – erectors and maintenance, and glazing – caulking – sealants.

APPRENTICE RATIO: 33 1/3% of the work force may be Apprentices/Trainees.

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This classification cannot be used for unskilled employees performing work in other trades OR for employees in other trades that handle their own materials and/or must clean up after their work is performed. Employees must be paid in accordance with the type of work being performed without regard to skill.				
LABORERS				
Laborer	$ 15.00	$ 3.00	$ 1.92	**$ 19.92**
Apprentices:				
NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.				
1st 6 month period	$ 12.00	$ 3.00	$ 1.92	**$ 16.92**
2nd 6 month period	12.75	3.00	1.92	**17.67**
3rd 6 month period	13.50	3.00	1.92	**18.42**
4th 6 month period	14.25	3.00	1.92	**19.17**

Per Hour Premiums:
Laborer Foremen (4 or more laborers) - $1.00 per hour on top of the highest paid laborers
General Foreman (15 or more laborers) - $ 1.50 per hour on top of the highest paid laborers

$0.50 Mason and Plasterer Tenders, Concrete Placement-Patchmen and Finish Tenders, Scaffold Builders, Strippers and Wreckers, Electric and Air Hammers, Concrete Grinders, Saws, Coring Machines, Nozzle and Hopper and Mixers, Cutting Torch, Hydro Blasting, Chain Saw.

$2.50 Form Builders and Setters, Plaster and Concrete Finish and Repair, Water Sewer and Storm Drain Pipelayers, Asbestos Removal, Hazardous Waste and Lead Removal, Remediation and Handling.

Contracts for the inspection of sewer lines for leakage and damage through the use of Closed Circuit T.V. inspections and the simultaneous sealing of leaks or other damage in the lines as the machine inspects the sewer line is covered under the Responsible Wages and Benefits. Contracts for inspection only are not covered. Workers performing on a Closed Circuit T.V. crew should be classified and paid as laborer. The CCTV Operator should receive the $2.50 per hour supplement for Water Sewer & Storm Drain Pipelayers. The rate for the Vactor Trucks Operator is listed under the Operating Engineers Wage Schedule.

(1) Per hour health benefit includes hospitalization, medical and life insurance.

Scope of work under this trade includes tending masons, plasterers, carpenters and other building and construction crafts. Tending shall consist of preparation of materials and the handling and conveying of materials. Unloading, handling and distributing of all materials, fixtures, furnishings and appliances from point of delivery to point of installation. Cleaning and clearing of all debris. Ageing and curing of concrete, mortar and other materials.

Scaffolds - erection, planking and removal.

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This classification cannot be used for unskilled employees performing work in other trades OR for employees in other trades that handle their own materials and/or must clean up after their work is performed. Employees must be paid in accordance with the type of work being performed without regard to skill.

LABORERS, Continued

Excavations and Foundations, Site Preparation and Clearance, Transportation and Transmissions Lines - Excavation for building and all other construction, digging of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes, and irrigation trenches, canals and all handling filling and placing of sand bags connected therewith. All drilling, blasting and scaling on the site or along the right of way, as well as all access roads, reservoirs, including areas adjacent or pertinent to the construction site, installation of temporary lines. Preparation and compacting of roadbeds for highway construction and the preparation of trenches, footings, etc. for cross country transmission or underground lines or cables. On site preparation and right-of-way clearance, for construction of any structures or the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc. Erection, dismainlting and/pr re-installation of all fences.

Concrete, Bituminous Concrete and Aggregates - Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregates, whether done by hand or other process. Wrecking, stripping, dismantling and handling concrete forms and falsework. Placing of concrete or aggregrates whether poured, pumped, gunnited, or placed by any other process. All vibrating, grinding, spreading, flowing, puddling, leveling and strike off of concrete aggregrates by floating rodding or screeding, by hand or mechanical means prior to finishing. The filling and patching of voids, crevices etc. to correct defects in concrete.

Underpinning, Lagging, Bracing, Propping and Shoring; Drilling and Blasting; Signal Men; General Excavation and Grading; and Wrecking.

APPRENTICE RATIO: One (1) Apprentice to three (3) Laborers.

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MILLWRIGHTS, MACHINERY ERECTORS & DIVERS (2)				
Millwrights, Machinery Erectors	$ 29.73	$ 4.00	$ 8.55	$ **42.28**
Apprentices:				
1st Year	$ 19.32	$ 4.00	$ 8.55	$ **31.87**
2nd Year	22.30	4.00	8.55	**34.85**
3rd Year	25.27	4.00	8.55	**37.82**
4th Year	28.24	4.00	8.55	**40.79**
Journeyman Diver (2)	$ 36.02	$ 4.00	$ 8.55	$ **48.57**
Diver Foreman	38.02	4.00	8.55	**50.57**
Diver Foreman (11 or more workers)	40.02	4.00	8.55	**52.57**
Diver Tenders	32.02	4.00	8.55	**44.57**

Per Hour Premiums:
$2.00 Foreman (Required if 2 or more Millwrights on job; no Foreman shall supervise more than 10 Millwrights)
$3.00 General Foreman (Required if more than one Foreman is required and can serve as a Crew Foreman)

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

(1) Per hour health benefit includes hospitalization, medical and life insurance.

(2) Diver classification applies to any Millwright that performs work beneath the water surface.

Scope of work under this trade includes but is not be limited to: installation, assembly, and, when necessary, dismantling machinery in factories, power plants, and construction sites.

APPRENTICE RATIO: One (1) Apprentice to three (3) Millwrights or Machinery Erectors.

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OPERATING ENGINEERS				
Group I All Cranes Over 15 Tons Capacity Hoists, 2 & 3 drum only Utility Operator (Grouped Misc. Equipment)	$ 30.55	$ 4.00	$ 4.50	**$ 39.05**
Group I-A Cranes (w/CCO Certification)	$ 31.05	$ 4.00	$ 4.50	**$ 39.55**
Group I-B Oiler/Driver/Flagman	$ 22.00	$ 4.00	$ 4.50	**$ 30.50**
Group II Grader, Finish Drill Rig, Truck Mounted, Watson Class	$ 28.21	$ 4.00	$ 4.50	**$ 36.71**
Group III Concrete Pump, Truck Mounted Concrete Placing Booms Grader Dragline	$ 28.21	$ 4.00	$ 4.50	**$ 36.71**
Group IV Yard Crane Hydraulic Crane, Capacity 15 Ton and Under Dozer Drill Rig, Truck Mounted (Sterling Class) Gradall Front-End Loader Backhoe-Loader Combination Track Hoe/Excavator Skid Steer/Bobcat Pavement Breakers Straddle Buggy/Travel Lift Trenching Machine Mechanic Welder	$ 23.00	$ 4.00	$ 4.50	**$ 31.50**
Group V Batching Plant Boring Machine Concrete Pump, Trailer Mounted Forklift Hoists (Electric, Hydraulic, Air) Personnel, Material, Tugger Inside Elevators, Temporary Only Spreading/Finishing Machine	$ 22.44	$ 4.00	$ 4.50	**$ 30.94**

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OPERATING ENGINEERS, Continued				
Group VI Compressor, Above 250 CFM Utility Operator Less than Six (6) pieces of Miscellaneous Equipment Driver, Miscellaneous Trucks Pumps/Dewatering Systems (4 Inch and Over) Roller Scraper Off-Road Trucks Tractors Welding Machines, 3 or More	$ 21.35	$ 4.00	$ 4.50	**$ 29.85**
Group VII Oiler, Crawler Crane Mechanic's Helper	$ 22.00	$ 4.00	$ 4.50	**$ 30.50**
Apprentices:				
1st 6 months	$ 12.69	$ 4.00	$ 4.50	**$ 21.19**
2nd 6 months	13.96	4.00	4.50	**22.46**
3rd 6 months	15.23	4.00	4.50	**23.73**
4th 6 months	16.50	4.00	4.50	**25.00**
5th 6 months	17.76	4.00	4.50	**26.26**
6th 6 months	19.03	4.00	4.50	**27.53**
7th 6 months	20.30	4.00	4.50	**28.80**
8th 6 months	21.57	4.00	4.50	**30.07**

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

APPRENTICE RATIO: Three (3) Apprentice to one (1) Operator. Apprentices must be under the supervision of a Operator.

(1) Per hour health benefit includes hospitalization, medical and life insurance.

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PAINTERS/WALL COVERING INSTALLATIONS				
Painter - Commercial	$ 15.75	$ 3.80	$ 3.38	**$ 22.93**
Painter - Industrial	19.50	4.30	3.73	**27.53**

Industrial Rates are used on Water Treatment Plants, Pump Stations, Elevated / Ground Storage Tanks and Communication Towers.

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

1st 6 months	$ 10.24	$ 3.80	$ 3.38	**$ 17.42**
2nd 6 months	11.03	3.80	3.38	**18.21**
3rd 6 months	11.81	3.80	3.38	**18.99**
4th 6 months	12.60	3.80	3.38	**19.78**
5th 6 months	13.39	3.80	3.38	**20.57**
6th 6 months	14.18	3.80	3.38	**21.36**
7th and 8th 6 months	14.96	3.80	3.38	**22.14**

Per Hour Premiums:
$1.00 Chargeperson working up to 5 employees
$1.50 Chargeperson working 6 or more employees
$1.00 General Foreman above highest paid chargeperson

Highway/Parking Lot Striping Only (DAVIS BACON GENERAL DECISION NUMBER FL150221 01/09/15)				
Painter (Highway/Parking Lot Striper)	$ 12.13	$ -	$ -	**$ 12.13**
Operator (Spray Nozzleman)	$ 11.16	$ -	$ -	**$ 11.16**

(1) Per hour health benefit includes hospitalization, medical and life insurance.

Scope of work under this trade includes but is not limited to: preparation, application and removal of all types of coatings and coating systems in relation to all painting, decorating, protective coatings, coating and staining of concrete floors and toppings, waterproofing, masonry restoration, fireproofing, fire retarding, metal polishing, refinishing, sealing, lining, fiber glassing, E-Glass fiberglass, carbon fiber, encapsulating, insulating, metalizing, flame spray, the application of Exterior Insulating Finishing Systems;

Each and all such applications, and similar or substitute applications, on all surfaces, interior and exterior, to include, but not to be limited to: residences; buildings; structures; industrial, power, chemical and manufacturing plants; bridges; tanks; vats; pipes; stacks; light and high tension poles; parking, traffic and air strip lines; trucks; automobile and railroad cars; ships; aircraft; and all machinery and equipment;

Any and all material used in preparation, application or removal of any paint, coatings or applications, including, but not limited to: the handling and use of thinners, dryers, sealers, binders, pigments, primers, extenders, air and vapor barriers, emulsions, waxes, stains, mastics, plastics, enamels, acrylics, epoxies, epoxy injection and T-Lock welding, alkalis, sheet rubber, foams, seamless and tile-like coatings, etc.;

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PAINTERS/WALL COVERING INSTALLATIONS, Continued

All preparation for and removal of any and all materials for finishes, such as deep cleaning, patching, all levels of finishing, taping/finishing skim coating, pointing, caulking, high pressure water, chemical and abrasive blasting, environmental blasting, wet/dry vacuum work, chemical stripping, scraping, air tooling, bleaching, steam cleaning, asbestos and lead abatement/removal; mold remediation and vapor barrier systems;

The inspection of all coatings and/or coating systems during their applications.

All material applied to walls or ceilings with adhesive, staples, tacks, by stretching or adhered by any other method, including all papers, vinyl, flexible woods, fabrics, borders, metals upholstered wall systems, the fabric covered panels made of plastic/wood or pre-finished products of micro fiberglass, etc., acrovin and various plastic wall coverings such as wainscot, caps, corner moldings and accessories;

Any and all preparation of walls and ceilings such as scraping or any methodology for removal of existing materials, including patching, leveling, skim coating and priming.

APPRENTICE RATIO: One (1) Apprentice to three (3) Painters/Wall Covering Installers.

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PILEDRIVERS, BRIDGE CARPENTERS & DIVERS				
Piledrivers and Bridge Carpenters	$ 24.70	$ 3.51	$ 5.85	$ **34.06**
Foreman (10 or less workers)	28.20	3.51	5.85	**37.56**
Divers (Wet days up to 59' or Dry days)	$ 29.15	$ 3.51	$ 5.85	$ **38.51**
Diver Tender	$ 24.70	$ 3.51	$ 5.85	$ **34.06**
Foremen (10 or less) - $2.00 per hour over the Divers rate				
Foreman (11 or more workers) - $ 4.00 per hour over the Diver rate				

Diver Wet Days - The diver and tender must receive the diver rate with a premium pay of $1.00 per hour/ per foot per day for (60'-100'). Over 100' will be negotiated between the diver and the employer.

Foreman Wet Days - The foreman must receive the foremen rate with a premium pay of $2.00 per hour/ per foot per day for (50'-100'). Over 100' will be negotiated between the diver and the employer.

For Effluent Diving (working in hazardous waters such as waste water treatment plant/tanks, sewer pipes or storm water out fall pipes) the diver and tender must receive 1.5 times the diver and tender base rate and on wet days the diver and tender must also receive a premium pay of $1.00 per foot per day for (60' - 100') and over 100' will be negotiated between the diver and the employer.

Penetration: $1.00 per foot per day in excess of 20' after entering an enclosed structure that has no direct path to the surface.

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

1st year	$ 14.82	$ 3.51	$ 5.85	$ **24.18**
2nd year	17.29	3.51	5.85	**26.65**
3rd year	19.76	3.51	5.85	**29.12**
4th year	22.23	3.51	5.85	**31.59**

Per Hour Premiums:
$0.50 Certified Welders

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

Scope of work under this trade includes but is not be limited to: all work historically related to piledrivers, welders, drillers, burners, riggers, divers, bridge, deck and wharf builders, signaling, and highway construction. Such work includes, but is not limited to, the following kinds, classes, or descriptions of work: fabricating, erecting, dismantling, loading, unloading, moving, spotting, and handling of all piledriving equipment on the jobsite;

Jobsite moving and spotting of barges used in connection with piledriving work; anchoring, bolting, boom-tending, bracing, building, burning, capping, caulking, cutting, chipping of all types of piles, dismantling, drilling, erecting, fabricating, fitting, handling, lagging, loading, moving, plumbing, rafting, securing, signaling, spotting, welding, wrapping, and tying back, unloading and removing, all materials of any kind, make, shape or composition, whether prestressed or poststressed concrete, pipe, corrugated shell where power rigging is used, sand piles, sheet piles, auger cast type piling, wood, plastic, fiberglass, steel or any metal or synthetic which is used or installed in, or for, the building, construction, alteration, maintenance, or repair of wharfs, bridges, docks, piers, bulkheads, trestles, cofferdams, tunnels, seawalls, seawall caps, boardwalks, deck, and temporary flotation devices;

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PILEDRIVERS, BRIDGE CARPENTERS & DIVERS, Continued

Pilings used in retaining walls, reservoirs, ditches, canals, spillways, cuts, or in any place where retaining walls are used made of any kind of material, whether temporary or permanent; weights for piers, caissons, and test piles;

Foundation work, including all piling, whether cast-in-place, poured-in-place, driven, jetted, augered, pre-augered or placed, and all caisson, drilled shaft and vibro-flotation foundations;

The splicing, heading, placing of stringers for frame work, fabrication and placing of wailing, spring and fender lines of any material described above;

The driving, vibrating, jetting, sinking, or screwing of all metrials described above, whether by steam, pneumatic, hydraulic, electric, diesel, gravity, or vibratory hammer power; All other work in connection with drilling of any holes, shafts or caissons, for foundation work, spotting, aligning, monitoring, plumbing, and leveling of all drilling equipment whether the drilling is vertical, diagonal, on land or water, and is performed by equipment mounted on trucks, cranes, platforms or barges, or any other kind of mounted or self-contained water or land unit; and the handling, loading, unloading, changing, setting up, repairing, welding, or maintenance of the drilling equipment on the job site.

The fabrication and placing of all decking and guards on all docks, wharfs, and piers on the jobsite.

Diving: shall be defined as any work performed beneath the water surface, which require individual external life support systems for safe and efficient performance. All underwater construction and reconstruction and the salvage of, and removing of, underwater structures; underwater inspection and repair of hulls, docks, bridges and dams, underwater pipelines, sewages and water systems, underwater suction and discharge lines such as those used at chemical plants, pull mills, and desalinization plants; inspecting, surveying , removing, rescuing, and recovering of all objects below water surfaces; all underwater work necessary on offshore oil platforms permanent or temporary, including all offshore floating drill rights and offshore jack up platforms; all underwater work on pipelines and hookups including oil, gas, water sewage systems; the laying of under water power and telephone cables; offshore marine mining and dredging operations using divers in any phase of tier work; all petroleum, fisheries, oceanographic, research and experimental work, nuclear reactors where the use of divers is necessary; all underwater demolition and blasting work requiring divers.

APPRENTICE RATIO: One (1) Apprentice to three (3) Piledrivers or Bridge Carpenters.

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PIPEFITTERS, AIR CONDITIONING & REFRIGERATION				
R-4 UNLIMITED RESIDENTIAL AND LIGHT COMMERCIAL UP TO 10 TONS				
Pipefitter, Air Conditioning & Refrigeration	$ 17.43	$ 7.10	$ 1.00	$ **25.53**
R-3 COMMERCIAL AC, REFRIGERATION, ICE MACHINES, SELF CONTAINED AND SPLIT SYSTEMS UP TO 50 TONS				
Pipefitter, Air Conditioning & Refrigeration	$ 20.76	$ 7.10	$ 3.85	$ **31.71**
R-2 COMMERCIAL LIMITED, PIPING LIMITED, ALL AC REFRIGERATION, PIPING UP TO 100 TONS				
Pipefitter, Air Conditioning & Refrigeration	$ 25.82	$ 7.35	$ 4.45	$ **37.62**
R-1 COMMERCIAL UNLIMITED, ALL PIPING SYSTEMS OVER 100 TONS				
Pipefitter, Air Conditioning & Refrigeration	$ 32.58	$ 7.35	$ 4.80	$ **44.73**
Foremen (2)	37.65	7.35	4.80	$ **49.80**
General Foreman	41.03	7.35	4.80	**53.18**
Apprentices:				
First Year (1st 6 months)	$ 13.85	$ -	$ -	$ **13.85**
First Year (2nd 6 months)	14.85	-	-	**14.85**
Second year (1st 6 months)	15.25	5.70	-	**20.95**
Second year (2nd 6 months)	16.25	5.70	-	**21.95**
Third year (without license)	17.25	5.70	-	**22.95**
Third year (with license)	18.25	5.70	-	**23.95**
Fourth year (without license)	18.50	5.70	2.79	**26.99**
* Fourth year (with license)	20.50	5.70	2.79	**28.99**
Fifth year (without license)	24.44	6.65	2.95	**34.04**
*Fifth year (with license)	26.06	6.65	2.95	**35.66**

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

(1) Per hour health benefit includes hospitalization, medical and life insurance.

(2) Foreman required for 5 or more workers; also required on all jobs 150 tons or over.

Scope of work under this trade includes but is not be limited to: installation of all heating, ventilating, air conditioning (HVAC) systems, including equipment and/or related piping systems, and the handling of all piping, appurtenances and equipment pertaining to all new construction and renovation and service work.

APPRENTICE RATIO: One (1) Apprentice to one (1) Pipefitter, Air Conditioning & Refrigeration Worker.

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PLASTERERS AND CEMENT MASONS				
Light Commercial (Buildings under 5,000 square feet and do not have an elevator)				
Interior-Exterior Plasterers	$ 16.20	$ 6.20	$ 2.28	$ **24.68**
Apprentices:				
1st Period	$ 10.53	$ 6.20	$ 2.28	$ **19.01**
2nd Period	11.34	6.20	2.28	**19.82**
3rd Period	12.15	6.20	2.28	**20.63**
4th Period	12.96	6.20	2.28	**21.44**
5th Period	13.77	6.20	2.28	**22.25**
6th Period	14.58	6.20	2.28	**23.06**
Cement Mason & Form Setters	$ 16.20	$ 6.20	$ 2.28	$ **24.68**
Apprentices:				
1st Period	$ 10.53	$ 6.20	$ 2.28	$ **19.01**
2nd Period	12.15	6.20	2.28	**20.63**
3rd Period	12.96	6.20	2.28	**21.44**
4th Period	14.58	6.20	2.28	**23.06**
Commercial (Buildings over 5,000 square feet or a building with an elevator)				
Interior-Exterior Plasterers	$ 20.75	$ 6.20	$ 2.28	$ **29.23**
Apprentices:				
1st Period	$ 13.49	$ 6.20	$ 2.28	$ **21.97**
2nd Period	14.53	6.20	2.28	**23.01**
3rd Period	15.56	6.20	2.28	**24.04**
4th Period	16.60	6.20	2.28	**25.08**
5th Period	17.64	6.20	2.28	**26.12**
6th Period	18.68	6.20	2.28	**27.16**
Cement Mason & Form Setters	$ 20.75	$ 6.20	$ 2.28	$ **29.23**
Apprentices:				
1st Period	$ 13.49	$ 6.20	$ 2.28	$ **21.97**
2nd Period	15.56	6.20	2.28	**24.04**
3rd Period	16.60	6.20	2.28	**25.08**
4th Period	18.68	6.20	2.28	**27.16**
Industrial (Warehouses and Plants)				
Interior-Exterior Plasterers	$ 23.41	$ 6.20	$ 2.50	$ **32.11**
Apprentices:				
1st Period	$ 15.22	$ 6.20	$ 2.50	$ **23.92**
2nd Period	16.39	6.20	2.50	**25.09**
3rd Period	17.56	6.20	2.50	**26.26**
4th Period	18.73	6.20	2.50	**27.43**
5th Period	19.90	6.20	2.50	**28.60**
6th Period	21.07	6.20	2.50	**29.77**

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PLASTERERS AND CEMENT MASONS, Continued				
Cement Mason & Form Setters	$ 23.41	$ 6.20	$ 2.50	$ 32.11
Apprentices:				
1st Period	$ 15.22	$ 6.20	$ 2.50	$ 23.92
2nd Period	17.56	6.20	2.50	26.26
3rd Period	18.73	6.20	2.50	27.43
4th Period	21.07	6.20	2.50	29.77

$2.00 Foreman above the highest paid Interior-Exterior Plasterers/Cement Mason & Form Setters.
$4.00 Superintendents above the highest paid Interior-Exterior Plasterers/Cement Mason & Form Setters.

Per Hour Premiums:

$.50 for operators of the concrete finishing machine, swinging scaffold, laser screeds, curb machine, and/or any machine operator regarding concrete finishing to flatness concrete or similar applications.

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

(1) Per hour health benefit includes hospitalization, medical and life insurance.

Scope of work shall consist of any and all plastering and Concrete finishing.

Scope of work under the plastering trade includes but is not limited to the application of any type of lathing, scratch and finishing with the entire plastering industry, Stucco, EIFS, Synthetics, etc.

Scope of work under the Cement Mason Finishers trade includes but is not limited to: the set-up and finish of any type of concrete including but not limited to, curb and gutter, steps, man-holes, flatwork, slabs structures, and all types of decorative concrete, including all types of stamp concrete, saw cut designs and color chemical (acid) stains.

APPRENTICE RATIO: Three (3) Apprentices to one (1) Interior/Exterior Plasterers or Cement Mason & Form Setters provided that (1) Apprentice is 4th period or higher.

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PLUMBERS				
Plumbers	$ 27.02	$ 5.05	$ 3.74	**$ 35.81**
Foremen (10 or more employees)	31.94	5.05	3.74	**40.73**
General Foremen (16 or more employees)	34.79	5.05	3.74	**43.58**
Apprentices:				
1st year	$ 12.16	$ 1.94	$ -	**$ 14.10**
2nd year	14.19	3.30	0.50	**17.99**
3rd year	16.21	3.42	0.68	**20.31**
4th year	18.24	3.54	0.68	**22.46**
5th year	20.27	3.78	0.68	**24.73**

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

(1) Per hour health benefit includes hospitalization, medical and life insurance.

Scope of work under this trade includes but is not be limited to: the installation of appliances, piping and plumbing fixtures to be done by plumbers, plumbers apprentices and apprentice applicants. All job site unloading from tailgate and after, all of the handling and rigging of materials, fixtures, appliances having waste, water or gas connections, tools and equipment, for use in the work covered shall be done by plumbers, plumbers apprentices and apprentice applicants. Also included, where required, cement under tubs and all cementing of pipe supports and columns for piping systems. All filling and testing fixtures and pipes as required, including the layout and hook-up of water hoses for tests. Additionally where required: covering of fixtures for protection, grouting of all fixtures and cementing of all plumbing pipe chases and sleeves.

Plumber shall mean any person employed by a firm or corporation lawfully licensed to contract for and install work covered by the Plumbing Code of Miami-Dade County. The scope of work shall be, but not limited to as follows: All piping, setting and hanging of all units and fixtures for plumbing systems, water, waste, floor drains, drain gates, supply, leader, soil pipe, grease traps, sewage and vent lines. All cold, hot and circulating water lines, piping for house pumps, cellar drains, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above mentioned equipment. All piping in connection with central distributing filtration treatment stations, boosting stations, water and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basin, filter basins, settling basins, and aeration basins or tanks and lift stations on private property.

All potable water mains for whatever source, including branches and fire hydrants, etc. All potable water services from mains to buildings, including water meters and water meter foundations. All piping for potable water filters, water softeners, water meters and the setting of the same. All meters for measuring a volume of any substance, when used in connection with the plumbing industry. The laying out and cutting of holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports and boxes used in connection with the plumbing industry. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and material used in connection with plumbing. Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method, when used in connection with the plumbing industry.

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PLUMBERS, Continued

Prepare and grade trenches either manually or with machines in connection with the plumbing. The setting and hanging of all units or fixtures for ice making when units are complete and ready for operation. All Solar systems, piping and collectors of every description when used. All gas piping on the building side of meter, all piping of air systems including the assembling, erecting, handling and setting of all equipment used in the systems. The assembling, erecting, handling and setting of tanks, piping of instruments, measuring devices, thermostatic controls, gauges boards and other controls, oil heaters, oil coolers, storage and distribution tanks, transfer pumps and mixing devices and piping thereto. Installation of drain lines from equipment installed by pipefitters where directly connected to a sanitary system and condensate drain as part of system.

Down spouts and drainage area soil pipes, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, air conditioning and heating drain directly connected to storm drains and condensation systems. The installation and service of vacuum cleaning equipment and piping, vacuum systems and the installation and service of oxygen systems. All acetylene and arc welding, brazing, lead burning, soldering and wiped joints, caulked, expanded and rolled joints, or any other mode or method of making joints in connection with the plumbing industry.

APPRENTICE RATIO: Two (2) Apprentices to one (1) Plumber.

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ROOFERS, WATERPROOFERS & ALLIED WORKERS				
Roofers, Waterproofers & Allied Workers	$ 19.72	$ 5.87	$ 2.03	**$ 27.62**
Foreman	21.72	5.87	2.03	**29.62**
Helpers				
1st year	$ 9.86	$ 5.87	$ 2.03	**$ 17.76**
2nd year	11.83	5.87	2.03	**19.73**
3rd year	13.80	5.87	2.03	**21.70**

(1) Per hour health benefit includes hospitalization, medical and life insurance.

Scope of work under this trade includes but is not be limited to: Slate and tile roofers shall do all work on the following: All slate where used for roofing of any size, shape or color, including flat or promenade slate, with necessary metal flashing to make watertight. All file where used for roofing of any size, shape or color, and in any manner laid including flat or promenade tile, with necessary metal flashing to make watertight. All asbestos shingles where used for roofing of any size, shape or color, and in any manner, laid with necessary metal flashing to make watertight. All cementing in, or around said slate or tile roof. All laying of felt or paper beneath the above mentioned work. All dressing, punching and cutting of all roof slate or tile. All operation of slate cutting punching machinery. All substitute material taking the place of slate or tile, as asbestos, slate or tile, cement or composition tile, excepting shingles of wood or metal file. All removal of slate or file roofing as defined above where the same is to be re-laid.

Composition roofers shall do all work on the following: All forms of plastic, slate, slag and gravel roofing. All kinds of asphalt and composition roofing. All rock asphalt and composition roofing. All rock asphalt mastic when used for damp and waterproofing. All prepared paper roofing. All compressed paper, chemically prepared paper, and burlap when used for roofing or damp and waterproofing purposes, with or without coating. All damp resisting preparations when applied with a mop, three-knot brush, roller, swab or spray system in or outside or building. All damp course, sheeting or coating on all foundation work. All tarred floors. All laying of tile or brick, when laid in pitch tar, asphalt mastic, marmolite, or any form bitumen. All forms of insulation used as a part of or in connection with roofing, waterproofing or damp proofing.

All forms of elastomeric and/or plastic (elasto-plastic) roofing systems, both sheet and liquid applied, whether singly or multi-ply. These shall include but not be limited to: PVC (polyvinyl chloride systems), Butyl Rubber, EPDM (ethylene propylene diene monomer), PIB (polyisobutylene), CPE (chlorosulfonated polyethylene), ECB (ethylene-copolymer-bitumen and anthracite dusts.) Also know as modified or plasticized asphalt. MI insulations applied with the above systems, whether laid dry, mechanically fastened, or attached with adhesives. All types of aggregates, blocks, bricks or stones used to ballast these elasto-plastic systems. All types of aggregates, blocks or stones used as a ballast for Inverted Roofing Membrane Assembly. (IRMA) roofs or roofs of similar construction where insulation is laid over the roofing membrane. All sealing and caulking of seams and joints on these elasto-plastic systems to ensure water tightness. All liquid-type elasto-plastic preparations for roofing, damp or waterproofing when applied with a squeegee, trowel, roller or spray equipment, whether applied inside or outside of a building.

All sheet-type elasto-plastic systems, whether single or multi-ply for waterproofing either inside or multi-ply for waterproofing either inside or outside of a building. All priming of surfaces to be roofed, damp or waterproofed, whether done by roller, mop, swap, three-knot brush, or spray systems. All types of pre-formed panels used in waterproofing (Volclay, etc.) All applications of protection board to prevent, damage to the damp proofing or waterproofing membrane by other crafts or during backfilling operations. All handling of roofing, damp and waterproofing materials. All hoisting of roofing, damp and waterproofing materials. All types of spray- in place foams, such as urethane or polyurethane, and the coatings that are applied over them.

All types of restaurant, coatings, mastics and toppings when used for roof maintenance and repairs.

All tear-off and/or removal (of any type of roofing), all spudding, sweeping, vacuuming and/or cleanup of any and all areas of any type where a roof is to be re-laid.

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"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
SHEET METAL WORKERS				
Commercial				
Sheet Metal Workers	$ 23.34	$ 5.31	$ 6.63	**$ 35.28**
Foremen (4 -10 workers)	25.67	5.31	6.63	**37.61**
General Foremen (2 or more Foreman)	26.84	5.31	6.63	**38.78**
Industrial				
Sheet Metal Workers	$ 30.12	$ 5.31	$ 6.63	**$ 42.06**
Foremen (4 -10 workers)	34.64	5.31	6.63	**46.58**
General Foremen (2 or more Foreman)	36.14	5.31	6.63	**48.08**

Industrial Rate are used Garbage Disposal and Water & Sewer Treatment Plants.

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

1st 6 months	$ 11.67	$ 5.31	$ 3.32	**$ 20.30**
2nd 6 months	12.84	5.31	3.65	**21.80**
3rd 6 months	14.00	5.31	3.98	**23.29**
4th 6 months	15.17	5.31	4.31	**24.79**
5th 6 months	16.34	5.31	4.64	**26.29**
6th 6 months	17.51	5.31	4.98	**27.80**
7th 6 months	18.67	5.31	5.30	**29.28**
8th 6 months	19.84	5.31	5.64	**30.79**

(1) Per hour health benefit includes hospitalization, medical, dental, and life insurance.

Scope of work under this trade includes but is not be limited to: (a) manufacture, fabrication, assembling, handling, erection, installations, dismantling, conditioning, adjustment, alteration, repairing and serving of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor systems, exhaust systems and air-handling systems regardless of materials used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; and, (e) installation of proprietary and non proprietary metal roofing.

APPRENTICE RATIO: One (1) Apprentice to three (3) Sheetmetal Workers.

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2016

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
SPRINKLER FITTERS				
Low Commercial: Construction up to 12 stories and 150,000 sq. ft. All warehouses with unlimited areas.				
Sprinkler Fitters	$ 25.43	$ 8.82	$ 8.55	**$ 42.80**
Foremen (4 or less workers)	27.18	8.82	8.55	**44.55**
Foremen (5 or more workers)	27.68	8.82	8.55	**45.05**
General Foreman (15 or more workers)	29.68	8.82	8.55	**47.05**
Commercial: Construction 13 stories or more and 150,000 sq. ft. or more.				
Sprinkler Fitters	$ 26.68	$ 8.82	$ 8.55	**$ 44.05**
Foremen (4 or less workers)	28.43	8.82	8.55	**45.80**
Foremen (5 or more workers)	28.93	8.82	8.55	**46.30**
General Foreman (15 or more workers)	30.93	8.82	8.55	**48.30**
Apprentices:				
NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.				
1st year	$ 13.34	$ 8.82	$ 1.25	**$ 23.41**
2nd year	14.67	8.82	1.38	**24.87**
3rd year	16.01	8.82	1.63	**26.46**
4th year	19.07	8.82	7.93	**35.82**
5th year	21.62	8.82	8.18	**38.62**

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

Scope of work under this trade includes but is not be limited to: the installation of all fire protection and fire control systems including the unloading, handling by hand, power equipment and installation of all piping and tubing appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, hose houses and hydrants, standpipes and hose connections with sprinkler and alarm systems, also all tanks and pumps connected thereto, but excluding steam fire protection systems. Also, included shall be CO2 and Cardox systems and detection systems, mulsifyre, fog and fog foam, also dry chemical systems.

APPRENTICE RATIO: One (1) Apprentice for every two (2) Sprinkler Fitters.

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2016

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE

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

For any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract, the required wage rate shall be the combined overall dollar value on an hourly basis of the "basic hourly rate of pay" (as defined in 29 C.F.R. Section 5.24) and of the fringe benefits payments for hospitalization, medical, pension and life insurance for such class under the United States Secretary of Labor's applicable Davis -Bacon wage determination in effect for Miami Dade County.

Questions concerning the comparability of worker classifications or the applicability of Davis-Bacon classification shall be determined by the County.

Please Contact:

Internal Services Department
Small Business Development Division
The Stephen P. Clark Center
111 N.W. 1st Street - 19th Floor
Miami, Florida 33128-1906
Phone Number: (305) 375-3111
Fax Number: (305) 375-3160

NOTICE

County Code §2-11.16

NOTICE TO ALL EMPLOYEES WORKING ON COUNTY CONSTRUCTION PROJECTS

RESPONSIBLE WAGES AND BENEFITS

MINIMUM WAGE
You must be paid not less than the required base hourly rate for every hour worked. You may not be paid below the base rate even if the value of the fringe benefits provided to you exceeds the value of the health and pension required in the schedule. Additionally, you must be paid not less than the combined dollar value (Base Rate + Health + Pension Benefit) listed in the schedule posted with this notice for the type of work you are performing as listed on the wage and benefits schedule applicable to this project.

APPRENTICES & TRAINEES
Apprentices/trainees rates apply only to apprentices and trainees properly registered under an approved Federal or State apprenticeship or training program.

SANCTIONS
Sanctions for a first time offender are 10% of the amount of underpayment payable to the County. The sanctions increase to 20% for the second underpayment and 30% for the third underpayment. Contractors found to have underpaid a fourth time may be subject to suspension or termination in accordance with the contract terms and debarment in accordance with the debarment procedures of the County.

COMPLAINTS Written complaints of underpayment should be filed with:

MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
SMALL BUSINESS DEVELOPMENT DIVISION
111 NW 1ST STREET, 19TH FLOOR, MIAMI, FLORIDA 33128-1975
TELEPHONE: (305) 375-3111 FAX: (305) 375-3160
WEB PAGE: http://www.miamidade.gov/business/reports-wages.asp

MIAMI-DADE COUNTY
Carlos A. Gimenez, Mayor

FAIR WAGE AFFIDAVIT

Before me, the undersigned authority appeared _____ (PRINT NAME)

the _____ (PRINT TITLE) of _____ (PRINT NAME OF BIDDER OR PROPOSER),

who attests that _____ (PRINT NAME OF BIDDER OR PROPOSER) shall pay workers on the project minimum wage rates in accordance with Responsible Wages and Benefits, Section 2-11.16 of the Code of Miami-Dade County and the Labor Provisions of the contract documents.

State of FLORIDA
County of Miami-Dade

Sworn to (or affirmed) and subscribed before me this _____day of _____, 201___.

_____Personally known or _____produced identification.

_____ (Signature of Notary Public - State of Florida)
Name of

_____ (Print, Type, or Stamp Commissioned Notary Public)

Type of identification produced:_____

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1215-0149
Expires: 03/31/2003

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS

PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O		0.00		$0.00						$0.00	$0.00
			S		0.00	/								
			O		0.00		$0.00						$0.00	$0.00
			S		0.00	/								
			O		0.00		$0.00						$0.00	$0.00
			S		0.00	/								
			O		0.00		$0.00						$0.00	$0.00
			S		0.00	/								
			O		0.00		$0.00						$0.00	$0.00
			S		0.00	/								
			O		0.00		$0.00						$0.00	$0.00
			S		0.00	/								
			O		0.00		$0.00						$0.00	$0.00
			S		0.00	/								
			O		0.00		$0.00						$0.00	$0.00
			S		0.00	/								

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

Date _____

I, _____, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

* U.S. G.P.O.:1997-518-861

Appendix D

Compressed Natural Gas "CNG" Vehicle Fuel Purchase Agreement

This CNG Vehicle Fuel Purchase Agreement made and entered into as of this _____ day of _____ 2016 by and between Trillium Transportation Fuels, LLC, a limited liability company organized and existing under the laws of the State of Delaware, having its principal office at 1111 Bagby, Suite 2400, Houston, Texas 77002 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"), also, "Party/Parties";

WHEREAS, the County and Contractor have entered into a Master Developer Agreement, for the purposes of establishing a Compressed Natural Gas ("CNG") Program in Miami-Dade County, of which this CNG Vehicle Fuel Purchase Agreement ("Agreement") is a part of such Master Developer Agreement specifically as Appendix D and a Sub-Agreement thereto and this Agreement is subject to all of the applicable provisions of the Master Developer Agreement, specifically including Articles 3, 4, 6, 13, 14, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 46, 47, 48, 49, 50, 51, 52, 54, 55, 56, and 57; and

WHEREAS, the County is purchasing CNG buses to replace diesel fueled buses, pursuant to Appendix B of the Master Developer Agreement, Bus Purchase Agreement, for the purposes of establishing a CNG Program for the Miami-Dade County Department of Transportation and Public Works; and

WHEREAS, the County desires to purchase from Contractor and Contractor desires to sell to the County at the County Stations all of the County's requirements for CNG, in order to fuel County Vehicles which require CNG, in furtherance of the efficient, cost-effective and reliable performance of its governmental purpose and essential functions.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Contractor do hereby covenant and agree as follows:

Appendix D

ARTICLE I - DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

"Agreement" or "Contract" to mean this agreement and all of its terms and conditions.

"Business Day" means any day other than a Saturday, Sunday or County holiday. If any time period set forth in this Agreement expires on a day other than a Business Day, such period shall be extended to the next succeeding Business Day.

"CNG" or "CNG Fuel" means compressed natural gas.

"CNG Public Access Station" means the CNG fueling stations to be owned, constructed, operated and maintained by Contractor at a Project Site.

"Commercial Operations Date" to mean the first date that the County Station is operational.

"County Affiliates" means County approved entities, and Contractor approved to the extent such approval is required as specified in this Agreement, which provide transportation services for and on behalf of the County such as a third party which may provide services under contract with the County.

"County Station" means fueling station for CNG Fuel and diesel fuel to be owned by County and constructed by Contractor at a Project Site.

"County Vehicles" means any and all buses, transport and maintenance vehicles, automobiles and other vehicles owned or leased and operated by County which are fueled by CNG, whether or not such vehicles are located, stored, or otherwise maintained or scheduled at a Bus and Maintenance Facility.

"Department of Transportation and Public Works" (also, "DTPW") means the County department overseeing the functions of Miami-Dade Transit.

"EPA Renewable Fuels Standard" or "EPA RFS" means the renewable energy program and policies established by the Environmental Protection Agency (EPA) as set forth in Regulation of Fuels and Fuel Additives: Changes to Renewable Fuel Standard Program, 75 Fed. Reg. 16484 (March 26, 2010), and which became effective on July 1, 2010.

"Fueling Pump Compression Standard" means the pressure to which the CNG Fuel is compressed at the fueling pump(s) at the County Stations prior to being placed into the Fuel Tanks of the CNG vehicles.

"Fuel Tank" or "Tanks" means the fuel tanks on the vehicles into which CNG Fuel will be used.

"GGE" means gasoline gallon equivalent and is the amount of CNG Fuel it takes to equal the energy content of one US gallon of gasoline and is equal to 125,000 BTU (British thermal units) for the purposes of this Agreement.

"Maximum Tank Compression Specification" means, in connection with any vehicle, the manufacturer's specifications for the Fuel Tank on that vehicle which sets forth the maximum pressure per square inch that the Fuel Tank can be filled with CNG under pressure.

"Project Sites" means those sites further defined in Article 13 of the Master Developer Agreement.

"Prudent Practice" means the practices, methods, and acts (including the practices, methods, and acts engaged in or approved by a significant portion of the applicable industry), that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with applicable laws, codes, standards, equipment manufacturer's recommendations, reliability, safety, environmental protection, cost effectiveness, and expedition, which are not limited to the optimal practices, means, methods and acts under the applicable circumstances.

"Replacement CNG Fuel" means CNG Fuel purchased at locations other than the County Station or CNG Public Access Station.

"Required Minimum Compression Fueling Standard" means the manufacturer's specifications for the CNG Fuel Tank on that vehicle (but not exceeding the Maximum Tank Compression Specification) which sets forth the optimum pressure per square inch that the CNG Fuel Tank can be filled with CNG Fuel so as to be considered a maximum compressed CNG Fuel Tank and, therefore, a full CNG Fuel Tank.

"Therm" means a unit of heat equal to 100,000 BTU (British thermal units) for the purposes of this Agreement.

"Third-Party Vehicles" means vehicles owned by third parties utilizing CNG Public Access Stations.

"Work" or "Services" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2 - SCOPE OF WORK

The County's Department of Transportation and Public Works provides transportation in Miami-Dade County for its residents and other patrons of the Bus Transit System. In replacing diesel buses with CNG Fuel propelled buses, the County is reliant on the Contractor to obtain natural gas for compression and dispensing for its operation. Through this Agreement, the Contractor is required to provide sufficient natural gas to meet the County demands for fueling County Vehicles 24 hours per day, seven days a week.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to

perform the Work that is necessary for the completion of this Contract and render full and prompt cooperation with the County in all aspects of the Work performed hereunder. The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Agreement. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated. All Work shall be accomplished at the direction of and to the satisfaction of the County's Project Manager and in accordance with the Master Developer Agreement.

Contractor shall provide natural gas for compression at the County Stations. However, the County may opt to purchase the natural gas from another contractor for the Contractor to compress.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract to include the following:

a) The Contractor shall continuously procure and receive natural gas, for the purposes of compressing the natural gas and storing CNG at the County Stations pursuant to Appendix G to the Master Developer Agreement, in quantities sufficient to meet the CNG Fuel requirements of County Vehicles.

b) The Contractor shall continuously procure and receive natural gas, for the purposes of compressing the natural gas and storing CNG at the County Stations pursuant to Appendix G to the Master Developer Agreement, in quantities sufficient to meet the demands of Third-Party Vehicles at the CNG Public Access Stations in accordance with Appendix E and Appendix F to the Master Developer Agreement which are the Lease Agreements for the CNG Public Access Stations.

c) The County shall provide written notice to Contractor of County Affiliates which will fuel at County Stations. The Contractor reserves the right to approve such County Affiliates to fuel at the County Stations. Notwithstanding the forgoing, the County is not required to gain Contractor approval for County Affiliates on contracts entered into after the effective date of this Agreement or for fixed-route service providers. The Contractor shall continuously procure and receive natural gas, for the purposes of compressing the natural gas and storing CNG at the County Stations pursuant to Appendix G to the Master Developer Agreement, in quantities sufficient to meet the CNG Fuel requirements of County Affiliates at County Stations.

d) If at any time, or if it appears imminent that, Contractor will be unable to timely provide CNG Fuel to the County's Vehicles at a County Station, Contractor shall immediately give notice to the County and the Parties will work together to make alternate arrangements to provide Fuel for the County's Vehicles pending Contractor's ability to begin or resume full performance of timely provision of CNG Fuel. Alternate arrangements will include, at the County's option, the right of the County to fuel at CNG Public Access Stations before the public or any other party, or Replacement CNG Fuel pursuant to the Replacement CNG Fuel Plan as described in Appendix G to the Master Developer Agreement, Compression of Natural Gas and Maintenance of CNG Equipment Agreement.

e) In the event the County elects to obtain/purchase natural gas through a different contractor, the Contractor shall continue to compress natural gas obtained by County and provide to County Stations and sell at CNG Public Access Stations as stipulated in Appendix G of the

Master Developer Agreement, Compression of Natural Gas and Maintenance of CNG Equipment Agreement.

f) Contractor shall maintain an internal control structure consistent with Prudent Practice to measure and record transactions and generate financial records for the purposes of preparing financial statements and reports. The internal control structure shall be documented in written policies and procedures and provided to the County upon request. Contractor shall retain supporting documentation for all refunds and voided transactions.

g) Contractor warrants good title to the natural gas procured and received by Contractor at a Project Site. The title to such gas shall pass to County at the Project Site.

h) The Contractor shall maintain a minimum current capacity of FTS-I and/or FTS-2 in the Florida Gas Transmission pipeline, or another supply mutually agreed to by the Parties, sufficient to meet the requirement that the County Station is capable of fueling at least 250 buses in the CNG fleet by the Fueling Finish Time as specified in the Master Developer Agreement, Article 10, first paragraph.

ARTICLE 3. CONTRACT TERM

a) The term of this Agreement is for five (5) years and shall commence on the Commercial Operations Date of the first County Station to begin operations.

b) The County, at its sole discretion, may exercise the option to renew this Agreement yearly, or for any period the Parties agree to, but in no event longer than the Master Developer Agreement is in effect.

c) The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 4. PAYMENT

Additional payment terms and conditions are contained in the Master Developer Agreement. The prices stated below are for the cost of natural gas. The prices do not include the cost for compression of the natural gas or the construction of the County Stations, which will be paid in accordance with the prices established in Appendix G to the Master Developer Agreement, Compression of Natural Gas and Maintenance of CNG Equipment Agreement. The natural gas prices are the same in the event County utilizes a CNG Public Access Station for its County Vehicles and/or County Affiliates which were either approved by the Contractor to fuel at a County Station or those for which approval is not required as specified herein.

a) Price:
The price for the natural gas is fixed and indexed as follows:

Platt's McGraw Hill Financial (the "Index") posts the Monthly Bidweek Spot Gas Prices on the Inside FERC's Gas Market Report (the "Monthly Report") on the first business day of each month. The County shall pay the monthly Index price (the "Index Price") that corresponds to the Florida Gas, Zone 3 location listed on the Monthly Report for the month in which the County purchases natural gas, plus the Firm Capacity and Transportation Charge and the

Distribution Charge. For the purposes of this Agreement, the Firm Capacity and Transportation Charge shall be $0.236 per Therm and the Distribution Charge shall be $0.136 per Therm. The Distribution Charge is subject to change per the Purchased Gas Adjustment Tariff and Purchase Gas Adjustment Clause from the Local Distribution Company.

Calculation Example:
If the August 2016 Index Price is $0.298 per Therm, the County would pay $0.298 + $0.236 (Firm Capacity and Transportation Charge) + $0.136 (Distribution Charge) = $0.670 per Therm used in August.

The Contractor shall provide with its invoice to the County a report of the County's monthly natural gas usage. Concurrent with the Commencement Date of this Agreement, the Contractor will assist the County in setting up an account with the Index to obtain the Monthly Report. The Contractor shall pay the County's costs, if any, to obtain or subscribe to the Monthly Report in order for the County to verify the Index Price charged each month. The County may choose to bill the Contractor for the Monthly Report price or to deduct the price from the next invoice amount.

The Parties may mutually agree to change the Index used in determining the Price. The Party requesting approval to change the Index shall provide the other Party at least 30-day notice of the proposed date to make the change. The County reserves the right to select fixed commodity pricing, rather than indexed. Upon request from the County, the Contractor will provide updated pricing options for review and approval by the County.

The following are provided as references only:

Purchased Gas Adjustment Tariff – Sheet No. 64
https://www.floridacitygas.com/-/media/Files/FCG/Tariffs/FCG-TARIFFVOL8-22316.pdf

Purchased Gas Adjustment Clause – Sheet No. 7.101-1
http://www.peoplesgas.com/files/tariff/tariffsection7.pdf

b) Pricing for Option to Renew Years or Extension Periods:
The price for natural gas during the option to renew years or extension periods shall be calculated using the same formula above.

c) Method and Times of Payment:
The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor will bill the County once per month, upon invoices certified by the Contractor pursuant to the price stated above. Any change in federal, state, or local fuel sales or use taxes applicable to the County for the natural gas purchased herein from the Contractor will be passed on to the County and included in the monthly invoices.

d) Rebates and Credits:
The Contractor shall pursue credits, rebates and other forms of financial consideration based

upon sales of CNG Fuel to County for County's Vehicles. The Contractor will (i) immediately advise the County of said credit and rebate programs in detail and furnish to the County any and all information that the Contractor has obtained in connection with said matter, including the amounts of any such credits, rebates or other financial consideration, and (ii) pay to the County any credit, rebate or other financial consideration actually received as detailed below, which payment shall be made within thirty (30) calendar days after the receipt or recognition, as the case may be, by the Contractor of said credit, rebate or other financial considerations.

e) Renewable Natural Gas:
The Contractor will provide Renewable Natural Gas (RNG) when available provided the gas meter is in Contractor's name. The use of RNG will qualify for credits under the EPA Renewable Fuels Standard (RFS). During the active RFS Program, Contractor will guarantee County a credit of $0.06 per Therm and source twenty (20) percent of its overall supply from RNG. Contractor's commitment to use RNG is contingent upon the non-occurrence of a regulatory event which disqualifies RNG or materially changes the value of RNG under the RFS Program. Contractor shall retain the right to apply for and dispose of (but shall promptly pay the County a "Green Revenue Rebate" for): (i) any emission reduction credits required or available with respect to the sale or use of the CNG fuel, (ii) any credits or payments associated with the reduction in or avoidance of Greenhouse Gas emissions with respect to the sale or use of CNG fuel, including without limitation, emission reductions, offsets, allowances, carbon units, avoided compliance costs, emission rights and authorizations and C02 reduction and sequestration. For purposes hereof, "Greenhouse Gas" means carbon dioxide (C02), methane (CH4), nitrous oxide (N20), hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride, or any other substance or combination of substances that are or may become regulated or designated as Greenhouse Gases under any federal, state or local law or regulation, or any emission reduction registry, trading system or reporting or reduction program for Greenhouse Gas emission reductions that is established, certified, maintained or recognized by any international, governmental (including U.N., federal, state or local agencies) or nongovernmental agency from time to time.

f) Volumetric Excise Tax Credit:
The Contractor will pass ninety-five percent (95%) of the Federal Excise Tax Credit, currently valued at $0.50 per GGE and in place through December 31, 2016, to the County. Should the credit be extended, Contractor will continue to pass ninety-five percent (95%) of the Federal Excise Tax Credit to County.

ARTICLE 5. LIQUIDATED DAMAGES

The requirement for the Contractor to provide sufficient CNG Fuel is paramount to the County's Bus Transit System. In the event of Contractor's failure to provide sufficient natural gas to be compressed for CNG Fuel to meet the "Required Minimum Compression Fueling Standard" as specified in this Agreement, it would be difficult to determine the exact amount of the loss or damages suffered by the County due to the Contractor's failure to perform the Work; therefore it is mutually agreed that the amount of said damages to be paid by the Contractor to the County shall be:

Liquidated Damages in the amount of $70 per hour, per bus or vehicle for delay in suppyling required CNG Fuel for County Vehicles, to a maximum of $400 per calendar day, per bus or vehicle and capped in the aggregate at $10,000 per day.

The liquidated damages amount is applicable if the failure to supply sufficient CNG Fuel is due to

a failure to obtain natural gas to be compressed. The failure to properly compress natural gas and dispense the CNG Fuel is covered in Appendix G to the Master Developer Agreement, Compression of Natural Gas and Maintenance of CNG Equipment Agreement. The Contractor agrees to pay the stated amounts as fixed, agreed liquidated damages, and not by way of penally. The Contractor shall pay the liquidated damages to the County within 30 calendar days after receipt of a written demand by the County. The amounts of the liquidated damages shall automatically be adjusted at every annual anniversary date of this Agreement to reflect increases in the National Consumer Price Index (CPI) for All Urban Consumers, U.S. City Average (All Items; 1982-84 = 100) as issued by the U.S. Department of Labor, Bureau of Labor Statistics. The first CPI adjustment shall be the percent change from the first published month as of the effective date of this Agreement until the most recent published month as of the first adjustment date. Thereafter, each subsequent CPI adjustment shall be calculated from the last month used to the most recent published month as of the current adjustment date. At each adjustment date, the liquidated damages amounts shall be calculated as the then current liquidated damages amounts plus the product of the then current liquidated damage amounts multiplied by the percent increase change.

This clause will not apply to any failure to perform the Work due to a Force Majeure as stated herein, if the Contractor, within five (5) calendar days of any such failure to perform, provides notice to the County in writing of the causes of same and the facts relating thereto.

ARTICLE 6. INSURANCE

The Contractor shall furnish to the Internal Services Department/Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below. In addition to the referenced certificates, Miami-Dade County reserves the right to request the applicable policy (policies) in its entirety.

A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis, including Explosion, Collapse and Underground Hazards, Products and Completed Operations Liability coverage in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, including Garage Keeper's Legal Liability, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

D. Pollution Liability Insurance in an amount not less than $5,000,000 combined single limit per occurrence for bodily injury, property damage and environmental impairment. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

E. Umbrella/Excess Liability policy follow form of the Commercial General, Automobile, Professional and Pollution Liability in an amount not less than $25,000,000 per occurrence. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "**A-**" as to management, and no less than "**Class VII**" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) Business Days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) Business Days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) Business Days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County may suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this Contract.

ARTICLE 7. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to this Contract which may be federally or state funded where federal or state law or regulations preclude such a charge. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG

shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

Appendix D

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date herein above set forth.

Contractor	Miami-Dade County
By: _____	By: _____
Name: Jon P. Fjeld-Hansen	Name: Carlos A. Gimenez
Title: Vice President	Title: Mayor
Date: 9/1/2016	Date: _____
Attest: _____	Attest: _____
Corporate Secretary/Notary Public	Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
	_____
	Assistant County Attorney

ASHLEY DUPLECHIEN
Notary Public, State of Texas
Comm. Expires 02-17-2020
Notary ID 130542796

LEASE AGREEMENT

Between

Miami-Dade County

and

Trillium Transportation Fuels, LLC

LEASE OF COUNTY PROPERY FOR THE PURPOSE OF

DEVELOPMENT AND OPERATION OF

A COMPRESSED NATURAL GAS (CNG) PUBLIC ACCESS STATION

AT

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

Central Bus Depot

Miami, FL

Appendix E

THIS LEASE (hereinafter "Lease") is entered into and made effective on this _____ day of _____, 2016 by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter "Landlord"), and Trillium Transportation Fuels, LLC, a limited liability company organized and existing under the laws of the State of Delaware (hereinafter "Tenant"); also, "Party/Parties"

RECITALS

WHEREAS, the Landlord is the owner of certain real property, consisting of a parcel of land located at 3300 NW 32nd Avenue, in Unincorporated Miami-Dade County, Florida (Folio No: 30-3128-031-0010); and

WHEREAS, the Landlord is willing to lease the aforementioned land to the Tenant; and

WHEREAS, the Tenant is desirous of entering into a lease with the Landlord for the use and future development of the property; and

WHEREAS, the Landlord is willing, and has agreed to enter into a lease with the Tenant for a term of ten (10) years, with options to renew; and

WHEREAS, the Tenant shall develop the property as a CNG Public Access Station (as described herein), make the CNG Public Access Station open and available to the public, and comply with all of the terms and conditions of this Lease in a timely manner; and

WHEREAS, the Miami-Dade Board of County Commissioners, by Resolution, R- _____, has determined that it is in the best interest of the Landlord to lease the property to the Tenant; and

WHEREAS, the Landlord and Tenant have entered into a Master Developer Agreement, for the purposes of establishing a Compressed Natural Gas ("CNG") Program in Miami-Dade County for the Department of Transportation and Public Works, of which this Lease, is a part of such Master Developer Agreement specifically as Appendix E and a Sub-Agreement thereto. This Agreement is subject to all of the provisions of the Master Developer Agreement, as applicable.

WHEREAS, as part of the CNG Program for Miami-Dade Department of Transportation and Public Works, the Tenant will construct and operate a CNG Public Access Station at the leased Premises in substantially the format described in Attachment 1, CNG Public Access Station Scope of Work and Site Drawings, and the budget in Attachment 2, CNG Public Access Station Project Budget, both attached hereto.

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

WITNESSETH:

The Landlord, for and in consideration of the restrictions and covenants herein contained, hereby leases to Tenant, and Tenant hereby agrees to lease from Landlord, the property described below, and does so in accordance with the terms and conditions of this Lease as described herein.

ARTICLE 1
INCORPORATION OF RECITALS AND GENERAL PROVISIONS

1.01 Recitals. The Parties hereto agree that the foregoing recitals are true and correct, and are incorporated herein by reference. This Lease contains the entire agreement between the Parties hereto and all previous negotiations leading thereto, and it may be modified only by a written instrument executed by the Parties and corresponding resolution approved by the Miami-Dade Board of County Commissioners.

1.02 Signatories. Each signatory of this Lease represents hereby that he or she has the authority to execute, bind and deliver the same on behalf of the Party hereto for which such signatory is acting.

1.03 Negotiations. Each Party has participated fully in the negotiation and preparation of this Lease with full benefit of counsel. This Lease was negotiated and drafted at arms-length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Lease. Accordingly, this Lease shall not be more strictly construed against either Party.

1.04 Severability. If any provision of this Lease or the application thereof to any person, entity, or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, and the application of such provisions to such persons, entities, or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue to be valid, and be enforceable to the fullest extent permitted by law.

1.05 Captions. The article headings and captions of this Lease are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Lease, nor in any way affect this Lease.

1.06 Holidays. It is hereby agreed and declared that whenever the day upon which a payment is due, or any obligation to be performed, falls on a day which is a legal holiday for Landlord, or on a Saturday or Sunday, then such payment date or due date shall be postponed to the next following business day. Any mention in this Lease of a period of days for performance shall mean calendar days, unless otherwise described in the Lease.

1.07 Attachments. The following attachments are incorporated herein and shall be treated as a part of this Lease.

Attachment 1 – CNG Public Access Station Scope of Work and Site Drawings

Attachment 2 – CNG Public Access Station Project Budget

~~Attachment 3 – Bond Requirements~~

1.08 Brokers. Landlord and Tenant hereby represent and agree that no real estate broker, agent, or other person, or entity is entitled to claim a commission as a result of the execution and delivery of this Lease.

1.09 Multiple Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single instrument.

ARTICLE 2
DEFINITIONS

Appendix E

1. The words "CNG Public Access Station" means the CNG fueling station to be owned, constructed, operated and maintained by Tenant at the Premises to make CNG available to the public.

2. The words "Commencement Date" shall mean the date that this Lease takes effect and is legally binding upon the Parties. The Commencement Date shall be six (6) months after the effective date of the Master Developer Agreement. After the Commencement Date, the Department of Transportation and Public Works will issue a Notice to Proceed once the insurance requirement, and any other requirement prior to taking possession listed herein, is complied with. As of Notice to Proceed, the Tenant is authorized to take possession of the Premises, defined below. The Notice to Proceed shall be memorialized by the Landlord in a written notice to the Tenant.

3. The words "Development Concept" shall mean and refer to the overall site plan, elevations, space plans, configuration of Improvements, as defined below, along with a program summary as articulated for by the Project, as defined below, which will be presented by the Tenant, for the Landlord's approval. The Tenant shall present the proposed Development Concept to the Landlord, specifically the Director of the Department of Transportation and Public Works, for initial review and a final version for the Landlord's approval, all in accordance with Section 6.02. The Landlord shall have the sole and absolute right to approve or reject any Development Concept proposed by the Tenant, including, but not limited to, any portion thereof.

4. The words "Expiration Date" shall mean the date the Lease expires pursuant to Article 4, below, including consideration of any renewal or extension periods exercised.

5. The term "GGE" shall mean gasoline gallon equivalent and is the amount of CNG Fuel it takes to equal the energy content of one US gallon of gasoline and is equal to 125,000 BTU (British thermal units) for the purposes of this Agreement.

6. The word "Improvements" shall mean any and all infrastructure, hardscaping, landscaping, new structures to be built, facilities, or amenities, and any and all related installations, fixtures, equipment, utilities, site work, and other improvements existing or to be developed on or about the Premises.

7. The words "Plans and Specifications" shall mean the plans and specifications for all the work in connection with the construction and build-out of a new facility shown in the Development Concept, and shall include any changes, additions or modifications thereof, provided the same are approved as provided for by the Landlord herein.

8. The word "Premises" shall mean the property, specifically the land, as further described in Article 3 hereof, being leased by the Landlord to the Tenant for the Permitted Use, as described in this Lease. See site drawings shown in "Attachment 1."

9. The word "Project" shall mean the demolition of any existing structures, and the construction of a new facility on the Premises which shall be a CNG Public Access Station, along with any and all other Improvements, consistent with this Lease, on or about the Premises.

10. The word "Therm" means a unit of heat equal to 100,000 BTU (British thermal units) for the purposes of this Agreement.

ARTICLE 3

Appendix E

DESCRIPTION OF PREMISES

3.01 Landlord hereby leases the Premises to Tenant, together with the right to allow Tenant's customers, invitees, licensees and other members of the public at large to access and purchase CNG Fuel from the Premises, and Tenant hereby rents the Premises from Landlord, subject to the terms, covenants, conditions and provisions of this Lease.

3.02 Premises. A property comprised of a parcel of land, located within the property described below, and depicted in "Attachment 1."

Folio Number:	30-3128-031-0010
Property Address:	3300 NW 32nd Avenue, Miami, FL
Description:	Unincorporated Miami-Dade County Transit Authority Property 1st Addn PB 120-39 A/K/A Central Bus Depot

3.03 Landlord and Tenant agree that the square footage of the Premises is approximately 3,013 square feet, and further that the square footage of the Premises is only an approximation of size, as the Premises has not been duly measured by the Landlord. Moreover, the Tenant, has visited the Premises first-hand, and therefore is fully aware of the size of the Premises, and has determined that the Premises is of sufficient size for its intended purpose(s).

ARTICLE 4
TERM

4.01 Term. The term of this Lease shall begin on the Commencement Date and shall expire on the Tenth (10th) anniversary of the Commencement Date, with or without notice to the Tenant.

4.02 Option to Renew. The Landlord may exercise the option to renew this Lease for

two (2) additional five-year periods, so long as the Master Developer Agreement is in effect. Notwithstanding the Landlord's right to renew, the Landlord will not renew this Lease if the Tenant provides 90-day written notice to the Landlord before the end of the then current term that the CNG Public Access Station has not been, or will not continue to be, a financially viable project for the Tenant with evidence of the Tenant's loss of revenue or projected loss of revenue while utilizing sound business practices.

4.03 Option to Extend. The Landlord reserves the right to exercise its option to extend this Lease for up to one hundred and eighty (180) days beyond the current Lease period and will notify the Tenant in writing of this extension. This Lease may be extended beyond the initial one hundred and eighty (180) day extension by mutual agreement between the Landlord and the Tenant, upon approval by the Board of County Commissioners.

4.04 Premises Development. The Landlord and Tenant hereby acknowledge and agree that the Lease term of ten (10) years was mutually and agreed upon based the Tenant's requirement to develop the Premises by demolishing any structure, and constructing a new CNG Public Access Station on the Premises. Since the Tenant's requirement to construct a new CNG Public Access Station would result in the actual construction commencing within eighteen (18) months of the Commencement Date, and the construction being completed within twenty-four (24) months of the Commencement Date, such will result in the Tenant being able to occupy the Premises, in the proposed new facility to allow adequate time for financing of Improvements.

4.05 Intent to Vacate. The Tenant shall provide the Landlord with notice of its intent to vacate the Premises at least one hundred eighty (180) days prior to the Expiration Date. However, should the Tenant fail, for any reason whatsoever, to notify the Landlord of its intention to vacate the Premises on or before the Expiration Date, this Lease shall still expire on

the Expiration Date, without the necessity of any notice from either the Landlord or the Tenant to terminate the same. Further, Tenant hereby waives notice to vacate or quit the Premises and agrees that Landlord shall be entitled the benefit of all provisions of law respecting the summary recovery of possession of the Premises from a Tenant holding over to the same extent as if statutory notice had been given.

4.06 Month-to-Month Tenancy. If Tenant shall be in possession of the Premises after the Expiration Date or termination of this Lease, in the absence of any written agreement extending the term hereof, the tenancy under this Lease shall become one of month-to-month, terminable by either Party on thirty (30) days prior written notice. Such month-to-month tenancy shall be subject to all of the covenants, conditions, provisions, restrictions and obligations of this Lease and shall be subject to rental payments based upon the terms and conditions found in Article 5, below. In addition, the Tenant shall be liable to the Landlord for any and all damages which Landlord shall suffer as a result of such holdover and Tenant will indemnify Landlord against all reasonable claims and demands made by any succeeding tenants and/or developers against Landlord founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant and/or developer caused by or resulting from Tenant's holdover. During such holdover, the Monthly Minimum Rent may be increased, at the Landlord's option, to the then current market rent rate of this Lease (i.e., the rental rate that the Landlord proves it could obtain if the Landlord elected to rent the Premises to a third party, which assessment contemplates an arms' length transaction, whichever is higher). The Landlord may use an independent MAI appraiser with at least ten (10) years' experience in the Miami, FL real estate market who appraises the Premises in its then current condition, including the value of all Improvements which have been constructed thereon, and taking into consideration the current use of the Premises and all the terms, conditions, and rental obligations under this Lease, to appraise the Premises to determine the increased Monthly Minimum Rent.

4.07 Limitation of Term. Notwithstanding and prevailing over anything to the contrary in this Lease, should the Tenant fail to timely meet any or all of the milestones listed in Section 6.02, such failure shall be an event of default and this Lease may be terminated by the Landlord, and, if terminated, the Tenant shall immediately vacate the Premises.

ARTICLE 5
RENT

5.01 Monthly Minimum Rent - Market Rate. Tenant covenants and agrees to pay to Landlord as Monthly Minimum Rent the rental rate of thirty-three thousand dollars ($33,000) per year payable in installments of two thousand seven hundred fifty dollars ($2,750) per month, commencing on the Commencement Date through the first year of the Lease term. Thereafter, the Monthly Minimum Rent shall increase per Section 5.03. Tenant shall pay to the Landlord the Monthly Minimum Rent on or before the 1st day of each month.

5.02 Monthly Royalty Rent. Tenant covenants and agrees to pay to Landlord as Monthly Royalty Rent the rental rate of thirty-nine cents ($0.39) per GGE of CNG Fuel Sold at the Public Access Station (not including any CNG Fuel sold to the Landlord or approved County Affiliates) during the month minus the amount of Monthly Minimum Rent already paid by the Tenant for that month. Accordingly, the Landlord will only receive Monthly Royalty Rent for months in which the preceding calculation of the amount due per GGE exceeds the amount of Monthly Minimum Rent paid for that month. Tenant shall pay to the Landlord the Monthly Royalty Rent within 10 days following the end of each month commencing on the Commencement Date through the first year of the Lease term. Thereafter, the Monthly Royalty Rent rate shall increase per Section 5.03. Additionally, after the initial 10-year term of this Lease, the Monthly Royalty Rent rate shall increase to sixty cents ($0.60) per GGE of CNG Fuel Sold at the Public Access Station during the month and shall be subject to the rate increase for

each year thereafter per Section 5.03.

5.03 Rental Rate Adjustments. On every annual anniversary of the Commencement Date, the Monthly Minimum Rent and Monthly Royalty Rent shall be increased by the corresponding increase to the Consumer Price Index (CPI), if any. The first CPI increase shall be calculated using the percent change from the first published month as of the Commencement Date of this Lease until the most recent published month as of the Lease anniversary date. Thereafter, each subsequent CPI increase shall be calculated from the last month used to the most recent published month as of the current Lease anniversary date. Each new increased rental rate shall be calculated as the then current applicable rental rate plus the product of the then current applicable rental rate multiplied by the percent change.

5.04 Rental Payments. Tenant shall pay rental amounts to Department of Transportation and Public Works, 701 NW 1st Court, 17th Floor, Miami, FL 33136, or at such other place and to such other person as Landlord may from time to time designate in writing, as set forth herein.

5.05 Sales Tax. The Tenant shall be liable for the prevailing State of Florida Sales and Use Tax imposed on rent (currently at the rate of 7.0%) on any rent amounts payable to the Landlord under this Agreement. This Sales and Use Tax shall be payable to the Landlord, when the applicable rent is due, which in turn will remit same, less authorized handling deductions, to the State. Said tax is applicable to Monthly Rents unless otherwise determined by the State of Florida.

5.06 Additional Taxes. If at any time during the term of this Lease or any renewal thereof, under the laws of the State of Florida, or any political subdivision thereof, a tax, charge,

capital levy, or excise on rents, or other tax (except income tax) however described shall be levied or assessed in Miami-Dade County or Special Taxing district or said political subdivision against the Landlord on account of any rent payable herein, such tax, charge, capital levy, or excise on rents or other taxes shall be deemed to constitute real estate taxes on the Premises for the purposes of this Article. It is the responsibility of the Tenant to determine any and all tax consequences which may arise due to placing the Project on County-owned land. The Landlord makes no representations or warranties as to the availability of any exemption or tax benefit, or to the Tenant's ability to receive any such exemption or benefit.

5.07 CNG Fuel Sold. "CNG Fuel Sold" means all sales of CNG fuel by Tenant, concessionaires of Tenant and any subtenant of Tenant, sold in, upon or from the Premises, including such sales as shall in good faith be credited by Tenant, its concessionaires, and subtenants in the regular course of its or their business to personnel employed at the time of sale at the Premises, including also mail, email and telephone orders received at the Premises; but shall not be deemed to mean or include amounts credited by Tenant or its concessionaires or subtenants for returned product or sales, excise and similar taxes or any sales to the Landlord. Sales shall be deemed to have been made when CNG fuel has been dispensed or when charged against the purchaser on the books of Tenant, or its concessionaires or subtenants, whichever of such events shall first occur.

5.08 Tenant's Certification of CNG Fuel Sold. Tenant shall submit to Landlord, along with each month's Monthly Royalty Rent a written report, signed by Tenant and certified by it to be true and correct, showing the amount of CNG Fuel Sold during the preceding calendar month, in GGE and converted to Therms, along with a copy of the Sales and Use Tax Return filed with The Florida Department of Revenue. Tenant shall submit to Landlord on or before the

ninetieth (90th) day following the end of each Lease Year an Annual Written Report, signed by an appropriate financial officer or manager of the Tenant and certified by it to be true and correct, setting forth the amount of CNG Fuel Sold during the preceding Lease Year. The statement referred to herein shall be in such form and style and contain such details and breakdowns as Landlord may reasonably determine or require.

5.09 Examination of Tenant's Books and Records. Such books and records as are necessary to determine the amount of any Monthly Royalty Rent payable to Landlord shall be subject to examination by Landlord or its authorized representatives at reasonable times during Tenant's business hours and upon reasonable prior notice, at Landlord's expense and in such manner as not to interfere unreasonably with the conduct of Tenant's business. All information obtained by Landlord or its authorized representatives from Tenant's books and records are subject to the requirements of Florida Public Records Act.

5.10 Tenant's Sales Records. For the purpose of computing and verifying the Monthly Royalty Rent due hereunder, Tenant shall prepare and keep, for a period of not less than three (3) years following the end of each Lease Year, adequate books and records, including but not limited to those relating to inventories, purchases, and receipts of merchandise, and all sales and other pertinent transactions by Tenant. Tenant shall record at the time of sale each receipt from sales or other transactions, whether for cash or on credit, having a cumulative total. Tenant shall keep, for at least three (3) years following the end of each Lease Year, all pertinent original sales records, which records shall include, to the extent that each would apply to the Tenant's sale transactions (i) register tapes; (ii) serially-numbered sales slips; (iii) mail order; (iv) telephone orders; (v) settlement report sheets of transactions with subtenants, concessionaires, and licensees; (vi) records showing that merchandise returned by customers was purchased by such customers; (vii) receipts or other records of merchandise taken out on approval; (viii)

income and sales tax returns; (ix) refunds and voided transactions; and (x) such other records which would normally be examined and required to be kept by an independent accountant pursuant to generally accepted auditing standard in performing an audit of Tenant's Gross Receipts. The acceptance by Landlord of payments of Monthly Royalty Rent or reports thereon shall be without prejudice and shall in no case constitute a waiver of Landlord's right to examination of Tenant's books and records of its CNG Fuel Sold and inventories of merchandise.

5.11 Audit of Tenant's Business Affairs and Records. Landlord shall have the right to cause, upon five (5) days written notice to Tenant, a complete audit to be made by a designated external auditing firm or other certified public accounting firm selected by the Landlord (provided that any such external firm is not paid on a contingency basis), or the Internal Auditing Department of the Landlord. Tenant shall make all such records available for said examination at the Premises or at some other mutually agreeable location (consistent with the provisions of Section 5.09). If the result of such audit shall show that Tenant's reports of CNG Fuel Sold for any period has been understated, Tenant shall pay Landlord the amount due. If such understatement is three percent (3%) or more, Tenant shall pay Landlord the cost of such audit in addition to any deficiency payment required, all of which shall be collectible hereunder as rent. If the result of such audit shall show that Tenant's reports of CNG Fuel Sold for any period has been overstated, Landlord shall credit Tenant the overpayment amount on the next due installment of the Monthly Royalty Rent, or in the case when no Monthly Royalty Rent is due that month than the next due installment of the Monthly Minimum Rent. A report of the findings of said accountant shall be binding and conclusive upon Landlord and Tenant. The furnishing by Tenant of any grossly inaccurate statement shall constitute a breach of this Lease. Any information obtained by Landlord as a result of such audit shall be held in strict confidence by Landlord except in any proceeding or action to collect the cost of such audit or deficiency, or except in connection with any mortgage or assignment of this Lease for financing purposes, or to

the extent that disclosure is required by law.

5.12 Default. If Tenant fails to record, maintain, or make available sales supporting documentation as specified above, then Tenant shall be deemed to be in default under Article 29, below.

5.13 Late Payment Charge. In the event that the Tenant fails to make any payments, as required to be paid under the provisions of this Lease, within ten (10) days of the due date, a late payment charge of $100.00 per month for each late payment due to the Landlord shall be assessed from the original due date until the Landlord actually receives payment. The right of the Landlord to require payment of such late payment charge and the obligation of the Tenant to pay same shall be in addition to and not in lieu of the rights of the Landlord to enforce other provisions herein, including termination of this Lease, or to pursue other remedies provided by law.

5.14 Application of Payment. Payments are applied to any unpaid balance in the following manner. Any accrued late fees are first deducted from the payment. The remaining payment balance is then applied proportionately to any rent amounts due, including the associated sales and use taxes. Any remaining balance in the payment will be applied to any other balance due.

5.15 Worthless Check or Draft. In the event that the Tenant delivers a dishonored check or draft to the Landlord in payment of any obligation arising under this Lease, the Tenant shall incur and pay a service charge, pursuant to Florida Statutes (F.S. 1995, 832.07) of twenty-five dollars ($25.00), if the face value does not exceed fifty dollars ($50.00); thirty dollars ($30.00), if the face value exceeds fifty dollars ($50.00) but does not exceed three hundred

dollars ($300.00); forty dollars ($40.00), if the face value exceeds three hundred dollars ($300.00); or an amount of up to or five percent (5%) of the face amount of the check, whichever is greater. For each such dishonored check, such payment shall be made not more than five (5) days from advice of such default. Further, in such event, the Landlord may require that future payments required pursuant to this Lease be made by cashier's check or other means acceptable to the Landlord. A second such occurrence of dishonored check during the Lease term may constitute a breach of contract and, at the Landlord's option, would constitute a default allowing termination.

5.16 Payment to Landlord for Natural Gas. Should the Landlord choose the option to purchase the natural gas from another vendor pursuant to Appendix G of the Master Developer Agreement, the Landlord will invoice the Tenant the price for the natural gas as indicated on the natural gas provider's bill to Landlord, plus any taxes as applicable, for the amount of the natural gas sold as CNG fuel at the Premises. Such invoices shall include supporting documentation as Tenant may reasonably require. The amount sold will be determined by the monthly recorded sales report of CNG Fuel Sold, in GGE or other mutually acceptable measurement, provided by Tenant to Landlord. The amount due for the natural gas as described herein shall be paid by the Tenant to the Landlord monthly within thirty (30) days of each invoice date.

ARTICLE 6
PERMITTED USE OF PREMISES

6.01 Use. Tenant shall demolish any existing structures on the Premises, and construct a CNG Public Access Station. The CNG Public Access Station shall, at minimum, consist of a venue providing CNG fuel and associated services for public access usage. The Tenant is strictly limited in its use of the Premises, and shall only utilize the Premises to provide CNG as further detailed herein ("Permitted Use"). Upon completion of construction of the CNG Public Access Station, the Tenant will continuously use the Premises for the Permitted Use, and

for no other purpose whatsoever. No changes in the Permitted Use of the Premises is authorized without the expressed prior written permission of the Landlord.

6.02 Document to Landlord. The Tenant shall provide:

A) Within six (6) months of the Commencement Date, the Tenant, at its sole cost and expense, shall provide the Landlord with all of the following:

1) A copy of a Phase 1 environmental site assessment of the Premises, performed by an environmental engineering firm, licensed to perform such work in the State of Florida; and

2) A letter from Tenant's attorney, or from the applicable department of Miami-Dade County, stating that the Premises is properly zoned for the construction of the Improvements, consistent with the approved Development Concept, or that the necessary variance, zoning change, or waiver is expected. The Landlord, solely in its capacity and limited role as a Landlord, at Tenant's sole cost and expense, will reasonably cooperate in any necessary zoning modification, waiver, or variance to the extent that its participation is necessary; and

3) A copy of a survey of the Premises, performed by a licensed surveyor, licensed to perform such work in the State of Florida; and

4) A copy of a title search for the Premises, by a properly licensed and bonded title company, authorized to perform such work in the State of Florida.

B) Within nine (9) months of the Commencement Date, the Tenant, at its sole cost and expense, shall provide the Landlord with all of the following:

1) A proposed Development Concept for the Landlord to review and approve. At this stage, the proposed Development Concept can be in preliminary/draft form, with only a sketch, and rough outline of what is proposed for the Premises; and

2) A copy of the relevant sections of the agreement between the Tenant and a company to perform the requisite architectural and engineering studies to construct the Improvements on the Premises to best complete the objectives of the Project, for the Landlord to verify that such agreement complies with the express requirements of this Agreement; and

3) A copy of an application, including any and all necessary documentation to complete the application to re-zone the Premises, if necessary, to secure the proper zoning for the Premises (all of which shall be done at Tenant's sole cost and

expense). The Landlord agrees to reasonably cooperate with the Tenant in connection with the applications for the re-zoning of the Premises or to the variance from the current zoning for the Premises. The County Mayor, or the Mayor's designee, shall, following written request from the Tenant, execute any documents that may be reasonably requested by Tenant or the governmental agency/entity to accomplish the purposes of this paragraph (if the Landlord's written consent, as owner of the Premises, is necessary or requested).

C) Within twelve (12) months of the Commencement Date, the Tenant, at its sole cost and expense, shall provide the Landlord with all of the following:

1) A final Development Concept for the Landlord to review and approve; and

2) A copy of preliminary, fifty (50%) percent, construction drawings, which shall have been prepared by an architect licensed to perform such work in the State of Florida; for construction of the Improvements on the Premises, in accordance with current building and zoning codes of Miami-Dade County; and

3) A copy of an estimated final budget for the entire construction of the Project, which should be similar to the budget and amount in Attachment 2; and

4) A copy of all environmental applications and permits from the Miami-Dade County Regulatory and Economic Resources department or its successor; and

5) A copy of any revised environmental test results.

D) Within fifteen (15) months of the Commencement Date, the Tenant, at its sole cost and expense, shall provide the Landlord with all of the following:

1) A copy of the relevant sections of the executed contract with the general contractor for the Project, for the Landlord to verify that such agreement complies with the express requirements of this Agreement; and

2) A copy of the complete and final budget for the entire Project, which should be similar to the budget and amount in Attachment 2; and

3) A copy of the completed architectural drawings, along with completed building department applications and permits that have been received; and

4) Evidence that Tenant has properly secured sufficient financing to complete the entire Project; and

5) A copy of any and all other permits, approvals and/or licenses necessary, from the appropriate jurisdiction, agency and/or authority, in order to commence construction.

Along with a copy of any and all permit(s), license(s), and/or approval(s) necessary for the Tenant to demolish any existing structure on the Premises.

E) Within eighteen (18) months of the Commencement Date, the Tenant, at its sole cost and expense, shall provide the Landlord with all of the following:

1) Evidence that the existing structure on the Premises is completely demolished, and

2) Evidence of the Notice of Commencement of Construction.

6.03 Landlord Permission for Construction. Tenant agrees that it shall not begin actual construction of the Project without receiving the Landlord's prior written permission, which shall not be unreasonably withheld, conditioned, or delayed, but shall be based on the Tenant having timely completed all of the requirements listed above in Section 6.02, and having secured a building permit from the applicable building department, along with any and all other necessary permit(s) and license(s). The Tenant is required to deliver a copy of such building permit, along with any and all other necessary permit(s) and license(s), to the Landlord, specifically the Director of the Department of Transportation and Public Works, prior to commencing any construction on the Premises. The Tenant will also provide the Landlord with a letter certifying that it has timely completed all of the needed requirements to meet the terms and conditions of the milestones, and inform the Landlord of the date that it anticipates to break ground for the Project.

6.04 Failure to Meet Milestones. Tenant acknowledges and agrees that it is the Tenant's sole responsibility to timely meet all of the milestones mentioned above, and that it will timely comply with all of the requirements in Section 6.02, and that failure to do so shall be an event of default, and in such event Landlord may immediately and automatically terminate this Lease and thereafter this Lease shall become null and void, and any and all Improvements on or to the Premises shall become the sole property of the Landlord, without cost or expense to the Landlord.

ARTICLE 7
CONDITION OF PREMISES

7.01 Landlord and Tenant hereby agree that the Landlord hereby leases the Premises to the Tenant in "as is where is" condition, with any and all faults. The Tenant hereby acknowledges and agrees that it has inspected the Premises and accepts the Premises in its current condition, with any and all faults, and understands and agrees that the Landlord does not offer any implied or expressed warranty as to the condition of the Premises, including, but not limited to, environmental conditions, and/or whether it is fit for any particular purpose. The Tenant does not expect the Landlord to make any improvements, repairs, and/or perform any maintenance to the Premises, at any time throughout the term of this Lease.

7.02 Landlord and Tenant agree that the Tenant shall be solely responsible for obtaining, securing and/or maintaining any and all permits and licenses to utilize the Premises, ~~including, but not limited to, construction or building permit(s) and/or license(s), including, but~~ not limited to, making any and all Improvements on or about the Premises. Tenant shall be solely responsible to perform any maintenance, repairs, and/or improvements or about the Premises, as well as for the cost to obtain any type of permit(s) and/or license(s).

7.03 Tenant is solely responsible for securing any necessary or desired land use approvals, zoning regulations, restrictions, rules, laws and ordinances that may be necessary in order for the Tenant to construct, maintain, and/or otherwise to operate the CNG Public Access Station.

7.04 Tenant is solely responsible, at its sole cost and expense, to re-zone, if necessary or desired the Premises, or secure a variance, so that the Premises may be developed in accordance with the Miami-Dade County Code.

7.05 Tenant is solely responsible, at its sole cost and expense, for identifying any easements or other encumbrances on or about the Premises, and determining if any such easements or other encumbrances will interfere with the Tenant's planned use of the Premises as a CNG Public Access Station. If any easements and/or other encumbrances exist on the Premises, it shall be the Tenant's sole responsibility, with the prior written approval of, and reasonable cooperation from, the Landlord, to cause the removal of such easements and other encumbrances at its sole cost and expense, or to design and/or utilize the Project, including the construction of the CNG Public Access Station intended for the Premises, in such a manner as to not disturb or interfere with the easements and/or other encumbrances. In the event any new easements or rights of way required to be granted to third parties are necessary in connection with Tenant's development and operation of the Premises, Landlord, as fee owner of the Premises, shall cooperate with Tenant in granting any such easements or rights of way; provided, however, Landlord shall not be required to incur any expense in connection therewith.

7.06 The Tenant shall not occupy or otherwise utilize any portion of the Premises prior to obtaining all necessary permits and/or licenses for the construction, occupancy, maintenance, and/or operation of a CNG Public Access Station. If for any reason Tenant loses any necessary permit or license, including but not limited to suspension, Tenant shall refrain from such construction, use, occupancy, maintenance, and/or operation until the Tenant has re-secured the appropriate permit(s) and/or license(s) which authorize the construction, use, occupancy, maintenance, and/or operation of the Premises as contemplated by this Lease. Further, Tenant is fully responsible for complying with, at its sole cost and expense, any and all building and fire codes.

7.07 Tenant acknowledges and agrees that the Premises currently consist of a parcel

of land with an existing structure, and hereby accepts full responsibility to undertake any and all environmental assessments on or about the Premises. Further, Tenant shall be solely responsible for any and all testing, remediation, repair, and/or maintenance to the Premises including, but not limited to, addressing any groundwater or soil conditions, structural and foundation problems, and air and noise quality if the circumstances of which in each case are caused during the term of this Lease and by Tenant or its agents, employees, or contractors.

ARTICLE 8
TAXES AND UTILITIES

8.01 The payment of any taxes, fees, impositions, or charges arising from Tenant's use or occupancy of the Premises shall be the sole responsibility of the Tenant. Tenant hereby covenants and agrees to pay, without notice or demand and without set-off, abatement, suspension or deduction, any and all taxes, payments in lieu of taxes, and betterment assessments. Tenant further covenants and agrees to pay without notice or demand and without set-off, abatement, suspension or deduction, all other costs, general and special, ordinary and extraordinary, foreseen and unforeseen, which are due and payable during the term of this Lease, at any time imposed or levied against the Premises and/or Improvements thereon. All such payments shall be made prior to the last date on which the same may become delinquent and be paid without penalty.

8.02 Tenant will furnish to Landlord upon request, proof of payment of all items referred to in Section 8.01, which are payable by Tenant, including, but not limited to the payment of any taxes or payments in lieu thereof.

8.03 If Tenant shall elect to contest the payment of any taxes, Tenant may make such payment under protest, or if postponement of such payment will not jeopardize the Landlord's title or interest in or to the Premises or subject Landlord to the risk of any civil liability or

penalty as determined in the sole and absolute discretion of the Landlord, Tenant may postpone the same to contest the amount of such taxes, but only if such postponement is done in accordance with the then-applicable laws, rules and regulations. If Landlord then so requires, Tenant shall secure the full amount of the taxes levied and the interest and penalties thereon and the costs of the proceedings or suit on the determination of whether the amount of the taxes is appropriate, by causing to be delivered to the Landlord in the form of a bond or other security, in the form reasonably satisfactory to Landlord, which amount Landlord shall hold in its general account during the pendency of the proceedings. Landlord shall return the amount held, without interest, within sixty (60) days of the conclusion of the proceedings, so long as Landlord did not use such sum, or any portion thereof, to pay the taxes, interest or penalty. Tenant agrees to indemnify, defend and save Landlord harmless from and against any and all costs and expenses incurred on account of Tenant's protest and participation in such proceedings and/or as a result of Tenant's failure to timely pay taxes and other related charges with respect to the Premises and/or any structures and/or Improvements thereon. Tenant shall promptly furnish the Landlord with a copy of any notice of all events and actions as they relate to the proceedings and/or suits.

8.04 Utilities. The Tenant shall be solely responsible for the installation and payment for any and all utilities associated with the Premises, including the Improvements. Utilities such as water, electric, sewer, telephone, natural gas, and all other utility charges or invoices for the Premises and/or Improvements thereon must be timely paid by the Tenant. Further, the Tenant hereby agrees that it shall place any and all utilities in its own name, and shall pay for any and all necessary security deposits to commence the utility services. The Tenant shall, if available by a utility company, provide for each utility to be metered and billed separately from the Landlord's operations. If separate metering is not available from a utility, the Tenant shall be allowed to utilize a sub-meter; provided however, that the Tenant shall be responsible, and provide payment to the Landlord, for any costs to the Landlord that such utility arrangements and uses cause. The

Tenant shall pay such amounts monthly within thirty (30) days from receipt of an invoice for same from the Landlord. Alternatively, the Landlord may deduct any amounts owed to the Landlord by the Tenant from the amount to be paid monthly to the Tenant by the Landlord under Appendix G of the Master Developer Agreement.

The Tenant's repayment to the Landlord for natural gas that the Landlord obtained directly from another contractor and not through the Tenant to be compressed and sold by the Tenant at the CNG Public Access Station is provided for in Article 5, above.

The Tenant shall be solely responsible for the cancellation or termination of any and all utilities associated with the Premises at the expiration or termination of this Lease.

ARTICLE 9
CONSTRUCTION OF THE PROJECT AND IMPROVEMENTS

9.01 Tenant, ~~at its sole cost and expense, shall perform any and/or all of the pre-~~construction work necessary to construct the Project. The construction of the Project is expected to commence no later than the end of eighteen (18) months from the Commencement Date. Commencement of construction is hereby agreed upon and determined to be the cumulative of: 1) issuance of the building permit(s) for a CNG Public Access Station; 2) the commitment for funding for the Project, including any and all Improvements; 3) demolition of any existing structures on the Premises; 4) retention of a general contractor; 5) Issuance of a Notice of Commencement of Construction; and 6) the actual start of the Improvements (beyond the laying of foundation). Further, the Tenant has specifically agreed that construction of the Project will occur over a two (2) to four (4) month period, with the Improvements, in accordance with the Development Concept, being completed no later than the end of the 24th month from the Commencement Date of this Lease, as evidenced by issuance of a temporary certificate of occupancy (or equivalent document in the Landlord's reasonable discretion), subject to delay due

to Force Majeure. Failure to timely construct the CNG Public Access Station in accordance with the terms and conditions of this Lease may result in the termination of this Lease by the Landlord, and possession of the Premises reverting to the Landlord, along with any and all Improvements thereto.

9.02 Tenant is solely responsible to procure any and all construction and related services in strict compliance with any and all local laws, rules and/or requirements.

9.03 Prior to the commencement of construction, the Tenant must deliver all Plans and Specifications and scheduling for any construction, fencing, landscaping, and/or other Improvements, which will all be commenced and completed at Tenant's sole cost and expense, to the Landlord, and specifically to the Director of the Department of Transportation and Public Works, for written approval at least fifteen (15) days before the commencement of any work.

9.04 Upon the Landlord's initial receipt of the Plans and Specifications, as described in Section 9.03, the Landlord shall review the same, and within twenty-one (21) business days after receipt thereof, advise Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval. In the event of disapproval, Tenant shall, within thirty (30) days after the date Tenant receives such disapproval, make those changes necessary to meet the Landlord's stated grounds for disapproval. Upon the Landlord's receipt of the revised Plans and Specifications showing the changes requested by the Landlord, the Landlord shall review the same, and shall, within fifteen (15) days after receipt thereof, advise Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval.

Appendix E

A.) As an alternative to revising the Plans and Specifications upon receipt of the Landlord's disapproval of the initial submission, the Tenant may request reconsideration of such comments, by first describing in detail why it reasonably believes that the Plans and Specifications should not be changed or modified, in which case, within fifteen (15) days of such request for reconsideration, the Landlord shall again advise Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval. If the Landlord continues to disapprove after reconsideration, Tenant shall resubmit revised Plans and Specifications to the Landlord within thirty (30) days after the date Tenant receives such disapproval. Any resubmission shall be subject to review and approval by the Landlord, in accordance with the procedure hereinabove provided for an original submission, until the same shall receive final approval by the Landlord. The Landlord and the Tenant shall attempt to resolve any disputes concerning the Plans and Specifications in an expeditious manner. If the Landlord shall have approved any aspect of the Plans and Specifications in an earlier plan submission, and no portion of the revised Plans and Specifications has affected the earlier-approved aspect, absent extenuating circumstances, the Landlord shall not have the right to disapprove that which it approved earlier, unless it is determined by the Landlord that such Plans and Specifications fail to comply with applicable law.

B.) Following completion of the Plans and Specifications approval process, as described herein above, the Landlord's approved Plans and Specifications for the Project shall be the construction plans for the Project. The Landlord's approval shall be in writing and each Party shall have a set of construction plans signed by all Parties as approved. In the event any material change occurs after approval of the construction plans for the Project, then Tenant must resubmit the changed portion of the construction plans to the Landlord for the Landlord's

reasonable approval (irrespective of whether the change is required by a Miami-Dade County department as part of the permitting process).

9.05 Tenant shall cause all construction to be performed competently and in a good and workmanlike manner by duly qualified and licensed persons and/or entities, using first grade materials, and with as little interference as reasonably practicable to the affairs of nearby residences and/or businesses.

9.06 Tenant shall timely pay Tenant's contractor and, as applicable or required by agreements between Tenant and any laborers or material suppliers, all persons or entities furnishing labor and material with respect to any work performed by Tenant or its contractor on or about the Premises, and shall obtain and deliver to Landlord "releases" or waivers of liens from all Tenant's contractor and shall require Tenant's contractor to obtain such releases or waivers of liens from all parties doing work on or about the Premises, along with an affidavit from Tenant stating that all bills payable by Tenant have been paid with regard to such work and that, to the Tenant's knowledge, there are no outstanding obligations owed with respect to any such work performed on the Premises. The Tenant, as described in Section 9.11, is further required to secure a payment and a separate performance bond, in accordance with Section 255.05, *Florida Statutes*, to guarantee the timely payment of any and all laborers and materialmen, as well as the timely and proper construction of the Project. Such payment and performance bond will be delivered to Landlord prior to commencement of construction. The amount of such bonds shall be equal to the construction costs of the Improvements.

9.07 Tenant acknowledges and agrees that the Landlord, in its capacity as Landlord under this Lease, currently has no obligation and in the future shall have no obligation, financial, regulatory or otherwise, for any activities necessary or otherwise related to the pre-construction

and/or construction of the Improvements on or about the Premises.

9.08 If Tenant's construction activities or other actions relative to the Premises result in the introduction of hazardous materials in violation of applicable law or contamination of the soil and/or groundwater, then the Tenant agrees to: 1) immediately notify the Landlord of any contamination, claim of contamination, or damage; 2) after consultation and with the approval of the Landlord, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, at the Tenant's sole cost and expense; and 3) to indemnify, defend and hold the Landlord harmless from and against any claim, suits, causes of action, liability, obligations, costs and/or fees, including any and all attorneys' fees arising from or connected with such contamination, claim of contamination or damage.

9.10 Tenant agrees that in an effort to protect the Landlord in the event Tenant defaults hereunder, Tenant hereby grants to Landlord a security interest in the Improvements on or the Premises. Said security interest shall secure all amounts to be paid by Tenant to Landlord hereunder, including, but not limited to, the cost for maintenance and repairs to the Premises, and attorneys' fees, expert witness fees and court costs. However, notwithstanding the foregoing, the Landlord hereby agrees to subordinate its interest in the Improvements to the security interest of a lending institution, such as a bank or insurance company, licensed to operate in the State of Florida, for the purpose of the Tenant obtaining a loan for equipment associated with the operation of the CNG Public Access Station.

9.11 Prior to commencing any construction and/or repairs to the Premises, or any structure or Improvements on or about the Premises, Tenant shall obtain and deliver to the Landlord, at its sole cost and expense, both a payment bond and performance bond, or such other alternate form of security, any or all of which meets the requirements of Section 255.05, *Florida*

Statutes, as set forth below, not less than ten (10) days prior to the anticipated commencement date of the construction and/or repairs or the purchase of materials for the performance of the work. Said payment and performance bonds shall be in favor of the Landlord, the form of such bonds shall be as provided by Section 255.05, *Florida Statutes,* and each shall be in the amount of the entire cost of the construction, or in instances of repair, the total cost associated with the repair project regardless of the source of funding. The payment and performance bonds shall name Landlord as an obligee on the multiple obligee rider attached to the payment and performance bond, and shall be issued by a surety insurer authorized to do business in the State of Florida. The bonds shall be subject to review and approval by Miami-Dade County, Department of Transportation and Public Works, Risk Management Division. The Tenant shall be responsible for recording the bonds in the public records of Miami-Dade County and providing notice to subcontractors and suppliers, as required by Section 255.05 of the *Florida Statutes*. Said payment and performance bonds shall be maintained in full force and effect for the duration of any construction and/or repair project. However, the foregoing requirement of securing a payment and performance bonds shall not be required when such contract for any repair work is estimated, in accordance with generally accepted cost-accounting principles, to have a cost of less than $25,000.

Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the states in which the company is licensed to do business. Additional bond requirements are provided in Attachment 3, Bond Requirements.

9.12 Tenant shall not place signs or advertising matter on or about the Premises without the Landlord's prior written approval. The nature, size, shape and installation of Tenant's

business signs within, on, or adjacent to the Premises must be approved by Landlord. If permitted, Tenant will, at its sole cost and expense, maintain such signs and/or advertising matter, in good condition and repair at all times. All signs and advertising shall be removed by Tenant upon the expiration or termination of this Lease, and any damage or unsightly condition caused to the Premises due to signs or advertising matter shall be corrected or repaired by Tenant, at Tenant's expense, to the satisfaction of the Landlord, in Landlord's sole discretion. Signs must also be approved by all governmental authorities having jurisdiction.

9.13 All construction projects are required to meet the standards delineated in Miami-Dade County Ordinance 07-65. The primary mechanism for determining compliance with the Sustainable Building Program shall be the U. S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council, or as otherwise directed by the County's Sustainability Manager.

(a) New Construction (NC): All new construction projects shall attain "Silver" or higher level rating under the LEED-NC Rating System.

(b) Major Renovations and Remodels: All major renovations and remodels shall attain "Certified" or higher level rating under the LEED-NC Rating System.

(c) Non-Major Renovations and Remodels: All non-major renovations and remodels shall attain "Certified" or higher level rating under the appropriate LEED Rating System such as LEED-NC, LEED-Existing Building (EB) or LEED-Commercial Interior (CI).

(d) Renovations, remodels, and other building upgrades not meeting the above criteria are encouraged, but not required, to incorporate the maximum number of LEED approved green building practices as are feasible from a practical and fiscal perspective. It is understood that the CNG Public Access Station will fall into this category due to the nature of the Project.

9.14 In accordance with Section 2-11.16, of the Code, in instances in which the construction will be equal to or greater than One Million Dollars, the Tenant is required to pay Responsible Wages to all workers (laborers and mechanics), despite the fact that the Project is a privately-funded construction of a building for the Tenant, unless: (i) the Project is funded solely through private sources of funds (meaning without one dollar ($1.00) or more of financing provided through any federal, states, county or local government entity or bond sources, including Industrial Development Authority ("IDA") bonds; (2) any building being constructed is, or will be exempt from Federal Income Taxes as a 501(c)(3) corporation, is a not-for-profit and is community-based; or (iii) any building being constructed receives IDA bond financing and also receives State and/or local development incentives based on job creation.

The Tenant shall comply with all of the provision of the Responsible Wages, if applicable, or the Federal Transit Administration wage requirements, whichever is greater.

ARTICLE 10
MAINTENANCE AND REPAIR OF PREMISES AND CNG PUBLIC ACCESS STATION

10.01 Maintenance. Tenant shall maintain and keep in good repair, condition, and appearance, at its sole cost and expense, the Premises and CNG Public Access Station, and any and all infrastructure (utility lines, pipes, wiring) leading to or from the Premises, as well as any and all vegetation, including all grass, hedges, trees, and plants which are now, or in the future, on or about the Premises.

10.02 Debris Removal. Tenant, at its expense, shall maintain and keep the Premises, including, but not limited to, all current and future parking areas, pathways, and/or walkways adjacent to or leading to or from the Improvements which exist, or may be constructed, on the

Premises, and any and all sidewalks surrounding the Premises, free from debris.

10.03 General Maintenance and Conduct. With regard to the general maintenance and occupancy of the Premises, Tenant will, at its expense: (a) maintain the Premises in a clean, orderly and safe condition and free of rodents, vermin and other pests; (b) keep any garbage, trash, rubbish and/or other refuse in safe containers that do not encourage the existence of vermin; (c) cause to have such garbage, trash, rubbish and refuse removed on a daily, weekly, or as needed basis to ensure cleanliness; (d) comply with all laws, ordinances, rules and regulations of governmental authorities regarding the removal of garbage, trash, rubbish and refuse from the Premises; (e) keep all pre-construction, and construction activities, and/or mechanical equipment apparatus free of vibration and noise which may be transmitted beyond the Premises and/or which could disturb adjacent landowners or occupiers; (f) prevent any objectionable odors to emanate or to be dispelled from the Premises; (g) comply with and observe all rules and regulations established by the Landlord from time to time which relates to the Tenant's occupancy on the Premises; and (h) conduct its operation in all respects in a dignified manner in accordance with the high standards of other similar entities. Further, should the Tenant fail to properly maintain the Premises, the Landlord may elect to clean, remove any trash or rubbish, or otherwise maintain the Premises. Should the Landlord elect to clean, remove any trash or rubbish or otherwise maintain the Premises, the Landlord shall invoice the Tenant the amount of the cost associated with such maintenance, which cost shall be deemed as rent under this Lease.

10.04 Liability Due to Poor Workmanship or Maintenance. Any damage or injury sustained by any person due to the work of the Tenant or any of its agents or contractors, or due to the poor workmanship or poor maintenance of any mechanical and CNG equipment, and/or because of the operation or existence of any mechanical, electrical, plumbing, CNG or other equipment or the installation of such, shall be the sole responsibility of Tenant, and Tenant shall

indemnify, defend and hold Landlord harmless from and against all claims, actions, causes of action, damages and liability in connection therewith, including, but not limited to reasonable attorneys' fees, other professional fees, and any other cost which Landlord may reasonably incur except to the extent caused by the gross negligence or willful conduct of Landlord or its agents or employees.

ARTICLE 11
DESTRUCTION OF FACILITY AND/OR IMPROVEMENTS

11.01 Damage to Premises. Tenant shall be responsible for and shall repair any and all damage caused to the Premises and/or Improvements on or about the Premises as a result of Tenant's use of the Premises or any vandalism, malicious mischief, or criminal acts thereto. The Tenant shall immediately notify the Landlord, in writing, upon discovering any damage to the Premises, including the CNG Public Access Station, and/or to any of the Improvements on or about the Premises. Tenant is responsible for maintaining, replacing and/or repairing any damaged real property, personal property, along with any damage to any of the Improvements on or about the Premises.

11.02 Destruction of Premises. In the event the Premises, including any of the Improvements, should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the Premises is rendered unfit for the intended purpose of Tenant, the Tenant may terminate this Lease, but only after entering into an agreement with the Landlord regarding the cost to immediately repair any damage and/or remove any trash and/or debris from the Premises. If the Premises is partially damaged, but the Premises is not rendered unusable for the purposes of this Lease, the same shall be promptly repaired by Tenant from proceeds of the insurance coverage and/or at its own cost and expense. If the damage to the Premises shall be so extensive as to render it unusable for the purposes intended, but capable of being repaired within one hundred eighty (180) days, the damage shall be repaired with due diligence by Tenant from the

proceeds of the insurance coverage policy and/or at its own cost and expense within the 180-day period and any rent payable by Tenant under this Lease shall be abated for the period during which Tenant is denied the use of the Premises. In the event that Premises and/or the Improvement(s), or any nearby property is damaged or destroyed due to Tenant's negligence, or the negligence of Tenant's employee(s), vendor(s), agent(s), contractor(s), or client(s), the Tenant shall be solely liable and responsible to immediately repair and/or compensate the Landlord and/or any other owner for such damage or loss, as well as indemnify the Landlord against any claim, suit, and/or cause of action brought against the Landlord for such negligence.

ARTICLE 12
ASSIGNMENT AND SUBLEASE

12.01 Tenant shall not assign, sublet, transfer, mortgage, pledge, or dispose of this Lease, for the term hereof, without first obtaining the written consent of Landlord, through its Board of County Commissioners, which consent may be withheld in Landlord's sole and absolute discretion. This prohibition includes, but is not limited to: (a) any subletting or assignment which would occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate or proprietary structure; and (b) an assignment of subletting to or by a receiver or trustee in any federal or state action, bankruptcy, insolvency, or other proceedings.

ARTICLE 13
NO LIABILITY FOR PERSONAL PROPERTY

13.01 All personal property placed on or moved in the Premises shall be at the sole risk of Tenant or the owner thereof. Landlord shall not be liable to Tenant or any owner of such personal property for any damage to said personal property unless solely caused by or due to the gross negligence or willful misconduct of Landlord, Landlord's agents or employees, subject to all limitations of *Florida Statutes*, Section 768.28.

ARTICLE 14
LANDLORD NOT RESPONSIBLE FOR ACTS OF OTHERS

14.01 Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant or themselves and/or their personal property, including but not limited to invitees, trespassers, and/or licensees, for 1) any loss or damage which may be occasioned by or through the acts or omissions of persons coming onto the Premises except to the extent caused by the Landlord or its agents, employees, or representatives and subject to the limitations of *Florida Statutes*, Section 768.28, or 2) any actions or activity by any person, including, but not limited to, such actions or activity which is the direct or indirect cause of any lack of security, insufficient safety measures, failure to provide adequate or sufficient warnings, precautions, and/or inadequate protection to the Premises, the Tenant, or anyone claiming by, through or under the Tenant. To the maximum extent permitted by law, the Tenant agrees to use and occupy the Premises at Tenant's own risk. Further, in accordance with Section 14.03, the Tenant shall secure, maintain and utilize security personnel, at its sole cost and expense, as it deems necessary to protect the Tenant, its employees, guests, licensees, any and all occupants, as well as the Premises, including the Improvements.

14.02 Notification of any Injury on the Premises. Tenant agrees that it will immediately notify the Landlord should any person sustain, or is found to have, a serious bodily injury or dies on or about the Premises, due to any cause that might give rise to claims of liability for or to the Landlord, for personal injury or wrongful death. The definition of serious bodily injury shall include, but not be limited to, any injury to a person which requires medical treatment either at a hospital or by emergency medical technicians. Further, in instances where someone sustained a serious bodily injury or died, due to any cause that might give rise to liability for or to the Landlord, for personal injury or wrongful death, in addition to any other requirement(s) regarding notice under this Lease, the Tenant shall also

immediately (same day, or in situations where the same day is not possible, then next day) call the Landlord's Department of Transportation and Public Works, and notify the Director of such incident, in detail, with or without the name of the individual that died or sustained the serious bodily injury. Further, in instances where an individual died or sustained a serious bodily injury, the Tenant must complete a detailed injury and incident report and immediately (same day or next day) send it to the Landlord, in accordance with the terms of the notice provisions found in this Lease.

14.03 Security. The Tenant is solely responsible for securing and maintaining its own security in and around, and for, the Premises. Should the Tenant, at any time and for any reason, believe that security and/or additional security is needed to protect the Tenant, or any of its invitees, licensees, guests, employees, staff, management, occupants, anyone else, personal property belonging to any of the foregoing, and/or the Premises, including the Improvements thereon, then it is understood and agreed that Tenant shall, at its sole cost and expense, hire and maintain such security. The Tenant further acknowledges and agrees that the Landlord is not expected to supply, or otherwise provide, any security staff and/or security equipment to, on, or about the Premises which would be designed to prevent or deter vandalism, theft, burglary, and/or any other type of criminal activity or any other type of incident.

14.04 Security Cameras. Tenant shall install a security camera system as part of its security measures for Tenant to monitor the security of the Premises. Such security camera system shall be connected to the Landlord's Closed Circuit TV (CCTV) security system at the Bus Depot to allow for the Landlord's 24 hour/7 days a week surveillance, at its option, of the Premises and network video recording. The Tenant shall furnish and install all electronics and equipment required to connect to the Landlord's CCTV system.

ARTICLE 15
LANDLORD'S RIGHT OF ENTRY

15.01 Landlord, or any of its agents, shall have the right to enter the Premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety thereof, or as may be required or permitted pursuant to this Lease. Said right of entry shall likewise exist for the routine purpose of ensuring that the Premises is safe. The Landlord's right to enter the Premises to make repairs, additions, and/or alterations, shall exist only after the Landlord has provided the Tenant with thirty (30) days advance notice of any such desire to enter the Premises to make such repairs, additions, and/or alterations, except that the Landlord, without prior notice to the Tenant, shall always be permitted to enter the Premises and make it safe in the event of an emergency, as reasonably determined by the Landlord. Further, in the event that the Landlord undertakes work to make repairs, additions, and/or alterations, and/or otherwise to maintain the Premises, including the Improvements, the Tenant shall immediately (within thirty (30) days following receipt of an invoice) reimburse the Landlord for any and all costs and expenses associated with such repairs, additions, alterations, and/or maintenance.

ARTICLE 16
PEACEFUL POSSESSION

16.01 Subject to the terms, conditions, and covenants of this Lease, Landlord covenants and agrees that Tenant shall and may peaceably have, hold, and enjoy the Premises without hindrance or molestation by Landlord or its representatives.

ARTICLE 17
SURRENDER OF PREMISES

17.01 Upon the Expiration Date or termination of this Lease, Tenant shall peaceably leave, quit and surrender the Premises.

17.02 Tenant shall surrender the Premises in as good condition as the Premises was at the beginning of the term of this Lease, ordinary wear and tear and damage by casualty pursuant to Section 11.02 excepted.

ARTICLE 18
INDEMNIFICATION AND HOLD HARMLESS

18.01 Tenant shall indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the Landlord or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease by the Tenant or its employees, agents, servants, partners principals or subcontractors except to the extent caused by or arising from the gross negligence or willful misconduct of Landlord or its employees, agents, or representatives. Tenant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorneys' fees which may issue thereon. Tenant expressly understands and agrees that any insurance protection required by this Lease, or otherwise provided or secured by Tenant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Landlord or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE 19
LIABILITY FOR DAMAGE OR INJURY

19.01 Landlord shall not be liable for any damage or injury which may be sustained by any party or person on the Premises other than the damage or injury caused solely by the gross negligence of Landlord, its officers, employees, or agents, subject to the limitations of

Florida Statutes, Section 768.28.

ARTICLE 20
SUCCESSORS IN INTEREST

20.01 All covenants, conditions, agreements, and undertakings contained in this Lease shall extend to and be binding upon the respective successors and assigns of the respective Parties hereto, the same as if they were in every case named and expressed.

ARTICLE 21
TERMINATION

21.01 In addition to any other termination rights in this Lease, the occurrence of any of the following may cause this Lease to be terminated by the Landlord upon the terms and conditions set forth below:

A. Automatic Termination:

1) Institution of proceedings in voluntary bankruptcy by the Tenant.
2) Institution of proceedings in involuntary bankruptcy against the Tenant if such proceedings continue for a period of ninety (90) days or more.
3) Assignment of Lease by Tenant for the benefit of creditors.
4) Tenant vacates or abandons the Premises, or otherwise ceases or discontinues its operations on the Premises, consistent with Section 29.03.

B. Termination after ten (10) day's written notice by the Landlord to Tenant for doing any of the following:

1) Failure to timely meet any of the requirements of Section 6.02.
2) Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if Tenant makes the required payment(s) during the ten (10) day period from receipt of the written notice.

3) Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) day period from receipt of the written notice; provided, however, no termination shall be effective if such remedy cannot reasonably be completed within ten (10) days and Tenant commences such remedy within such ten (10) day period and thereafter diligently pursues the same to completion.

C. Termination after thirty (30) day's written notice to Tenant for the reason(s) as set forth below:

1) Non-performance of any covenant of this Lease, other than matters listed in A and B above, and failure of the Tenant to remedy such breach within the thirty (30) day period from receipt of the written notice provided, however, no termination shall be effective if such remedy cannot reasonably be completed within thirty (30) days and Tenant commences such remedy within such thirty (30) day period and thereafter diligently pursues the same to completion.

D. Landlord reserves the right to terminate the Lease at any time without cause, upon six (6) months written notification to Tenant if Landlord determines that the Premises are needed for any reason. If Landlord invokes this right within the initial term of the Lease, the Landlord will compensate the Tenant for Improvements to the Premises which shall be depreciated on a straight line basis for 10 years for the purpose of compensation. All Improvements costs must be fully documented and submitted to Landlord within 180 days from completion of the Improvements. No compensation will be made if Landlord invokes this right to terminate the Lease without cause during the option to renew periods.

21.02 Under no circumstances shall the Tenant be entitled to any expiration or termination fee or any similar economic incentive or payment with regard to this Lease when the

Lease expires or should this Lease be terminated, unless specifically set forth in this Lease.

21.03 If the Landlord terminates this Lease for any reason, including, but not limited to termination for the Tenant's failure to utilize and maintain the Premises for a public use, the Landlord shall not incur any cost or expenses, or pay any compensation, in connection with regaining control of the Premises from the Tenant.

21.04 Should Landlord elect to terminate this Lease as permitted herein, Tenant shall remain fully responsible for any and all costs, fees, expenses, and/or invoices incurred up to the termination date stated in its written notice to the Landlord, including the cost of the Improvements and the related financing costs.

ARTICLE 22
NOTICES

22.01 Notices provided for in this paragraph shall include all notices required in this Lease or required by law. Any notice or other communication given or made pursuant to this Lease shall be in writing and shall be deemed given if delivered in accordance with Article 6, Notice Requirements, of the Master Developer Agreement and with a copy to

If to Landlord:
Miami-Dade County
Department of Transportation and Public Works
701 NW 1st Court, 17th Floor
Miami, FL 33136
Attention: Director

and:
County Attorney's Office
Miami-Dade County
111 N.W. 1st Street, 28th Floor
Miami, Florida 33128
Attention: County Attorney

If to Tenant: Trillium Transportation Fuels, LLC
1111 Bagby, Suite 2400
Houston, TX 77002
Attention: General Manager of Trillium

and: Trillium Transportation Fuels, LLC
1111 Bagby, Suite 2400
Houston, TX 77002
Attention: Associate General Counsel and Special Advisor

22.02 The Tenant shall provide the Landlord with the name and telephone number of a management person of the Tenant who will be on call, at all times, for emergencies or other matters related to the operations under this Lease.

ARTICLE 23
INSURANCE

23.01 Insurance Coverage. The Tenant shall furnish to the Internal Services Department/Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below. In addition to the referenced certificates, Miami-Dade County reserves the right to request the applicable policy (policies) in its entirety.

INSURANCE DUE ON COMMENCEMENT DATE

A. Worker's Compensation Insurance for all employees of the Tenant as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

DESIGN STAGE

In addition to the insurance coverage required in A–C above, the following coverage:

D. Professional Liability Insurance, the Tenant shall provide or cause its subcontractors to provide protection from claims arising from acts, errors or omissions arising from design, engineering, surveying inspections and related work undertaken in connection with this contract in an amount not less than $1,000,000. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

CONSTRUCTION PHASE

Tenant shall obtain or cause its General Contractor to obtain the following insurance coverage prior to any construction:

A. Worker's Compensation Insurance for all employees as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis, including Explosion, Collapse and Underground Hazards and Completed Operations coverage, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be included as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Policy shall be endorsed to provide Broadened Coverage for Covered Autos – Endorsement CA 9948 (or the equivalent) for the Business Auto, Motor Carrier and Truckers Coverage Forms.**

D. Prior to Occupying the site. Completed Value Builders' Risk Insurance on an "all risk" basis in an amount not less than one hundred (100%) percent of the insurable value of the building(s) or structure(s). The policy shall be in the name of Miami-Dade County and the Contractor A.T.I.M.A. (Each facility is considered a separate project.)

E. Pollution Liability Insurance in an amount not less than $5,000,000 combined single limit per occurrence for bodily injury, property damage, environmental impairment and when applicable, Asbestos Abatement Liability. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

F. Umbrella/Excess Liability policy follow form of the Commercial General, Automobile, Professional and Pollution Liability in an amount not less than $25,000,000 per occurrence. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

OPERATION/MANAGEMENT PHASE

After completion of the construction phase, and before occupancy begins, Tenant shall obtain the following insurance coverage which must be kept in force throughout the duration of the Lease:

A. Worker's Compensation Insurance for all employees of the Tenant as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis, including Explosion, Collapse and Underground Hazards, Products and Completed Operations Liability coverage in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, Garage Keeper's Legal Liability, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

D. Pollution Liability Insurance in an amount not less than $5,000,000 combined single limit per occurrence for bodily injury, property damage and environmental impairment. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

E. Umbrella/Excess Liability policy follow form of the Commercial General, Automobile, Professional and Pollution Liability in an amount not less than $25,000,000 per occurrence. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

23.02 Insurance Company Qualifications. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Landlord's Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

CERTIFICATE HOLDER MUST READ: Miami-Dade County
111 NW 1st Street, Suite 2340
Miami, FL 33128

Compliance with the foregoing requirements shall not relieve the Tenant of its liability and obligation under this Section or any other Section of this Lease. Tenant shall be responsible for

ensuring that the insurance certificates required in conjunction with this Section remain in full force for the duration of this Lease. If insurance certificates are scheduled to expire during the term of this Lease, Tenant shall be responsible for submitting new or renewed insurance certificates to the Landlord prior to expiration.

23.03 Additional Insurance. Tenant is responsible for its improvements and betterments, equipment, furniture, fixtures, inventory and supplies or other Tenant property. Further, the Tenant hereby acknowledges and agrees that the aforementioned insurance requirements are designed primarily to protect the Landlord, and therefore the Tenant understands and agrees that it should consult with its own insurance agent, broker, and/or carrier to determine if any additional insurance is needed or recommended to protect its interest in the Premises and/or the Improvements thereon, for its intended use or operations on the Premises.

23.04 Landlord's Property Insurance: Any insurance the Landlord may maintain shall not cover Tenant's Improvements and betterments, contents, or other property of Tenant. Tenant shall not violate, or permit the violation of, any condition imposed by any of the Landlord's insurance policies, and subject to the Permitted Use, shall not do, or permit anything to be done, or keep or permit anything to be kept in the Premises which would increase the fire or other property or casualty insurance rate on the structures or the property therein over the rate which would otherwise then be in effect (unless Tenant pays the resulting increased amount of premium as provided under the further terms hereof), or which would result in insurance companies of good standing refusing to insure the same or any of such property in amounts and at normal rates reasonably satisfactory to the Landlord. If by reason of any act or omission on the part of Tenant the rate of property insurance on the other property of the Landlord, Tenant shall reimburse the Landlord, on demand, for that part of the premiums for property insurance paid by the Landlord because of such act or omission on the part of Tenant, which sum shall be deemed additional rent for purposes of collection only.

Appendix E

ARTICLE 24
PERMITS, REGULATIONS & SPECIAL ASSESSMENTS

24.01 Permits/Licenses/Approvals. Tenant shall, at its sole cost and expense, obtain any and all necessary governmental permits, licenses and approvals, and that all uses of the Premises will be in complete conformance with all applicable laws, ordinances, codes, rules, regulations, including all applicable zoning regulations.

24.02 Charges/Taxes/Assessments. Any and all charges, taxes, or assessments levied against the Premises shall be paid by Tenant, and failure to do so will constitute a breach of this Lease.

24.03 Landlord as Sovereign. It is expressly understood and agreed that notwithstanding any other provision of this Lease and the Landlord's status thereunder:

(a) The Landlord retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Premises and/or the operation thereof, or be liable for the same; and

(b) The Landlord shall not by virtue of this Lease be obligated to grant the Tenant any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Premises.

24.04. No Liability for Exercise of Police Power. Notwithstanding and prevailing over any contrary provision in this Lease or any other document relating to this matter, including any Landlord covenant or obligation that may be contained in this Lease, or any implied or perceived duty or obligation of the Landlord including but not limited to the following:

(a) To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the Tenant, regardless of the purpose required for such cooperation;

(b) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;

(c) To apply for or assist the Tenant in applying for any county, city or third-party permit or needed approval; or

(d) To contest, defend against, or assist the Tenant in contesting or defending against any challenge of any nature;

this Lease shall not bind the Miami-Dade Board of County Commissioners, the Landlord's Department of Transportation and Public Works or any other county, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the Landlord or any other applicable governmental agencies in the exercise of its police power. The Landlord shall be released and held harmless by the Tenant from and against any liability, responsibility, claims, consequential or other damages, or losses to the Tenant or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the Parties recognize that the approval of any building permit and/or certificate of occupancy (including temporary certificate of occupancy) may require the Landlord to exercise its quasi-judicial or

police powers. Notwithstanding any other provision of this Lease, the Landlord shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The Landlord's obligation to use reasonable good faith efforts in the permitting of the use of Miami-Dade County owned property regarding the Premises shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by Tenant as authorized by this Lease. Moreover, in no event shall a failure of the Landlord to adopt any of the Tenant's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Lease.

ARTICLE 25
OWERNSHIP AND REMOVAL OF PERSONAL PROPERTY AND IMPROVEMENTS

25.01 Personal Property. The Tenant's introduction of any supplies, furniture, furnishing, or other articles of personal property on the Premises, which personal property can be removed without damage to the Premises, shall remain the Tenant's property and may be removed by Tenant at any time during the term of this Lease so long as the same have not become a part of the freehold, and removal of such does not materially affect Tenant's ability to use said Premises and conduct its business as provided herein. However, if any of Tenant's property is removed and such removal causes damage to the Premises, Tenant shall repair or pay to the Landlord the cost of repairing any damage to the Premises resulting from such removal.

25.02 Personal Property Removal at Expiration or Termination. At the expiration or termination of this Lease, the Tenant shall promptly remove its personal property and the personal property of its employees, agents, and contractors. Should Tenant fail to remove its personal property, and/or the personal property of others within thirty (30) days from the expiration or termination of this Lease, said personal property shall be deemed abandoned and

the Landlord may dispose of the personal property in the manner it elects, without any compensation, remuneration or reimbursement to the Tenant or any other owner or person with an interest in such personal property. The Landlord may choose to restore the Premises to original condition and bill the Tenant for any costs therefore including the disposal of the abandoned personal property.

25.03 Provision of Keys. At the expiration or termination of this Lease, Tenant shall promptly deliver to the Landlord the keys and combinations to all safes, cabinets, vaults, doors and other locks left by Tenant on the Premises.

25.04 Improvements. All Improvements, including, but not limited to anything erected or installed on or about the Premises at any time, whether by or on behalf of the Tenant or by or on behalf of Landlord, shall not be removed from the Premises at any time, unless removal is consented to in advance, in writing, by Landlord. This Section does not prohibit or limit Tenant from repairing or replacing any such Improvements as is necessary in the ordinary course of the Permitted Use.

25.05 Improvements Removal at Expiration or Termination. At the expiration or termination of this Lease, all existing and installed fixtures, equipment, Improvements and appurtenances attached to or built into the Premises in such a manner as to become part of the freehold, whether or not by or at the expense of Tenant, shall be removed by the Tenant with the Landlord's permission, excluding the wall which separates the Landlord's and Tenant's operations which shall remain in place and revert to the Landlord as its property in all instances. Tenant shall return the Premises to original, or better than original, condition or shall reimburse the cost to Landlord to return the Premises to original, or better than original, condition.

Alternatively, the Landlord and Tenant may mutually agree on terms under which the Tenant will surrender to the Landlord any or all of the Improvements at the Premises.

Should Tenant fail to remove such items on the Premises within thirty (30) days from the expiration or termination of this Lease, such installed fixtures, equipment, Improvements and appurtenances shall be deemed abandoned and the Landlord may dispose of or elect to keep such items for use, without any compensation, remuneration or reimbursement to the Tenant or any other owner or person with an interest in such items.

ARTICLE 26
EMINENT DOMAIN

26.01 Definition. The word "Taking" in this Lease shall mean any taking of the title to, access to, or use of the Premises or any portion thereof by any governmental authority or any conveyance under the threat thereof, for any public, quasi-public, or private use or purpose. A Taking may be total or partial, permanent or temporary.

26.02 Notification. Upon receipt by either the Landlord or the Tenant of any notice of Taking, or the institution of any proceedings for Taking the Premises, or any portion thereof, the Party receiving such notice shall promptly give notice thereof to the other, and such other Party may also appear in such proceeding and may be represented by an attorney.

26.03 Award. The full amount of any award whether *pro tanto* or final for any Taking (the "Award"), shall, notwithstanding any allocation made by the awarding authority, be paid and allocated as set forth below, provided that there shall first be deducted from the Award the following, in the order stated: (i) all reasonable fees and expenses of collection, including reasonable attorneys' fees and experts' fees, which shall be paid to the Party which has paid such fees and expenses and/or undertaken such work (assuming such fees and costs are not

compensated by the condemning authority), (ii) any unpaid fees or expense due to the Landlord, or due to a third party, which Landlord will be ultimately responsible for, and (iii) any outstanding amounts which represent unpaid loans used for the construction of any Improvements on the Premises. With respect to the balance of such Award, Landlord and Tenant shall be entitled to receive and retain such separate Awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, with consideration given to the fact that the Landlord's interest in the Premises is not limited to the land encumbered by this Lease, but also the reversionary interest in the Premises upon expiration of the term and the Improvements thereon.

26.04 Total Taking. In the event of a permanent Taking of the fee simple interest or title of the Premises, or control of the entire leasehold estate hereunder (a "Total Taking"), this Lease shall thereupon terminate as of the effective date of such Total Taking, without liability or further recourse to the Parties, provided that any and all obligations of Tenant under this Lease have been fully and completely complied with by Tenant as of the date of said Total Taking, otherwise Tenant hereby agrees that an appropriate amount of its portion of the Award shall be paid to Landlord, and such payment shall be allocated to complete any unfinished work by Tenant or fulfill any unfulfilled obligations.

26.05 Partial Taking. If, in the event of a partial Taking of less than the entire Premises, the remaining portion of the Premises not so taken cannot be adequately restored, repaired or reconstructed so as to constitute a complete architectural unit of substantially the same usefulness, design, construction, and commercial feasibility, as immediately before such Taking, then Tenant shall have the right, to be exercised by written notice to Landlord within one hundred twenty (120) days after the date of Taking, to terminate this Lease on a date to be

specified in said notice, which date shall not be earlier than the date of such Taking, in which case Tenant shall pay and shall satisfy all rents and other payments due and accrued hereunder up to the date of such termination and shall perform all of the obligations of Tenant hereunder to such date, and thereupon this Lease and the term herein demised shall cease and terminate. Upon such termination the Tenant's interest under this Lease in the remainder of the leasehold interest not taken shall be sold in accordance with applicable Law, and the proceeds of the sale shall be combined with the Award given for the partial Taking with the entire amount then being distributed as if a total Taking had occurred. Landlord shall have the first option to purchase Tenant's remaining leasehold interest under this Lease, which purchase price for the Premises shall be calculated by taking the amount of the annual rent paid by Tenant for the immediately preceding calendar year (unless such Taking occurs in the first Lease year, in which case the rent paid by Tenant up to such Taking shall be annualized for purposes of this paragraph) and multiplying it by the number of years remaining in this Lease. The purchase price for any and all Improvements shall be arrived at by the Landlord securing an appraisal, and the amount of any grant given to the Tenant by the Landlord deducted from the amount of the appraisal. The remaining amount from the appraised value shall serve as the purchase price; and should, for any reason, the Tenant disagree with the value attributed by the appraisal for any and all Improvements, then the Landlord shall secure three (3) separate appraisals, and the median appraisal (the middle, not the average amount of the three (3) appraisals) shall set the initial value for the Improvements on or about the Premises, and the amount of any grant given to the Tenant by the Landlord shall be deducted from the initial appraised value to establish the purchase price for the Improvements on the Premises.

Appendix E

ARTICLE 27
FORCE MAJEURE

27.01 The Force Majeure definition and general provisions can be found in Article 40, Force Majeure, of the Master Developer Agreement.

ARTICLE 28
WAIVER

28.01 If, under the provisions hereof, Landlord or Tenant shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of Landlord's or Tenant's rights hereunder, unless expressly stated in such settlement agreement. No waiver by Landlord or Tenant of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both Parties. No waiver by Landlord or Tenant of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by Tenant or receipt by Landlord of lesser amount than the monthly installments of rent or additional rent shall be deemed to be other than on account of the earliest amount of rent due and owing to the Landlord; and likewise neither shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to Landlord be deemed an accord and satisfaction, and the Landlord may accept such check or payment without prejudice to or waiver of Landlord's right to recover the balance of such rent or other amount owed, or to pursue any other remedy provided in this Lease or at law. Further, any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to Landlord may not be deemed to limit or restrict the Landlord in any manner whatsoever, and such endorsement or

statement shall have no effect whatsoever, and shall be deemed to have never been written at all. No reentry by Landlord and no acceptance by Landlord of keys from Tenant shall be considered an acceptance of a surrender of this Lease.

ARTICLE 29
DEFAULT OF TENANT AND REMEDIES

29.01 Event of Default. Consistent with and in addition to Article 21, Termination, and subject to the cure period in Section 29.02, if Tenant fails to comply with the terms and/or condition of this Lease (other than a default involving the payment of rent, or a default resulting in automatic termination of this Lease), and if such violation or failure continues for a period of thirty (30) days after written notice thereof to Tenant by Landlord, then Landlord may proceed with any remedy available at law or in equity in the State of Florida, or by such other proceedings, including re-entry and possession, as may be applicable.

29.02 Curing Period. Should Tenant elect or fail to perform or observe any covenant or condition of this Lease (other than a default involving the payment of rent, or a default resulting in automatic termination of this Lease), which default has not been cured within thirty (30) days after the written notice thereof by Landlord, unless such default is of such nature that it cannot be cured within such thirty (30) day period, in which case no event of default shall occur so long as Tenant shall commence the curing of the default within such thirty (30) day period and shall thereafter diligently prosecute the curing of same, and/or such remedy for any such default is not otherwise addressed in this Lease, then the Landlord shall be permitted to terminate this Lease, and immediately take possession of the Premises.

29.03 Abandonment. Should Tenant fail to occupy, or vacate or abandon the Premises at any time during the term of this Lease, Landlord shall be permitted to immediately

take possession of the Premises. It shall be the Landlord's reasonable determination as to whether or not the Tenant has either failed to occupy, or vacated or abandon the Premises. This Section does not prohibit or limit Tenant's right to maintain, repair, or replace any portion of the Improvements in the ordinary course of the Permitted Use, even if such maintenance, repair, or replacement requires the temporary ceasing of business operations on the Premises.

29.04 Failure to Cure. Upon any default, and after the expiration of any cure period, Landlord may, in accordance with any lawful process, enter the Premises and take possession of any and all goods, inventory, equipment, fixtures and all other personal property of Tenant situated in the Premises without liability for trespass or conversion, and may sell or otherwise dispose of any and all such property after thirty (30) day notice to Tenant, which notice shall constitute reasonable and sufficient notice (so long as such property is valued by the Landlord at more than five thousand dollars ($5,000), otherwise, such property shall be considered abandoned by the Tenant, and Landlord shall have no obligation to either store, maintain, sell or otherwise dispose of the property). The proceeds of any such sale or disposition shall be applied first to the payment of all costs and expenses of conducting the sale and/or caring for and/or storing said property, including reasonable attorneys' fees, and any costs incurred by the Landlord to restore the Premises to good condition; second, toward the payment of any indebtedness, including (without limitation) indebtedness for rent, which may be due or become due to Landlord; and third, to pay Tenant any surplus remaining after all indebtedness of Tenant to Landlord has been fully paid.

29.05 Performance of Obligations. Upon any default, Landlord may perform, on behalf of and at the expense of the Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord shall have given Tenant notice of, the cost of which performance by Landlord, together with interest thereon of 5% per annum, and shall be

immediately payable by Tenant to Landlord. Regardless of whether an event of default shall have occurred, Landlord may also exercise the remedy described in this Section without any notice to Tenant if Landlord, in its good faith judgment, believes it would be injured by failure to take rapid action or if the unperformed obligation by Tenant constitutes an emergency.

29.06 Tenant Liable for Rent and Damages. If this Lease is terminated by Landlord, as permitted herein, Tenant nevertheless shall remain liable for any and all rent and damages which may be due, become due or sustained by Landlord, along with any and all reasonable costs, fees and expenses including, but not limited to, attorneys' fees, costs and expenses incurred by Landlord in pursuit of its remedies hereunder, or in renting the Premises or a portion thereof to others.

29.07 Landlord Entitlement to Sue. In addition to any and all other remedies in law or in equity that Landlord may have against Tenant, Landlord shall be entitled to sue Tenant for all actual damages, costs and expenses arising from Tenant committing an event of default hereunder and to recover all such damages, costs and expenses, including reasonable attorneys' fees at both trial and appellate levels.

29.08 Landlord Default; Tenant Remedies. In the event Landlord defaults or fails to perform any of its obligations under this Lease and such failure continues for sixty (60) days following receipt of written notice thereof from Tenant, then Landlord shall be deemed in default hereunder and Tenant shall thereafter be entitled to seek any remedy available at law or in equity. No event of default shall be deemed to have occurred if the cure for such failure cannot reasonably be completed within sixty (60) days and within such sixty (60) day period Landlord commences to cure such failure and diligently pursues the same to completion thereafter. A default pursuant to this Section shall not include invoices or amounts disputed by the Landlord.

29.09 Cumulative Rights and Remedies. All rights and remedies of the Parties under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided to a Party under applicable law.

ARTICLE 30
ADDITIONAL PROVISIONS

30.01 Non-Discrimination. The nondiscrimination provisions can be found in Article 47, Non-Discrimination, of the Master Developer Agreement.

30.02 No Right to Leasehold Mortgage. Tenant will not obtain a leasehold mortgage with respect to the Premises. Accordingly, this Lease does not convey any rights to the Tenant to do so. Should a leasehold mortgage become necessary and the terms and conditions of which can be agreed upon by the Parties, such terms and conditions may be added to this Lease by written amendment executed by both Parties.

30.03 Emergency/Hurricane Preparedness. The Tenant shall follow the Landlord's emergency evacuation and hurricane plan and its emergency evacuation and hurricane plan as submitted to, and approved by, Landlord which shall not be in conflict with the Landlord's emergency plans.

30.04 Conflict of Interest. The conflict of interest provisions can be found in Article 48, Conflict of Interest, of the Master Developer Agreement.

30.05 Inspector General Reviews: Pursuant to Miami-Dade County Administrative Order 3-20, the Landlord has the right to retain the services of an Independent Private Sector

Inspector General (hereinafter "IPSIG"), whenever the Landlord deems it appropriate to do so. Upon written notice from the Landlord, the Tenant shall make available to the IPSIG retained by the Landlord, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The Landlord shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Tenant's prices and any changes thereto approved by the Landlord, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Tenant, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the Landlord to conduct an audit or investigate the operations, activities and performance of the Tenant in connection with this Agreement. The terms of this Article shall not impose any liability on the Landlord by the Tenant or any third party.

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the Landlord from progress payments to the Tenant. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to this Lease as it does not apply to contracts which may be federally or state funded where federal or state law or regulations preclude such a charge or to lease agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Miami-Dade County contracts including, but not limited to, those contracts

specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed Miami-Dade County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to a contract. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Tenant, its officers, agents and employees, lobbyists, Miami-Dade County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Tenant from the Inspector General or IPSIG retained by the Inspector General, the Tenant shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Tenant's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

30.06 Governing Law and Venue. The governing law provisions and applicable venue shall be pursuant to Article 51, Governing Law, of the Master Developer Agreement.

30.07 Limiting Legislative or Judicial Action. In the event that any municipal, county, state, or federal body of competent jurisdiction passes any law, ordinance, or regulation in any way materially restricting or prohibiting the use of the Premises for the purposes of this Lease, this Lease will be null and void and unenforceable by any Party to this Lease and the Landlord shall have no further liability under this Lease. In the event that a referendum vote of the electorate of Miami-Dade County in any way restricts or prohibits the use of the Premises for the purposes of this Lease, this Lease will be null and void and unenforceable by any Party to this Lease and the Landlord shall have no further liability under this Lease. If the Landlord deems the Lease null and void by function of this Article, the Landlord will not be liable to the Tenant for damages arising there from and the Landlord shall have no further liability under this Lease.

30.8 Survival. The survival provisions can be found in Article 57, Survival, of the Master Developer Agreement.

30.9 Governmental Requirements. Tenant shall comply with all applicable statutes, ordinances, rules, orders, regulations and requirements of federal, state, county or municipal governments. Tenant shall, upon request, provide proof of compliance with all applicable required licenses, permits and other legal requirement. Tenant shall comply with the following Federal Transit Administration (FTA) requirements:

- Compliance with 49 C.F.R. 26.7 binding the lessee or transferee not to discriminate based on race, color, national origin or sex;
- 49 C.F.R. 27.7 and 49 C.F.R. 27.9 (b) and 37 binding the lessee not to discriminate based on disability and binding the same to compliance with the Americans with Disabilities Act with regard to any improvements constructed;
- Language contained in FTA Master Agreement, and as updated periodically, particularly relating to conflicts of interest, debarment and suspension;
- Continuing control of the property by the Landlord;
- Continued unobstructed public access to the system; and
- Non-interference with Landlord operations (which may include the need to sequence the fueling of public clients to avoid interference).

Appendix E

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease, with the intent for it to be legally binding, as of the day and year first above written.

Landlord:

MIAMI-DADE COUNTY

a political subdivision of the State of Florida

_____
Witness/Attest:

_____
Witness/Attest:

By: _____

Name: _____

Title: _____

Date signed: _____

Approved as to form
and legal sufficiency

_____
Assistant County Attorney

Tenant:

TRILLIUM TRANSPORTATION FUELS, LLC

_____
Witness/Attest:

_____
Witness/Attest:

By: _____

Name: _____

Title: _____

Date signed: _____

Attachment 1

Central Location – Miami, FL
Miami-Dade Transit
Compressed Natural Gas Facility
CNG Public Access Station
Scope of Work
August 10, 2016

Project Description
The Scope of Work includes a list of major equipment and components for the installation of a new public access compressed natural gas (CNG) fueling station. The CNG Public Access Station includes 2 lane public fueling area which will be accessible from NW 32nd Avenue. This will be separated from the transit bus base by a concrete masonry unit (CMU) wall for security.

Project Location
Central Bus Garage
Miami-Dade Transit
3431 NW 31st St
Miami, FL 33142

Detailed Scope of Work
Compressed Natural Gas Station

1. **Trillium Supplied CNG Equipment**
   A. One (1) Twin Hose Public Dispenser
   B. One (1) Single Hose Public Dispenser
   C. One (1) Public Fuel Management Terminal
   D. One (1) Trillium Public Valve Panel
   E. One (1) Canopy

2. **Structural**
   A. Foundations and underground
      a. Trench for underground electric conduits and gas piping.
      b. Install concrete foundations for fueling canopy area.
   B. Equipment Installation
      a. Install 2 CNG dispensers including dispenser pits.
   C. Canopy
      a. Install public canopy footing foundations for each column, supply and install anchor bolts for each column.
   D. Fencing, CMU Wall & Bollards
      a. Demo the existing concrete wall along 32nd Ave for public fueling area.
      b. Supply and install CMU wall (concrete filled block) and foundation along 32nd Ave along new public driveway. Compact subgrade and install base material below foundation.

3. **Mechanical**
   A. Supply and install tubing, piping and flanges from compressors to dispensers.

4. **Electrical**
    a. Supply and install PVC below grade and RGS above grade conduit. Supply and install cable and seal offs.
    b. Supply and install conduit and cable to canopy lights.
    c. Supply and install ESD buttons on canopy columns.
    d. Supply and install lightning protection system for equipment area and canopy.
    e. Supply and install Avigilon 4k cameras; one for each lane on the public fueling.

5. **Commissioning and completion**
    A. Clean natural gas carbon steel pipe and stainless tube from shavings and debris.
    B. Pressure and leak test pipe and tubing. Provide reports.
    C. Seal all electrical seal offs.
    D. Coordinate with inspectors.
    E. Test systems to verify performance.

6. **List of Drawings**
    A. S-4 PUBLIC STATION SITE LAYOUT
    B. S-5 PUBLIC STATION SITE LAYOUT
    C. S-6 PUBLIC STATION TRUCK PATH

Attachment 1

Attachment 1

TRILLIUM CNG

Making ... Work for You

FL MIAMI
CENTRAL DIVISION
CNG FUELING STATION

PUBLIC STATION
SITE LAYOUT

S-5

Attachment 1

Attachment 2
CNG Public Access Station at Central Bus Depot
Project Budget

Central Avenue - New Bid			OEMs / Specifications
CNG - Public Station	$	881,318	
Engineering	$	31,188	
Internal	$	3,390	
External	$	27,798	
Permitting	$	9,831	
Project Management	$	1,695	
Commissioning & Training	$	1,695	
Public CNG Equipment	$	198,654	
Controls & Networking	$	2,769	Allen-Bradley CompactLogix
(2) Dispensers	$	106,559	Kraus public-duty CNG dispenser, (1) twin- and (1) single-hose: 3500 scfm
(1) Fuel Management Terminal	$	18,899	EJ Ward or equivalent
(1) Valve Panel	$	17,407	Trillium hybrid valve panel
Safety Systems & Cameras	$	8,135	(2) Avigilon HD Pro 4K cameras, Eaton ESD buttons, and 20 lb extinguishers
(1) Canopy	$	44,070	Lane Supply CNG Canopy or equivalent
Valves	$	2,875	SVF 6000 psi, stainless steel, rated for gas service. Models vary
Construction	$	627,489	
Mechanical - Material	$	45,876	
Mechanical - Labor	$	52,771	
Civil - Material	$	150,835	
Civil - Labor	$	109,497	
Electrical - Material	$	18,419	
Electrical - Labor	$	50,245	
Freight	$	10,766	

Attachment 3

BOND REQUIREMENTS

The payment and performance bonds shall have as the surety thereon only such surety company or companies as are acceptable to the Landlord and are authorized to write bonds of such character and amount in accordance with the following qualifications:

(a) All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest (1986 or later) edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,000 to 10,000,000	A VIII
Over 10,000,000	A IX

(b) On construction contract amounts of 500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the Surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;

2. Certifying that the Surety is otherwise in compliance with the Florida Insurance Code; and

3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss.31 U.S.C. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Accepted on Federal Bonds," published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

(c) For construction contract amounts in excess of 500,000 the provision of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on Treasury List.

(d) Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

(e) The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The contract bond must be counter signed by the surety's resident Florida agent.

Florida Statutes 255.05 provides for the following conditions to be made in all Contract Bonds relating to public projects. The same conditions shall be just as applicable for Cash used in lieu of the bond.

> "A claimant, except a laborer, who is not privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection.
>
> A claimant who is not privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.
>
> No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies."

The required bond(s) shall be written by or through and countersigned by a licensed Florida agent of the surety insurer pursuant to Section 624.425 of the Florida Statutes.

In the event the Surety on the bond(s) becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in its State of domicile or the State of Florida ~~suspended or revoked as provided by law, or in the event of cancellation of the required bonds~~ by the Surety, the Tenant shall furnish a replacement bond that meets the requirements herein.

LEASE AGREEMENT

Between

Miami-Dade County

and

Trillium Transportation Fuels, LLC

LEASE OF COUNTY PROPERY FOR THE PURPOSE OF

DEVELOPMENT AND OPERATION OF

A COMPRESSED NATURAL GAS (CNG) PUBLIC ACCESS STATION

AT

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

Coral Way Bus Depot

Miami, FL

Appendix F

THIS LEASE (hereinafter "Lease") is entered into and made effective on this _____ day of _____, 2016 by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter "Landlord"), and Trillium Transportation Fuels, LLC, a limited liability company organized and existing under the laws of the State of Delaware (hereinafter "Tenant"); also, "Party/Parties"

RECITALS

WHEREAS, the Landlord is the owner of certain real property, consisting of a parcel of land located at 2775 SW 74th Avenue, in Unincorporated Miami-Dade County, Florida (Folio No: 30-4014-010-0020); and

WHEREAS, the Landlord is willing to lease the aforementioned land to the Tenant; and

WHEREAS, the Tenant is desirous of entering into a lease with the Landlord for the use and future development of the property; and

WHEREAS, the Landlord is willing, and has agreed to enter into a lease with the Tenant for a term of ten (10) years, with options to renew; and

WHEREAS, the Tenant shall develop the property as a CNG Public Access Station (as described herein), make the CNG Public Access Station open and available to the public, and comply with all of the terms and conditions of this Lease in a timely manner; and

WHEREAS, the Miami-Dade Board of County Commissioners, by Resolution, R- _____, has determined that it is in the best interest of the Landlord to lease the property to the Tenant; and

WHEREAS, the Landlord and Tenant have entered into a Master Developer Agreement, for the purposes of establishing a Compressed Natural Gas ("CNG") Program in Miami-Dade County for the Department of Transportation and Public Works, of which this Lease, is a part of such Master Developer Agreement specifically as Appendix F and a Sub-Agreement thereto. This Agreement is subject to all of the provisions of the Master Developer Agreement, as applicable.

WHEREAS, as part of the CNG Program for Miami-Dade Department of Transportation and Public Works, the Tenant will construct and operate a CNG Public Access Station at the leased Premises in substantially the format described in Attachment 1, CNG Public Access Station Scope of Work and Site Drawings, and the budget in Attachment 2, CNG Public Access Station Project Budget, both attached hereto.

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

WITNESSETH:

The Landlord, for and in consideration of the restrictions and covenants herein contained, hereby leases to Tenant, and Tenant hereby agrees to lease from Landlord, the property described below, and does so in accordance with the terms and conditions of this Lease as described herein.

ARTICLE 1
INCORPORATION OF RECITALS AND GENERAL PROVISIONS

1.01 Recitals. The Parties hereto agree that the foregoing recitals are true and correct, and are incorporated herein by reference. This Lease contains the entire agreement between the Parties hereto and all previous negotiations leading thereto, and it may be modified only by a written instrument executed by the Parties and corresponding resolution approved by the Miami-Dade Board of County Commissioners.

1.02 Signatories. Each signatory of this Lease represents hereby that he or she has the authority to execute, bind and deliver the same on behalf of the Party hereto for which such signatory is acting.

1.03 Negotiations. Each Party has participated fully in the negotiation and preparation of this Lease with full benefit of counsel. This Lease was negotiated and drafted at arms-length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Lease. Accordingly, this Lease shall not be more strictly construed against either Party.

1.04 Severability. If any provision of this Lease or the application thereof to any person, entity, or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, and the application of such provisions to such persons, entities, or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue to be valid, and be enforceable to the fullest extent permitted by law.

1.05 Captions. The article headings and captions of this Lease are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Lease, nor in any way affect this Lease.

1.06 Holidays. It is hereby agreed and declared that whenever the day upon which a payment is due, or any obligation to be performed, falls on a day which is a legal holiday for Landlord, or on a Saturday or Sunday, then such payment date or due date shall be postponed to the next following business day. Any mention in this Lease of a period of days for performance shall mean calendar days, unless otherwise described in the Lease.

1.07 Attachments. The following attachments are incorporated herein and shall be treated as a part of this Lease.

Attachment 1 – CNG Public Access Station Scope of Work and Site Drawings

Attachment 2 – CNG Public Access Station Project Budget

Attachment 3 – Bond Requirements

1.08 Brokers. Landlord and Tenant hereby represent and agree that no real estate broker, agent, or other person, or entity is entitled to claim a commission as a result of the execution and delivery of this Lease.

1.09 Multiple Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single instrument.

ARTICLE 2
DEFINITIONS

Appendix F

1. The words "CNG Public Access Station" means the CNG fueling station to be owned, constructed, operated and maintained by Tenant at the Premises to make CNG available to the public.

2. The words "Commencement Date" shall mean the date that this Lease takes effect and is legally binding upon the Parties. The Commencement Date shall be twelve (12) months after the effective date of the Master Developer Agreement. After the Commencement Date, the Department of Transportation and Public Works will issue a Notice to Proceed once the insurance requirement, and any other requirement prior to taking possession listed herein, is complied with. As of Notice to Proceed, the Tenant is authorized to take possession of the Premises, defined below. The Notice to Proceed shall be memorialized by the Landlord in a written notice to the Tenant.

3. The words "Development Concept" shall mean and refer to the overall site plan, elevations, space plans, configuration of Improvements, as defined below, along with a program summary as articulated for by the Project, as defined below, which will be presented by the Tenant, for the Landlord's approval. The Tenant shall present the proposed Development Concept to the Landlord, specifically the Director of the Department of Transportation and Public Works, for initial review and a final version for the Landlord's approval, all in accordance with Section 6.02. The Landlord shall have the sole and absolute right to approve or reject any Development Concept proposed by the Tenant, including, but not limited to, any portion thereof.

4. The words "Expiration Date" shall mean the date the Lease expires pursuant to Article 4, below, including consideration of any renewal or extension periods exercised.

5. The term "GGE" shall mean gasoline gallon equivalent and is the amount of CNG Fuel it takes to equal the energy content of one US gallon of gasoline and is equal to 125,000 BTU (British thermal units) for the purposes of this Agreement.

6. The word "Improvements" shall mean any and all infrastructure, hardscaping, landscaping, new structures to be built, facilities, or amenities, and any and all related installations, fixtures, equipment, utilities, site work, and other improvements existing or to be developed on or about the Premises.

7. The words "Plans and Specifications" shall mean the plans and specifications for all the work in connection with the construction and build-out of a new facility shown in the Development Concept, and shall include any changes, additions or modifications thereof, provided the same are approved as provided for by the Landlord herein.

8. The word "Premises" shall mean the property, specifically the land, as further described in Article 3 hereof, being leased by the Landlord to the Tenant for the Permitted Use, as described in this Lease. See site drawings shown in "Attachment 1."

9. The word "Project" shall mean the demolition of any existing structures, and the construction of a new facility on the Premises which shall be a CNG Public Access Station, along with any and all other Improvements, consistent with this Lease, on or about the Premises.

10. The word "Therm" means a unit of heat equal to 100,000 BTU (British thermal units) for the purposes of this Agreement.

ARTICLE 3

Appendix F

DESCRIPTION OF PREMISES

3.01 Landlord hereby leases the Premises to Tenant, together with the right to allow Tenant's customers, invitees, licensees and other members of the public at large to access and purchase CNG Fuel from the Premises, and Tenant hereby rents the Premises from Landlord, subject to the terms, covenants, conditions and provisions of this Lease.

3.02 Premises. A property comprised of a parcel of land, located within the property described below, and depicted in "Attachment 1."

Folio Number:	30-4014-010-0020
Property Address:	2775 SW 74th Avenue, Miami, FL
Description:	Unincorporated Miami-Dade County Utilities Center PB 50-91 A/K/A Coral Way Bus Depot

3.03 Landlord and Tenant agree that the square footage of the Premises is approximately _____ square feet, and further that the square footage of the Premises is only an approximation of size, as the Premises has not been duly measured by the Landlord. Moreover, the Tenant, has visited the Premises first-hand, and therefore is fully aware of the size of the Premises, and has determined that the Premises is of sufficient size for its intended purpose(s).

ARTICLE 4
TERM

4.01 Term. The term of this Lease shall begin on the Commencement Date and shall expire on the Tenth (10th) anniversary of the Commencement Date, with or without notice to the Tenant.

4.02 Option to Renew. The Landlord may exercise the option to renew this Lease for

two (2) additional five-year periods, so long as the Master Developer Agreement is in effect. Notwithstanding the Landlord's right to renew, the Landlord will not renew this Lease if the Tenant provides 90-day written notice to the Landlord before the end of the then current term that the CNG Public Access Station has not been, or will not continue to be, a financially viable project for the Tenant with evidence of the Tenant's loss of revenue or projected loss of revenue while utilizing sound business practices.

4.03 Option to Extend. The Landlord reserves the right to exercise its option to extend this Lease for up to one hundred and eighty (180) days beyond the current Lease period and will notify the Tenant in writing of this extension. This Lease may be extended beyond the initial one hundred and eighty (180) day extension by mutual agreement between the Landlord and the Tenant, upon approval by the Board of County Commissioners.

4.04 Premises Development. The Landlord and Tenant hereby acknowledge and agree that the Lease term of ten (10) years was mutually and agreed upon based the Tenant's requirement to develop the Premises by demolishing any structure, and constructing a new CNG Public Access Station on the Premises. Since the Tenant's requirement to construct a new CNG Public Access Station would result in the actual construction commencing within eighteen (18) months of the Commencement Date, and the construction being completed within twenty-four (24) months of the Commencement Date, such will result in the Tenant being able to occupy the Premises, in the proposed new facility to allow adequate time for financing of Improvements.

4.05 Intent to Vacate. The Tenant shall provide the Landlord with notice of its intent to vacate the Premises at least one hundred eighty (180) days prior to the Expiration Date. However, should the Tenant fail, for any reason whatsoever, to notify the Landlord of its intention to vacate the Premises on or before the Expiration Date, this Lease shall still expire on

the Expiration Date, without the necessity of any notice from either the Landlord or the Tenant to terminate the same. Further, Tenant hereby waives notice to vacate or quit the Premises and agrees that Landlord shall be entitled the benefit of all provisions of law respecting the summary recovery of possession of the Premises from a Tenant holding over to the same extent as if statutory notice had been given.

4.06 Month-to-Month Tenancy. If Tenant shall be in possession of the Premises after the Expiration Date or termination of this Lease, in the absence of any written agreement extending the term hereof, the tenancy under this Lease shall become one of month-to-month, terminable by either Party on thirty (30) days prior written notice. Such month-to-month tenancy shall be subject to all of the covenants, conditions, provisions, restrictions and obligations of this Lease and shall be subject to rental payments based upon the terms and conditions found in Article 5, below. In addition, the Tenant shall be liable to the Landlord for any and all damages which Landlord shall suffer as a result of such holdover and Tenant will indemnify Landlord against all reasonable claims and demands made by any succeeding tenants and/or developers against Landlord founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant and/or developer caused by or resulting from Tenant's holdover. During such holdover, the Monthly Minimum Rent may be increased, at the Landlord's option, to the then current market rent rate of this Lease (i.e., the rental rate that the Landlord proves it could obtain if the Landlord elected to rent the Premises to a third party, which assessment contemplates an arms' length transaction, whichever is higher). The Landlord may use an independent MAI appraiser with at least ten (10) years' experience in the Miami, FL real estate market who appraises the Premises in its then current condition, including the value of all Improvements which have been constructed thereon, and taking into consideration the current use of the Premises and all the terms, conditions, and rental obligations under this Lease, to appraise the Premises to determine the increased Monthly Minimum Rent.

4.07 Limitation of Term. Notwithstanding and prevailing over anything to the contrary in this Lease, should the Tenant fail to timely meet any or all of the milestones listed in Section 6.02, such failure shall be an event of default and this Lease may be terminated by the Landlord, and, if terminated, the Tenant shall immediately vacate the Premises.

ARTICLE 5
RENT

5.01 Monthly Minimum Rent - Market Rate. Tenant covenants and agrees to pay to Landlord as Monthly Minimum Rent the rental rate of forty-two thousand dollars ($42,000) per year payable in installments of three thousand five hundred dollars ($3,500) per month, commencing on the Commencement Date through the first year of the Lease term. Thereafter, the Monthly Minimum Rent shall increase per Section 5.03. Tenant shall pay to the Landlord the Monthly Minimum Rent on or before the 1st day of each month.

5.02 Monthly Royalty Rent. Tenant covenants and agrees to pay to Landlord as Monthly Royalty Rent the rental rate of thirty-nine cents ($0.39) per GGE of CNG Fuel Sold at the Public Access Station (not including any CNG Fuel sold to the Landlord or approved County Affiliates) during the month minus the amount of Monthly Minimum Rent already paid by the Tenant for that month. Accordingly, the Landlord will only receive Monthly Royalty Rent for months in which the preceding calculation of the amount due per GGE exceeds the amount of Monthly Minimum Rent paid for that month. Tenant shall pay to the Landlord the Monthly Royalty Rent within 10 days following the end of each month commencing on the Commencement Date through the first year of the Lease term. Thereafter, the Monthly Royalty Rent rate shall increase per Section 5.03. Additionally, after the initial 10-year term of this Lease, the Monthly Royalty Rent rate shall increase to sixty cents ($0.60) per GGE of CNG Fuel Sold at the Public Access Station during the month and shall be subject to the rate increase for

each year thereafter per Section 5.03.

5.03 Rental Rate Adjustments. On every annual anniversary of the Commencement Date, the Monthly Minimum Rent and Monthly Royalty Rent shall be increased by the corresponding increase to the Consumer Price Index (CPI), if any. The first CPI increase shall be calculated using the percent change from the first published month as of the Commencement Date of this Lease until the most recent published month as of the Lease anniversary date. Thereafter, each subsequent CPI increase shall be calculated from the last month used to the most recent published month as of the current Lease anniversary date. Each new increased rental rate shall be calculated as the then current applicable rental rate plus the product of the then current applicable rental rate multiplied by the percent change.

5.04 Rental Payments. Tenant shall pay rental amounts to Department of Transportation and Public Works, 701 NW 1st Court, 17th Floor, Miami, FL 33136, or at such other place and to such other person as Landlord may from time to time designate in writing, as set forth herein.

5.05 Sales Tax. The Tenant shall be liable for the prevailing State of Florida Sales and Use Tax imposed on rent (currently at the rate of 7.0%) on any rent amounts payable to the Landlord under this Agreement. This Sales and Use Tax shall be payable to the Landlord, when the applicable rent is due, which in turn will remit same, less authorized handling deductions, to the State. Said tax is applicable to Monthly Rents unless otherwise determined by the State of Florida.

5.06 Additional Taxes. If at any time during the term of this Lease or any renewal thereof, under the laws of the State of Florida, or any political subdivision thereof, a tax, charge,

capital levy, or excise on rents, or other tax (except income tax) however described shall be levied or assessed in Miami-Dade County or Special Taxing district or said political subdivision against the Landlord on account of any rent payable herein, such tax, charge, capital levy, or excise on rents or other taxes shall be deemed to constitute real estate taxes on the Premises for the purposes of this Article. It is the responsibility of the Tenant to determine any and all tax consequences which may arise due to placing the Project on County-owned land. The Landlord makes no representations or warranties as to the availability of any exemption or tax benefit, or to the Tenant's ability to receive any such exemption or benefit.

5.07 CNG Fuel Sold. "CNG Fuel Sold" means all sales of CNG fuel by Tenant, concessionaires of Tenant and any subtenant of Tenant, sold in, upon or from the Premises, including such sales as shall in good faith be credited by Tenant, its concessionaires, and subtenants in the regular course of its or their business to personnel employed at the time of sale at the Premises, including also mail, email and telephone orders received at the Premises; but shall not be deemed to mean or include amounts credited by Tenant or its concessionaires or subtenants for returned product or sales, excise and similar taxes or any sales to the Landlord. Sales shall be deemed to have been made when CNG fuel has been dispensed or when charged against the purchaser on the books of Tenant, or its concessionaires or subtenants, whichever of such events shall first occur.

5.08 Tenant's Certification of CNG Fuel Sold. Tenant shall submit to Landlord, along with each month's Monthly Royalty Rent a written report, signed by Tenant and certified by it to be true and correct, showing the amount of CNG Fuel Sold during the preceding calendar month, in GGE and converted to Therms, along with a copy of the Sales and Use Tax Return filed with The Florida Department of Revenue. Tenant shall submit to Landlord on or before the

nineticth (90th) day following the end of each Lease Year an Annual Written Report, signed by an appropriate financial officer or manager of the Tenant and certified by it to be true and correct, setting forth the amount of CNG Fuel Sold during the preceding Lease Year. The statement referred to herein shall be in such form and style and contain such details and breakdowns as Landlord may reasonably determine or require.

5.09 Examination of Tenant's Books and Records. Such books and records as are necessary to determine the amount of any Monthly Royalty Rent payable to Landlord shall be subject to examination by Landlord or its authorized representatives at reasonable times during Tenant's business hours and upon reasonable prior notice, at Landlord's expense and in such manner as not to interfere unreasonably with the conduct of Tenant's business. All information obtained by Landlord or its authorized representatives from Tenant's books and records are subject to the requirements of Florida Public Records Act.

5.10 Tenant's Sales Records. For the purpose of computing and verifying the Monthly Royalty Rent due hereunder, Tenant shall prepare and keep, for a period of not less than three (3) years following the end of each Lease Year, adequate books and records, including but not limited to those relating to inventories, purchases, and receipts of merchandise, and all sales and other pertinent transactions by Tenant. Tenant shall record at the time of sale each receipt from sales or other transactions, whether for cash or on credit, having a cumulative total. Tenant shall keep, for at least three (3) years following the end of each Lease Year, all pertinent original sales records, which records shall include, to the extent that each would apply to the Tenant's sale transactions (i) register tapes; (ii) serially-numbered sales slips; (iii) mail order; (iv) telephone orders; (v) settlement report sheets of transactions with subtenants, concessionaires, and licensees; (vi) records showing that merchandise returned by customers was purchased by such customers; (vii) receipts or other records of merchandise taken out on approval; (viii)

income and sales tax returns; (ix) refunds and voided transactions; and (x) such other records which would normally be examined and required to be kept by an independent accountant pursuant to generally accepted auditing standard in performing an audit of Tenant's Gross Receipts. The acceptance by Landlord of payments of Monthly Royalty Rent or reports thereon shall be without prejudice and shall in no case constitute a waiver of Landlord's right to examination of Tenant's books and records of its CNG Fuel Sold and inventories of merchandise.

5.11 Audit of Tenant's Business Affairs and Records. Landlord shall have the right to cause, upon five (5) days written notice to Tenant, a complete audit to be made by a designated external auditing firm or other certified public accounting firm selected by the Landlord (provided that any such external firm is not paid on a contingency basis), or the Internal Auditing Department of the Landlord. Tenant shall make all such records available for said examination at the Premises or at some other mutually agreeable location (consistent with the provisions of Section 5.09). If the result of such audit shall show that Tenant's reports of CNG Fuel Sold for any period has been understated, Tenant shall pay Landlord the amount due. If such understatement is three percent (3%) or more, Tenant shall pay Landlord the cost of such audit in addition to any deficiency payment required, all of which shall be collectible hereunder as rent. If the result of such audit shall show that Tenant's reports of CNG Fuel Sold for any period has been overstated, Landlord shall credit Tenant the overpayment amount on the next due installment of the Monthly Royalty Rent, or in the case when no Monthly Royalty Rent is due that month than the next due installment of the Monthly Minimum Rent. A report of the findings of said accountant shall be binding and conclusive upon Landlord and Tenant. The furnishing by Tenant of any grossly inaccurate statement shall constitute a breach of this Lease. Any information obtained by Landlord as a result of such audit shall be held in strict confidence by Landlord except in any proceeding or action to collect the cost of such audit or deficiency, or except in connection with any mortgage or assignment of this Lease for financing purposes, or to

the extent that disclosure is required by law.

5.12 Default. If Tenant fails to record, maintain, or make available sales supporting documentation as specified above, then Tenant shall be deemed to be in default under Article 29, below.

5.13 Late Payment Charge. In the event that the Tenant fails to make any payments, as required to be paid under the provisions of this Lease, within ten (10) days of the due date, a late payment charge of $100.00 per month for each late payment due to the Landlord shall be assessed from the original due date until the Landlord actually receives payment. The right of the Landlord to require payment of such late payment charge and the obligation of the Tenant to pay same shall be in addition to and not in lieu of the rights of the Landlord to enforce other provisions herein, including termination of this Lease, or to pursue other remedies provided by law.

5.14 Application of Payment. Payments are applied to any unpaid balance in the following manner. Any accrued late fees are first deducted from the payment. The remaining payment balance is then applied proportionately to any rent amounts due, including the associated sales and use taxes. Any remaining balance in the payment will be applied to any other balance due.

5.15 Worthless Check or Draft. In the event that the Tenant delivers a dishonored check or draft to the Landlord in payment of any obligation arising under this Lease, the Tenant shall incur and pay a service charge, pursuant to Florida Statutes (F.S. 1995, 832.07) of twenty-five dollars ($25.00), if the face value does not exceed fifty dollars ($50.00); thirty dollars ($30.00), if the face value exceeds fifty dollars ($50.00) but does not exceed three hundred

dollars ($300.00); forty dollars ($40.00), if the face value exceeds three hundred dollars ($300.00); or an amount of up to or five percent (5%) of the face amount of the check, whichever is greater. For each such dishonored check, such payment shall be made not more than five (5) days from advice of such default. Further, in such event, the Landlord may require that future payments required pursuant to this Lease be made by cashier's check or other means acceptable to the Landlord. A second such occurrence of dishonored check during the Lease term may constitute a breach of contract and, at the Landlord's option, would constitute a default allowing termination.

5.16 Payment to Landlord for Natural Gas. Should the Landlord choose the option to purchase the natural gas from another vendor pursuant to Appendix G of the Master Developer Agreement, the Landlord will invoice the Tenant the price for the natural gas as indicated on the natural gas provider's bill to Landlord, plus any taxes as applicable, for the amount of the natural gas sold as CNG fuel at the Premises. Such invoices shall include supporting documentation as Tenant may reasonably require. The amount sold will be determined by the monthly recorded sales report of CNG Fuel Sold, in GGE or other mutually acceptable measurement, provided by Tenant to Landlord. The amount due for the natural gas as described herein shall be paid by the Tenant to the Landlord monthly within thirty (30) days of each invoice date.

ARTICLE 6
PERMITTED USE OF PREMISES

6.01 Use. Tenant shall demolish any existing structures on the Premises, and construct a CNG Public Access Station. The CNG Public Access Station shall, at minimum, consist of a venue providing CNG fuel and associated services for public access usage. The Tenant is strictly limited in its use of the Premises, and shall only utilize the Premises to provide CNG as further detailed herein ("Permitted Use"). Upon completion of construction of the CNG Public Access Station, the Tenant will continuously use the Premises for the Permitted Use, and

for no other purpose whatsoever. No changes in the Permitted Use of the Premises is authorized without the expressed prior written permission of the Landlord.

6.02 Document to Landlord. The Tenant shall provide:

A) Within six (6) months of the Commencement Date, the Tenant, at its sole cost and expense, shall provide the Landlord with all of the following:

1) A copy of a Phase 1 environmental site assessment of the Premises, performed by an environmental engineering firm, licensed to perform such work in the State of Florida; and

2) A letter from Tenant's attorney, or from the applicable department of Miami-Dade County, stating that the Premises is properly zoned for the construction of the Improvements, consistent with the approved Development Concept, or that the necessary variance, zoning change, or waiver is expected. The Landlord, solely in its capacity and limited role as a Landlord, at Tenant's sole cost and expense, will reasonably cooperate in any necessary zoning modification, waiver, or variance to the extent that its participation is necessary; and

3) A copy of a survey of the Premises, performed by a licensed surveyor, licensed to perform such work in the State of Florida; and

4) A copy of a title search for the Premises, by a properly licensed and bonded title company, authorized to perform such work in the State of Florida.

B) Within nine (9) months of the Commencement Date, the Tenant, at its sole cost and expense, shall provide the Landlord with all of the following:

1) A proposed Development Concept for the Landlord to review and approve. At this stage, the proposed Development Concept can be in preliminary/draft form, with only a sketch, and rough outline of what is proposed for the Premises; and

2) A copy of the relevant sections of the agreement between the Tenant and a company to perform the requisite architectural and engineering studies to construct the Improvements on the Premises to best complete the objectives of the Project, for the Landlord to verify that such agreement complies with the express requirements of this Agreement; and

3) A copy of an application, including any and all necessary documentation to complete the application to re-zone the Premises, if necessary, to secure the proper zoning for the Premises (all of which shall be done at Tenant's sole cost and

expense). The Landlord agrees to reasonably cooperate with the Tenant in connection with the applications for the re-zoning of the Premises or to the variance from the current zoning for the Premises. The County Mayor, or the Mayor's designee, shall, following written request from the Tenant, execute any documents that may be reasonably requested by Tenant or the governmental agency/entity to accomplish the purposes of this paragraph (if the Landlord's written consent, as owner of the Premises, is necessary or requested).

C) Within twelve (12) months of the Commencement Date, the Tenant, at its sole cost and expense, shall provide the Landlord with all of the following:

1) A final Development Concept for the Landlord to review and approve; and

2) A copy of preliminary, fifty (50%) percent, construction drawings, which shall have been prepared by an architect licensed to perform such work in the State of Florida; for construction of the Improvements on the Premises, in accordance with current building and zoning codes of Miami-Dade County; and

3) A copy of an estimated final budget for the entire construction of the Project, which should be similar to the budget and amount in Attachment 2; and

4) A copy of all environmental applications and permits from the Miami-Dade County Regulatory and Economic Resources department or its successor; and

5) A copy of any revised environmental test results.

D) Within fifteen (15) months of the Commencement Date, the Tenant, at its sole cost and expense, shall provide the Landlord with all of the following:

1) A copy of the relevant sections of the executed contract with the general contractor for the Project, for the Landlord to verify that such agreement complies with the express requirements of this Agreement; and

2) A copy of the complete and final budget for the entire Project, which should be similar to the budget and amount in Attachment 2; and

3) A copy of the completed architectural drawings, along with completed building department applications and permits that have been received; and

4) Evidence that Tenant has properly secured sufficient financing to complete the entire Project; and

5) A copy of any and all other permits, approvals and/or licenses necessary, from the appropriate jurisdiction, agency and/or authority, in order to commence construction.

Along with a copy of any and all permit(s), license(s), and/or approval(s) necessary for the Tenant to demolish any existing structure on the Premises.

E) Within eighteen (18) months of the Commencement Date, the Tenant, at its sole cost and expense, shall provide the Landlord with all of the following:

1) Evidence that the existing structure on the Premises is completely demolished, and

2) Evidence of the Notice of Commencement of Construction.

6.03 Landlord Permission for Construction. Tenant agrees that it shall not begin actual construction of the Project without receiving the Landlord's prior written permission, which shall not be unreasonably withheld, conditioned, or delayed, but shall be based on the Tenant having timely completed all of the requirements listed above in Section 6.02, and having secured a building permit from the applicable building department, along with any and all other necessary permit(s) and license(s). The Tenant is required to deliver a copy of such building permit, along with any and all other necessary permit(s) and license(s), to the Landlord, specifically the Director of the Department of Transportation and Public Works, prior to commencing any construction on the Premises. The Tenant will also provide the Landlord with a letter certifying that it has timely completed all of the needed requirements to meet the terms and conditions of the milestones, and inform the Landlord of the date that it anticipates to break ground for the Project.

6.04 Failure to Meet Milestones. Tenant acknowledges and agrees that it is the Tenant's sole responsibility to timely meet all of the milestones mentioned above, and that it will timely comply with all of the requirements in Section 6.02, and that failure to do so shall be an event of default, and in such event Landlord may immediately and automatically terminate this Lease and thereafter this Lease shall become null and void, and any and all Improvements on or to the Premises shall become the sole property of the Landlord, without cost or expense to the Landlord.

ARTICLE 7
CONDITION OF PREMISES

7.01 Landlord and Tenant hereby agree that the Landlord hereby leases the Premises to the Tenant in "as is where is" condition, with any and all faults. The Tenant hereby acknowledges and agrees that it has inspected the Premises and accepts the Premises in its current condition, with any and all faults, and understands and agrees that the Landlord does not offer any implied or expressed warranty as to the condition of the Premises, including, but not limited to, environmental conditions, and/or whether it is fit for any particular purpose. The Tenant does not expect the Landlord to make any improvements, repairs, and/or perform any maintenance to the Premises, at any time throughout the term of this Lease.

7.02 Landlord and Tenant agree that the Tenant shall be solely responsible for obtaining, securing and/or maintaining any and all permits and licenses to utilize the Premises, including, but not limited to, construction or building permit(s) and/or license(s), including, but not limited to, making any and all Improvements on or about the Premises. Tenant shall be solely responsible to perform any maintenance, repairs, and/or improvements or about the Premises, as well as for the cost to obtain any type of permit(s) and/or license(s).

7.03 Tenant is solely responsible for securing any necessary or desired land use approvals, zoning regulations, restrictions, rules, laws and ordinances that may be necessary in order for the Tenant to construct, maintain, and/or otherwise to operate the CNG Public Access Station.

7.04 Tenant is solely responsible, at its sole cost and expense, to re-zone, if necessary or desired the Premises, or secure a variance, so that the Premises may be developed in accordance with the Miami-Dade County Code.

7.05 Tenant is solely responsible, at its sole cost and expense, for identifying any easements or other encumbrances on or about the Premises, and determining if any such easements or other encumbrances will interfere with the Tenant's planned use of the Premises as a CNG Public Access Station. If any easements and/or other encumbrances exist on the Premises, it shall be the Tenant's sole responsibility, with the prior written approval of, and reasonable cooperation from, the Landlord, to cause the removal of such easements and other encumbrances at its sole cost and expense, or to design and/or utilize the Project, including the construction of the CNG Public Access Station intended for the Premises, in such a manner as to not disturb or interfere with the easements and/or other encumbrances. In the event any new easements or rights of way required to be granted to third parties are necessary in connection with Tenant's development and operation of the Premises, Landlord, as fee owner of the Premises, shall cooperate with Tenant in granting any such easements or rights of way; provided, however, Landlord shall not be required to incur any expense in connection therewith.

7.06 The Tenant shall not occupy or otherwise utilize any portion of the Premises prior to obtaining all necessary permits and/or licenses for the construction, occupancy, maintenance, and/or operation of a CNG Public Access Station. If for any reason Tenant loses any necessary permit or license, including but not limited to suspension, Tenant shall refrain from such construction, use, occupancy, maintenance, and/or operation until the Tenant has re-secured the appropriate permit(s) and/or license(s) which authorize the construction, use, occupancy, maintenance, and/or operation of the Premises as contemplated by this Lease. Further, Tenant is fully responsible for complying with, at its sole cost and expense, any and all building and fire codes.

7.07 Tenant acknowledges and agrees that the Premises currently consist of a parcel

of land with an existing structure, and hereby accepts full responsibility to undertake any and all environmental assessments on or about the Premises. Further, Tenant shall be solely responsible for any and all testing, remediation, repair, and/or maintenance to the Premises including, but not limited to, addressing any groundwater or soil conditions, structural and foundation problems, and air and noise quality if the circumstances of which in each case are caused during the term of this Lease and by Tenant or its agents, employees, or contractors.

ARTICLE 8
TAXES AND UTILITIES

8.01 The payment of any taxes, fees, impositions, or charges arising from Tenant's use or occupancy of the Premises shall be the sole responsibility of the Tenant. Tenant hereby covenants and agrees to pay, without notice or demand and without set-off, abatement, suspension or deduction, any and all taxes, payments in lieu of taxes, and betterment assessments. Tenant further covenants and agrees to pay without notice or demand and without set-off, abatement, suspension or deduction, all other costs, general and special, ordinary and extraordinary, foreseen and unforeseen, which are due and payable during the term of this Lease, at any time imposed or levied against the Premises and/or Improvements thereon. All such payments shall be made prior to the last date on which the same may become delinquent and be paid without penalty.

8.02 Tenant will furnish to Landlord upon request, proof of payment of all items referred to in Section 8.01, which are payable by Tenant, including, but not limited to the payment of any taxes or payments in lieu thereof.

8.03 If Tenant shall elect to contest the payment of any taxes, Tenant may make such payment under protest, or if postponement of such payment will not jeopardize the Landlord's title or interest in or to the Premises or subject Landlord to the risk of any civil liability or

penalty as determined in the sole and absolute discretion of the Landlord, Tenant may postpone the same to contest the amount of such taxes, but only if such postponement is done in accordance with the then-applicable laws, rules and regulations. If Landlord then so requires, Tenant shall secure the full amount of the taxes levied and the interest and penalties thereon and the costs of the proceedings or suit on the determination of whether the amount of the taxes is appropriate, by causing to be delivered to the Landlord in the form of a bond or other security, in the form reasonably satisfactory to Landlord, which amount Landlord shall hold in its general account during the pendency of the proceedings. Landlord shall return the amount held, without interest, within sixty (60) days of the conclusion of the proceedings, so long as Landlord did not use such sum, or any portion thereof, to pay the taxes, interest or penalty. Tenant agrees to indemnify, defend and save Landlord harmless from and against any and all costs and expenses incurred on account of Tenant's protest and participation in such proceedings and/or as a result of Tenant's failure to timely pay taxes and other related charges with respect to the Premises and/or any structures and/or Improvements thereon. Tenant shall promptly furnish the Landlord with a copy of any notice of all events and actions as they relate to the proceedings and/or suits.

8.04 Utilities. The Tenant shall be solely responsible for the installation and payment for any and all utilities associated with the Premises, including the Improvements. Utilities such as water, electric, sewer, telephone, natural gas, and all other utility charges or invoices for the Premises and/or Improvements thereon must be timely paid by the Tenant. Further, the Tenant hereby agrees that it shall place any and all utilities in its own name, and shall pay for any and all necessary security deposits to commence the utility services. The Tenant shall, if available by a utility company, provide for each utility to be metered and billed separately from the Landlord's operations. If separate metering is not available from a utility, the Tenant shall be allowed to utilize a sub-meter; provided however, that the Tenant shall be responsible, and provide payment to the Landlord, for any costs to the Landlord that such utility arrangements and uses cause. The

Tenant shall pay such amounts monthly within thirty (30) days from receipt of an invoice for same from the Landlord. Alternatively, the Landlord may deduct any amounts owed to the Landlord by the Tenant from the amount to be paid monthly to the Tenant by the Landlord under Appendix G of the Master Developer Agreement.

The Tenant's repayment to the Landlord for natural gas that the Landlord obtained directly from another contractor and not through the Tenant to be compressed and sold by the Tenant at the CNG Public Access Station is provided for in Article 5, above.

The Tenant shall be solely responsible for the cancellation or termination of any and all utilities associated with the Premises at the expiration or termination of this Lease.

ARTICLE 9
CONSTRUCTION OF THE PROJECT AND IMPROVEMENTS

9.01 Tenant, at its sole cost and expense, shall perform any and/or all of the pre-construction work necessary to construct the Project. The construction of the Project is expected to commence no later than the end of eighteen (18) months from the Commencement Date. Commencement of construction is hereby agreed upon and determined to be the cumulative of: 1) issuance of the building permit(s) for a CNG Public Access Station; 2) the commitment for funding for the Project, including any and all Improvements; 3) demolition of any existing structures on the Premises; 4) retention of a general contractor; 5) Issuance of a Notice of Commencement of Construction; and 6) the actual start of the Improvements (beyond the laying of foundation). Further, the Tenant has specifically agreed that construction of the Project will occur over a two (2) to four (4) month period, with the Improvements, in accordance with the Development Concept, being completed no later than the end of the 24th month from the Commencement Date of this Lease, as evidenced by issuance of a temporary certificate of occupancy (or equivalent document in the Landlord's reasonable discretion), subject to delay due

to Force Majeure. Failure to timely construct the CNG Public Access Station in accordance with the terms and conditions of this Lease may result in the termination of this Lease by the Landlord, and possession of the Premises reverting to the Landlord, along with any and all Improvements thereto.

9.02 Tenant is solely responsible to procure any and all construction and related services in strict compliance with any and all local laws, rules and/or requirements.

9.03 Prior to the commencement of construction, the Tenant must deliver all Plans and Specifications and scheduling for any construction, fencing, landscaping, and/or other Improvements, which will all be commenced and completed at Tenant's sole cost and expense, to the Landlord, and specifically to the Director of the Department of Transportation and Public Works, for written approval at least fifteen (15) days before the commencement of any work.

9.04 Upon the Landlord's initial receipt of the Plans and Specifications, as described in Section 9.03, the Landlord shall review the same, and within twenty-one (21) business days after receipt thereof, advise Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval. In the event of disapproval, Tenant shall, within thirty (30) days after the date Tenant receives such disapproval, make those changes necessary to meet the Landlord's stated grounds for disapproval. Upon the Landlord's receipt of the revised Plans and Specifications showing the changes requested by the Landlord, the Landlord shall review the same, and shall, within fifteen (15) days after receipt thereof, advise Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval.

Appendix F

A.) As an alternative to revising the Plans and Specifications upon receipt of the Landlord's disapproval of the initial submission, the Tenant may request reconsideration of such comments, by first describing in detail why it reasonably believes that the Plans and Specifications should not be changed or modified, in which case, within fifteen (15) days of such request for reconsideration, the Landlord shall again advise Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval. If the Landlord continues to disapprove after reconsideration, Tenant shall resubmit revised Plans and Specifications to the Landlord within thirty (30) days after the date Tenant receives such disapproval. Any resubmission shall be subject to review and approval by the Landlord, in accordance with the procedure hereinabove provided for an original submission, until the same shall receive final approval by the Landlord. The Landlord and the Tenant shall attempt to resolve any disputes concerning the Plans and Specifications in an expeditious manner. If the Landlord shall have approved any aspect of the Plans and Specifications in an earlier plan submission, and no portion of the revised Plans and Specifications has affected the earlier-approved aspect, absent extenuating circumstances, the Landlord shall not have the right to disapprove that which it approved earlier, unless it is determined by the Landlord that such Plans and Specifications fail to comply with applicable law.

B.) Following completion of the Plans and Specifications approval process, as described herein above, the Landlord's approved Plans and Specifications for the Project shall be the construction plans for the Project. The Landlord's approval shall be in writing and each Party shall have a set of construction plans signed by all Parties as approved. In the event any material change occurs after approval of the construction plans for the Project, then Tenant must resubmit the changed portion of the construction plans to the Landlord for the Landlord's

reasonable approval (irrespective of whether the change is required by a Miami-Dade County department as part of the permitting process).

9.05 Tenant shall cause all construction to be performed competently and in a good and workmanlike manner by duly qualified and licensed persons and/or entities, using first grade materials, and with as little interference as reasonably practicable to the affairs of nearby residences and/or businesses.

9.06 Tenant shall timely pay Tenant's contractor and, as applicable or required by agreements between Tenant and any laborers or material suppliers, all persons or entities furnishing labor and material with respect to any work performed by Tenant or its contractor on or about the Premises, and shall obtain and deliver to Landlord "releases" or waivers of liens from all Tenant's contractor and shall require Tenant's contractor to obtain such releases or waivers of liens from all parties doing work on or about the Premises, along with an affidavit from Tenant stating that all bills payable by Tenant have been paid with regard to such work and that, to the Tenant's knowledge, there are no outstanding obligations owed with respect to any such work performed on the Premises. The Tenant, as described in Section 9.11, is further required to secure a payment and a separate performance bond, in accordance with Section 255.05, *Florida Statutes*, to guarantee the timely payment of any and all laborers and materialmen, as well as the timely and proper construction of the Project. Such payment and performance bond will be delivered to Landlord prior to commencement of construction. The amount of such bonds shall be equal to the construction costs of the Improvements.

9.07 Tenant acknowledges and agrees that the Landlord, in its capacity as Landlord under this Lease, currently has no obligation and in the future shall have no obligation, financial, regulatory or otherwise, for any activities necessary or otherwise related to the pre-construction

and/or construction of the Improvements on or about the Premises.

9.08 If Tenant's construction activities or other actions relative to the Premises result in the introduction of hazardous materials in violation of applicable law or contamination of the soil and/or groundwater, then the Tenant agrees to: 1) immediately notify the Landlord of any contamination, claim of contamination, or damage; 2) after consultation and with the approval of the Landlord, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, at the Tenant's sole cost and expense; and 3) to indemnify, defend and hold the Landlord harmless from and against any claim, suits, causes of action, liability, obligations, costs and/or fees, including any and all attorneys' fees arising from or connected with such contamination, claim of contamination or damage.

9.10 Tenant agrees that in an effort to protect the Landlord in the event Tenant defaults hereunder, Tenant hereby grants to Landlord a security interest in the Improvements on or the Premises. Said security interest shall secure all amounts to be paid by Tenant to Landlord hereunder, including, but not limited to, the cost for maintenance and repairs to the Premises, and attorneys' fees, expert witness fees and court costs. However, notwithstanding the foregoing, the Landlord hereby agrees to subordinate its interest in the Improvements to the security interest of a lending institution, such as a bank or insurance company, licensed to operate in the State of Florida, for the purpose of the Tenant obtaining a loan for equipment associated with the operation of the CNG Public Access Station.

9.11 Prior to commencing any construction and/or repairs to the Premises, or any structure or Improvements on or about the Premises, Tenant shall obtain and deliver to the Landlord, at its sole cost and expense, both a payment bond and performance bond, or such other alternate form of security, any or all of which meets the requirements of Section 255.05, *Florida*

Statutes, as set forth below, not less than ten (10) days prior to the anticipated commencement date of the construction and/or repairs or the purchase of materials for the performance of the work. Said payment and performance bonds shall be in favor of the Landlord, the form of such bonds shall be as provided by Section 255.05, *Florida Statutes,* and each shall be in the amount of the entire cost of the construction, or in instances of repair, the total cost associated with the repair project regardless of the source of funding. The payment and performance bonds shall name Landlord as an obligee on the multiple obligee rider attached to the payment and performance bond, and shall be issued by a surety insurer authorized to do business in the State of Florida. The bonds shall be subject to review and approval by Miami-Dade County, Department of Transportation and Public Works, Risk Management Division. The Tenant shall be responsible for recording the bonds in the public records of Miami-Dade County and providing notice to subcontractors and suppliers, as required by Section 255.05 of the *Florida Statutes*. Said payment and performance bonds shall be maintained in full force and effect for the duration of any construction and/or repair project. However, the foregoing requirement of securing a payment and performance bonds shall not be required when such contract for any repair work is estimated, in accordance with generally accepted cost-accounting principles, to have a cost of less than $25,000.

Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the states in which the company is licensed to do business. Additional bond requirements are provided in Attachment 3, Bond Requirements.

9.12 Tenant shall not place signs or advertising matter on or about the Premises without the Landlord's prior written approval. The nature, size, shape and installation of Tenant's

business signs within, on, or adjacent to the Premises must be approved by Landlord. If permitted, Tenant will, at its sole cost and expense, maintain such signs and/or advertising matter, in good condition and repair at all times. All signs and advertising shall be removed by Tenant upon the expiration or termination of this Lease, and any damage or unsightly condition caused to the Premises due to signs or advertising matter shall be corrected or repaired by Tenant, at Tenant's expense, to the satisfaction of the Landlord, in Landlord's sole discretion. Signs must also be approved by all governmental authorities having jurisdiction.

9.13 All construction projects are required to meet the standards delineated in Miami-Dade County Ordinance 07-65. The primary mechanism for determining compliance with the Sustainable Building Program shall be the U. S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council, or as otherwise directed by the County's Sustainability Manager.

(a) New Construction (NC): All new construction projects shall attain "Silver" or higher level rating under the LEED-NC Rating System.

(b) Major Renovations and Remodels: All major renovations and remodels shall attain "Certified" or higher level rating under the LEED-NC Rating System.

(c) Non-Major Renovations and Remodels: All non-major renovations and remodels shall attain "Certified" or higher level rating under the appropriate LEED Rating System such as LEED-NC, LEED-Existing Building (EB) or LEED-Commercial Interior (CI).

(d) Renovations, remodels, and other building upgrades not meeting the above criteria are encouraged, but not required, to incorporate the maximum number of LEED approved green building practices as are feasible from a practical and fiscal perspective. It is understood that the CNG Public Access Station will fall into this category due to the nature of the Project.

9.14 In accordance with Section 2-11.16, of the Code, in instances in which the construction will be equal to or greater than One Million Dollars, the Tenant is required to pay Responsible Wages to all workers (laborers and mechanics), despite the fact that the Project is a privately-funded construction of a building for the Tenant, unless: (i) the Project is funded solely through private sources of funds (meaning without one dollar ($1.00) or more of financing provided through any federal, states, county or local government entity or bond sources, including Industrial Development Authority ("IDA") bonds; (2) any building being constructed is, or will be exempt from Federal Income Taxes as a 501(c)(3) corporation, is a not-for-profit and is community-based; or (iii) any building being constructed receives IDA bond financing and also receives State and/or local development incentives based on job creation.

The Tenant shall comply with all of the provision of the Responsible Wages, if applicable, or the Federal Transit Administration wage requirements, whichever is greater.

ARTICLE 10
MAINTENANCE AND REPAIR OF PREMISES AND CNG PUBLIC ACCESS STATION

10.01 Maintenance. Tenant shall maintain and keep in good repair, condition, and appearance, at its sole cost and expense, the Premises and CNG Public Access Station, and any and all infrastructure (utility lines, pipes, wiring) leading to or from the Premises, as well as any and all vegetation, including all grass, hedges, trees, and plants which are now, or in the future, on or about the Premises.

10.02 Debris Removal. Tenant, at its expense, shall maintain and keep the Premises, including, but not limited to, all current and future parking areas, pathways, and/or walkways adjacent to or leading to or from the Improvements which exist, or may be constructed, on the

Premises, and any and all sidewalks surrounding the Premises, free from debris.

10.03 General Maintenance and Conduct. With regard to the general maintenance and occupancy of the Premises, Tenant will, at its expense: (a) maintain the Premises in a clean, orderly and safe condition and free of rodents, vermin and other pests; (b) keep any garbage, trash, rubbish and/or other refuse in safe containers that do not encourage the existence of vermin; (c) cause to have such garbage, trash, rubbish and refuse removed on a daily, weekly, or as needed basis to ensure cleanliness; (d) comply with all laws, ordinances, rules and regulations of governmental authorities regarding the removal of garbage, trash, rubbish and refuse from the Premises; (e) keep all pre-construction, and construction activities, and/or mechanical equipment apparatus free of vibration and noise which may be transmitted beyond the Premises and/or which could disturb adjacent landowners or occupiers; (f) prevent any objectionable odors to emanate or to be dispelled from the Premises; (g) comply with and observe all rules and regulations established by the Landlord from time to time which relates to the Tenant's occupancy on the Premises; and (h) conduct its operation in all respects in a dignified manner in accordance with the high standards of other similar entities. Further, should the Tenant fail to properly maintain the Premises, the Landlord may elect to clean, remove any trash or rubbish, or otherwise maintain the Premises. Should the Landlord elect to clean, remove any trash or rubbish or otherwise maintain the Premises, the Landlord shall invoice the Tenant the amount of the cost associated with such maintenance, which cost shall be deemed as rent under this Lease.

10.04 Liability Due to Poor Workmanship or Maintenance. Any damage or injury sustained by any person due to the work of the Tenant or any of its agents or contractors, or due to the poor workmanship or poor maintenance of any mechanical and CNG equipment, and/or because of the operation or existence of any mechanical, electrical, plumbing, CNG or other equipment or the installation of such, shall be the sole responsibility of Tenant, and Tenant shall

indemnify, defend and hold Landlord harmless from and against all claims, actions, causes of action, damages and liability in connection therewith, including, but not limited to reasonable attorneys' fees, other professional fees, and any other cost which Landlord may reasonably incur except to the extent caused by the gross negligence or willful conduct of Landlord or its agents or employees.

ARTICLE 11
DESTRUCTION OF FACILITY AND/OR IMPROVEMENTS

11.01 Damage to Premises. Tenant shall be responsible for and shall repair any and all damage caused to the Premises and/or Improvements on or about the Premises as a result of Tenant's use of the Premises or any vandalism, malicious mischief, or criminal acts thereto. The Tenant shall immediately notify the Landlord, in writing, upon discovering any damage to the Premises, including the CNG Public Access Station, and/or to any of the Improvements on or about the Premises. Tenant is responsible for maintaining, replacing and/or repairing any damaged real property, personal property, along with any damage to any of the Improvements on or about the Premises.

11.02 Destruction of Premises. In the event the Premises, including any of the Improvements, should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the Premises is rendered unfit for the intended purpose of Tenant, the Tenant may terminate this Lease, but only after entering into an agreement with the Landlord regarding the cost to immediately repair any damage and/or remove any trash and/or debris from the Premises. If the Premises is partially damaged, but the Premises is not rendered unusable for the purposes of this Lease, the same shall be promptly repaired by Tenant from proceeds of the insurance coverage and/or at its own cost and expense. If the damage to the Premises shall be so extensive as to render it unusable for the purposes intended, but capable of being repaired within one hundred eighty (180) days, the damage shall be repaired with due diligence by Tenant from the

proceeds of the insurance coverage policy and/or at its own cost and expense within the 180-day period and any rent payable by Tenant under this Lease shall be abated for the period during which Tenant is denied the use of the Premises. In the event that Premises and/or the Improvement(s), or any nearby property is damaged or destroyed due to Tenant's negligence, or the negligence of Tenant's employee(s), vendor(s), agent(s), contractor(s), or client(s), the Tenant shall be solely liable and responsible to immediately repair and/or compensate the Landlord and/or any other owner for such damage or loss, as well as indemnify the Landlord against any claim, suit, and/or cause of action brought against the Landlord for such negligence.

ARTICLE 12
ASSIGNMENT AND SUBLEASE

12.01 Tenant shall not assign, sublet, transfer, mortgage, pledge, or dispose of this Lease, for the term hereof, without first obtaining the written consent of Landlord, through its Board of County Commissioners, which consent may be withheld in Landlord's sole and absolute discretion. This prohibition includes, but is not limited to: (a) any subletting or assignment which would occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate or proprietary structure; and (b) an assignment of subletting to or by a receiver or trustee in any federal or state action, bankruptcy, insolvency, or other proceedings.

ARTICLE 13
NO LIABILITY FOR PERSONAL PROPERTY

13.01 All personal property placed on or moved in the Premises shall be at the sole risk of Tenant or the owner thereof. Landlord shall not be liable to Tenant or any owner of such personal property for any damage to said personal property unless solely caused by or due to the gross negligence or willful misconduct of Landlord, Landlord's agents or employees, subject to all limitations of *Florida Statutes*, Section 768.28.

ARTICLE 14
LANDLORD NOT RESPONSIBLE FOR ACTS OF OTHERS

14.01 Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant or themselves and/or their personal property, including but not limited to invitees, trespassers, and/or licensees, for 1) any loss or damage which may be occasioned by or through the acts or omissions of persons coming onto the Premises except to the extent caused by the Landlord or its agents, employees, or representatives and subject to the limitations of *Florida Statutes*, Section 768.28, or 2) any actions or activity by any person, including, but not limited to, such actions or activity which is the direct or indirect cause of any lack of security, insufficient safety measures, failure to provide adequate or sufficient warnings, precautions, and/or inadequate protection to the Premises, the Tenant, or anyone claiming by, through or under the Tenant. To the maximum extent permitted by law, the Tenant agrees to use and occupy the Premises at Tenant's own risk. Further, in accordance with Section 14.03, the Tenant shall secure, maintain and utilize security personnel, at its sole cost and expense, as it deems necessary to protect the Tenant, its employees, guests, licensees, any and all occupants, as well as the Premises, including the Improvements.

14.02 Notification of any Injury on the Premises. Tenant agrees that it will immediately notify the Landlord should any person sustain, or is found to have, a serious bodily injury or dies on or about the Premises, due to any cause that might give rise to claims of liability for or to the Landlord, for personal injury or wrongful death. The definition of serious bodily injury shall include, but not be limited to, any injury to a person which requires medical treatment either at a hospital or by emergency medical technicians. Further, in instances where someone sustained a serious bodily injury or died, due to any cause that might give rise to liability for or to the Landlord, for personal injury or wrongful death, in addition to any other requirement(s) regarding notice under this Lease, the Tenant shall also

immediately (same day, or in situations where the same day is not possible, then next day) call the Landlord's Department of Transportation and Public Works, and notify the Director of such incident, in detail, with or without the name of the individual that died or sustained the serious bodily injury. Further, in instances where an individual died or sustained a serious bodily injury, the Tenant must complete a detailed injury and incident report and immediately (same day or next day) send it to the Landlord, in accordance with the terms of the notice provisions found in this Lease.

14.03 Security. The Tenant is solely responsible for securing and maintaining its own security in and around, and for, the Premises. Should the Tenant, at any time and for any reason, believe that security and/or additional security is needed to protect the Tenant, or any of its invitees, licensees, guests, employees, staff, management, occupants, anyone else, personal property belonging to any of the foregoing, and/or the Premises, including the Improvements thereon, then it is understood and agreed that Tenant shall, at its sole cost and expense, hire and maintain such security. The Tenant further acknowledges and agrees that the Landlord is not expected to supply, or otherwise provide, any security staff and/or security equipment to, on, or about the Premises which would be designed to prevent or deter vandalism, theft, burglary, and/or any other type of criminal activity or any other type of incident.

14.04 Security Cameras. Tenant shall install a security camera system as part of its security measures for Tenant to monitor the security of the Premises. Such security camera system shall be connected to the Landlord's Closed Circuit TV (CCTV) security system at the Bus Depot to allow for the Landlord's 24 hour/7 days a week surveillance, at its option, of the Premises and network video recording. The Tenant shall furnish and install all electronics and equipment required to connect to the Landlord's CCTV system.

ARTICLE 15
LANDLORD'S RIGHT OF ENTRY

15.01 Landlord, or any of its agents, shall have the right to enter the Premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety thereof, or as may be required or permitted pursuant to this Lease. Said right of entry shall likewise exist for the routine purpose of ensuring that the Premises is safe. The Landlord's right to enter the Premises to make repairs, additions, and/or alterations, shall exist only after the Landlord has provided the Tenant with thirty (30) days advance notice of any such desire to enter the Premises to make such repairs, additions, and/or alterations, except that the Landlord, without prior notice to the Tenant, shall always be permitted to enter the Premises and make it safe in the event of an emergency, as reasonably determined by the Landlord. Further, in the event that the Landlord undertakes work to make repairs, additions, and/or alterations, and/or otherwise to maintain the Premises, including the Improvements, the Tenant shall immediately (within thirty (30) days following receipt of an invoice) reimburse the Landlord for any and all costs and expenses associated with such repairs, additions, alterations, and/or maintenance.

ARTICLE 16
PEACEFUL POSSESSION

16.01 Subject to the terms, conditions, and covenants of this Lease, Landlord covenants and agrees that Tenant shall and may peaceably have, hold, and enjoy the Premises without hindrance or molestation by Landlord or its representatives.

ARTICLE 17
SURRENDER OF PREMISES

17.01 Upon the Expiration Date or termination of this Lease, Tenant shall peaceably leave, quit and surrender the Premises.

17.02 Tenant shall surrender the Premises in as good condition as the Premises was at the beginning of the term of this Lease, ordinary wear and tear and damage by casualty pursuant to Section 11.02 excepted.

ARTICLE 18
INDEMNIFICATION AND HOLD HARMLESS

18.01 Tenant shall indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the Landlord or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease by the Tenant or its employees, agents, servants, partners principals or subcontractors except to the extent caused by or arising from the gross negligence or willful misconduct of Landlord or its employees, agents, or representatives. Tenant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorneys' fees which may issue thereon. Tenant expressly understands and agrees that any insurance protection required by this Lease, or otherwise provided or secured by Tenant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Landlord or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE 19
LIABILITY FOR DAMAGE OR INJURY

19.01 Landlord shall not be liable for any damage or injury which may be sustained by any party or person on the Premises other than the damage or injury caused solely by the gross negligence of Landlord, its officers, employees, or agents, subject to the limitations of

Florida Statutes, Section 768.28.

ARTICLE 20
SUCCESSORS IN INTEREST

20.01 All covenants, conditions, agreements, and undertakings contained in this Lease shall extend to and be binding upon the respective successors and assigns of the respective Parties hereto, the same as if they were in every case named and expressed.

ARTICLE 21
TERMINATION

21.01 In addition to any other termination rights in this Lease, the occurrence of any of the following may cause this Lease to be terminated by the Landlord upon the terms and conditions set forth below:

A. Automatic Termination:

1) Institution of proceedings in voluntary bankruptcy by the Tenant.
2) Institution of proceedings in involuntary bankruptcy against the Tenant if such proceedings continue for a period of ninety (90) days or more.
3) Assignment of Lease by Tenant for the benefit of creditors.
4) Tenant vacates or abandons the Premises, or otherwise ceases or discontinues its operations on the Premises, consistent with Section 29.03.

B. Termination after ten (10) day's written notice by the Landlord to Tenant for doing any of the following:

1) Failure to timely meet any of the requirements of Section 6.02.
2) Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if Tenant makes the required payment(s) during the ten (10) day period from receipt of the written notice.

3) Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) day period from receipt of the written notice; provided, however, no termination shall be effective if such remedy cannot reasonably be completed within ten (10) days and Tenant commences such remedy within such ten (10) day period and thereafter diligently pursues the same to completion.

C. Termination after thirty (30) day's written notice to Tenant for the reason(s) as set forth below:

1) Non-performance of any covenant of this Lease, other than matters listed in A and B above, and failure of the Tenant to remedy such breach within the thirty (30) day period from receipt of the written notice provided, however, no termination shall be effective if such remedy cannot reasonably be completed within thirty (30) days and Tenant commences such remedy within such thirty (30) day period and thereafter diligently pursues the same to completion.

D. Landlord reserves the right to terminate the Lease at any time without cause, upon six (6) months written notification to Tenant if Landlord determines that the Premises are needed for any reason. If Landlord invokes this right within the initial term of the Lease, the Landlord will compensate the Tenant for Improvements to the Premises which shall be depreciated on a straight line basis for 10 years for the purpose of compensation. All Improvements costs must be fully documented and submitted to Landlord within 180 days from completion of the Improvements. No compensation will be made if Landlord invokes this right to terminate the Lease without cause during the option to renew periods.

21.02 Under no circumstances shall the Tenant be entitled to any expiration or termination fee or any similar economic incentive or payment with regard to this Lease when the

Lease expires or should this Lease be terminated, unless specifically set forth in this Lease.

21.03 If the Landlord terminates this Lease for any reason, including, but not limited to termination for the Tenant's failure to utilize and maintain the Premises for a public use, the Landlord shall not incur any cost or expenses, or pay any compensation, in connection with regaining control of the Premises from the Tenant.

21.04 Should Landlord elect to terminate this Lease as permitted herein, Tenant shall remain fully responsible for any and all costs, fees, expenses, and/or invoices incurred up to the termination date stated in its written notice to the Landlord, including the cost of the Improvements and the related financing costs.

ARTICLE 22
NOTICES

22.01 Notices provided for in this paragraph shall include all notices required in this Lease or required by law. Any notice or other communication given or made pursuant to this Lease shall be in writing and shall be deemed given if delivered in accordance with Article 6, Notice Requirements, of the Master Developer Agreement and with a copy to

If to Landlord: Miami-Dade County
Department of Transportation and Public Works
701 NW 1st Court, 17th Floor
Miami, FL 33136
Attention: Director

and: County Attorney's Office
Miami-Dade County
111 N.W. 1st Street, 28th Floor
Miami, Florida 33128
Attention: County Attorney

If to Tenant: Trillium Transportation Fuels, LLC
1111 Bagby, Suite 2400
Houston, TX 77002
Attention: General Manager of Trillium

and: Trillium Transportation Fuels, LLC
1111 Bagby, Suite 2400
Houston, TX 77002
Attention: Associate General Counsel and Special Advisor

22.02 The Tenant shall provide the Landlord with the name and telephone number of a management person of the Tenant who will be on call, at all times, for emergencies or other matters related to the operations under this Lease.

ARTICLE 23
INSURANCE

23.01 Insurance Coverage. The Tenant shall furnish to the Internal Services Department/Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below. In addition to the referenced certificates, Miami-Dade County reserves the right to request the applicable policy (policies) in its entirety.

INSURANCE DUE ON COMMENCEMENT DATE

A. Worker's Compensation Insurance for all employees of the Tenant as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

DESIGN STAGE

In addition to the insurance coverage required in A–C above, the following coverage:

D. Professional Liability Insurance, the Tenant shall provide or cause its subcontractors to provide protection from claims arising from acts, errors or omissions arising from design, engineering, surveying inspections and related work undertaken in connection with this contract in an amount not less than $1,000,000. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

CONSTRUCTION PHASE

Tenant shall obtain or cause its General Contractor to obtain the following insurance coverage prior to any construction:

A. Worker's Compensation Insurance for all employees as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis, including Explosion, Collapse and Underground Hazards and Completed Operations coverage, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be included as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Policy shall be endorsed to provide Broadened Coverage for Covered Autos – Endorsement CA 9948 (or the equivalent) for the Business Auto, Motor Carrier and Truckers Coverage Forms.**

D. Prior to Occupying the site. Completed Value Builders' Risk Insurance on an "all risk" basis in an amount not less than one hundred (100%) percent of the insurable value of the building(s) or structure(s). The policy shall be in the name of Miami-Dade County and the Contractor A.T.I.M.A. (Each facility is considered a separate project.)

E. Pollution Liability Insurance in an amount not less than $5,000,000 combined single limit per occurrence for bodily injury, property damage, environmental impairment and when applicable, Asbestos Abatement Liability. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

F. Umbrella/Excess Liability policy follow form of the Commercial General, Automobile, Professional and Pollution Liability in an amount not less than $25,000,000 per occurrence. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

OPERATION/MANAGEMENT PHASE

After completion of the construction phase, and before occupancy begins, Tenant shall obtain the following insurance coverage which must be kept in force throughout the duration of the Lease:

A. Worker's Compensation Insurance for all employees of the Tenant as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis, including Explosion, Collapse and Underground Hazards, Products and Completed Operations Liability coverage in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, Garage Keeper's Legal Liability, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

D. Pollution Liability Insurance in an amount not less than $5,000,000 combined single limit per occurrence for bodily injury, property damage and environmental impairment. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

E. Umbrella/Excess Liability policy follow form of the Commercial General, Automobile, Professional and Pollution Liability in an amount not less than $25,000,000 per occurrence. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

23.02 Insurance Company Qualifications. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Landlord's Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

CERTIFICATE HOLDER MUST READ: Miami-Dade County
111 NW 1st Street, Suite 2340
Miami, FL 33128

Compliance with the foregoing requirements shall not relieve the Tenant of its liability and obligation under this Section or any other Section of this Lease. Tenant shall be responsible for

ensuring that the insurance certificates required in conjunction with this Section remain in full force for the duration of this Lease. If insurance certificates are scheduled to expire during the term of this Lease, Tenant shall be responsible for submitting new or renewed insurance certificates to the Landlord prior to expiration.

23.03 Additional Insurance. Tenant is responsible for its improvements and betterments, equipment, furniture, fixtures, inventory and supplies or other Tenant property. Further, the Tenant hereby acknowledges and agrees that the aforementioned insurance requirements are designed primarily to protect the Landlord, and therefore the Tenant understands and agrees that it should consult with its own insurance agent, broker, and/or carrier to determine if any additional insurance is needed or recommended to protect its interest in the Premises and/or the Improvements thereon, for its intended use or operations on the Premises.

23.04 Landlord's Property Insurance: Any insurance the Landlord may maintain shall not cover Tenant's Improvements and betterments, contents, or other property of Tenant. Tenant shall not violate, or permit the violation of, any condition imposed by any of the Landlord's insurance policies, and subject to the Permitted Use, shall not do, or permit anything to be done, or keep or permit anything to be kept in the Premises which would increase the fire or other property or casualty insurance rate on the structures or the property therein over the rate which would otherwise then be in effect (unless Tenant pays the resulting increased amount of premium as provided under the further terms hereof), or which would result in insurance companies of good standing refusing to insure the same or any of such property in amounts and at normal rates reasonably satisfactory to the Landlord. If by reason of any act or omission on the part of Tenant the rate of property insurance on the other property of the Landlord, Tenant shall reimburse the Landlord, on demand, for that part of the premiums for property insurance paid by the Landlord because of such act or omission on the part of Tenant, which sum shall be deemed additional rent for purposes of collection only.

ARTICLE 24
PERMITS, REGULATIONS & SPECIAL ASSESSMENTS

24.01 Permits/Licenses/Approvals. Tenant shall, at its sole cost and expense, obtain any and all necessary governmental permits, licenses and approvals, and that all uses of the Premises will be in complete conformance with all applicable laws, ordinances, codes, rules, regulations, including all applicable zoning regulations.

24.02 Charges/Taxes/Assessments. Any and all charges, taxes, or assessments levied against the Premises shall be paid by Tenant, and failure to do so will constitute a breach of this Lease.

24.03 Landlord as Sovereign. It is expressly understood and agreed that notwithstanding any other provision of this Lease and the Landlord's status thereunder:

(a) The Landlord retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Premises and/or the operation thereof, or be liable for the same; and

(b) The Landlord shall not by virtue of this Lease be obligated to grant the Tenant any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Premises.

24.04. No Liability for Exercise of Police Power. Notwithstanding and prevailing over any contrary provision in this Lease or any other document relating to this matter, including any Landlord covenant or obligation that may be contained in this Lease, or any implied or perceived duty or obligation of the Landlord including but not limited to the following:

(a) To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the Tenant, regardless of the purpose required for such cooperation;

(b) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;

(c) To apply for or assist the Tenant in applying for any county, city or third-party permit or needed approval; or

(d) To contest, defend against, or assist the Tenant in contesting or defending against any challenge of any nature;

this Lease shall not bind the Miami-Dade Board of County Commissioners, the Landlord's Department of Transportation and Public Works or any other county, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the Landlord or any other applicable governmental agencies in the exercise of its police power. The Landlord shall be released and held harmless by the Tenant from and against any liability, responsibility, claims, consequential or other damages, or losses to the Tenant or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the Parties recognize that the approval of any building permit and/or certificate of occupancy (including temporary certificate of occupancy) may require the Landlord to exercise its quasi-judicial or

police powers. Notwithstanding any other provision of this Lease, the Landlord shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The Landlord's obligation to use reasonable good faith efforts in the permitting of the use of Miami-Dade County owned property regarding the Premises shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by Tenant as authorized by this Lease. Moreover, in no event shall a failure of the Landlord to adopt any of the Tenant's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Lease.

ARTICLE 25
OWERNSHIP AND REMOVAL OF PERSONAL PROPERTY AND IMPROVEMENTS

25.01 Personal Property. The Tenant's introduction of any supplies, furniture, furnishing, or other articles of personal property on the Premises, which personal property can be removed without damage to the Premises, shall remain the Tenant's property and may be removed by Tenant at any time during the term of this Lease so long as the same have not become a part of the freehold, and removal of such does not materially affect Tenant's ability to use said Premises and conduct its business as provided herein. However, if any of Tenant's property is removed and such removal causes damage to the Premises, Tenant shall repair or pay to the Landlord the cost of repairing any damage to the Premises resulting from such removal.

25.02 Personal Property Removal at Expiration or Termination. At the expiration or termination of this Lease, the Tenant shall promptly remove its personal property and the personal property of its employees, agents, and contractors. Should Tenant fail to remove its personal property, and/or the personal property of others within thirty (30) days from the expiration or termination of this Lease, said personal property shall be deemed abandoned and

the Landlord may dispose of the personal property in the manner it elects, without any compensation, remuneration or reimbursement to the Tenant or any other owner or person with an interest in such personal property. The Landlord may choose to restore the Premises to original condition and bill the Tenant for any costs therefore including the disposal of the abandoned personal property.

25.03 Provision of Keys. At the expiration or termination of this Lease, Tenant shall promptly deliver to the Landlord the keys and combinations to all safes, cabinets, vaults, doors and other locks left by Tenant on the Premises.

25.04 Improvements. All Improvements, including, but not limited to anything erected or installed on or about the Premises at any time, whether by or on behalf of the Tenant or by or on behalf of Landlord, shall not be removed from the Premises at any time, unless removal is consented to in advance, in writing, by Landlord. This Section does not prohibit or limit Tenant from repairing or replacing any such Improvements as is necessary in the ordinary course of the Permitted Use.

25.05 Improvements Removal at Expiration or Termination. At the expiration or termination of this Lease, all existing and installed fixtures, equipment, Improvements and appurtenances attached to or built into the Premises in such a manner as to become part of the freehold, whether or not by or at the expense of Tenant, shall be removed by the Tenant with the Landlord's permission, excluding the fence which separates the Landlord's and Tenant's operations which shall remain in place and revert to the Landlord as its property in all instances. Tenant shall return the Premises to original, or better than original, condition or shall reimburse the cost to Landlord to return the Premises to original, or better than original, condition.

Alternatively, the Landlord and Tenant may mutually agree on terms under which the Tenant will surrender to the Landlord any or all of the Improvements at the Premises.

Should Tenant fail to remove such items on the Premises within thirty (30) days from the expiration or termination of this Lease, such installed fixtures, equipment, Improvements and appurtenances shall be deemed abandoned and the Landlord may dispose of or elect to keep such items for use, without any compensation, remuneration or reimbursement to the Tenant or any other owner or person with an interest in such items.

ARTICLE 26
EMINENT DOMAIN

26.01 Definition. The word "Taking" in this Lease shall mean any taking of the title to, access to, or use of the Premises or any portion thereof by any governmental authority or any conveyance under the threat thereof, for any public, quasi-public, or private use or purpose. A Taking may be total or partial, permanent or temporary.

26.02 Notification. Upon receipt by either the Landlord or the Tenant of any notice of Taking, or the institution of any proceedings for Taking the Premises, or any portion thereof, the Party receiving such notice shall promptly give notice thereof to the other, and such other Party may also appear in such proceeding and may be represented by an attorney.

26.03 Award. The full amount of any award whether *pro tanto* or final for any Taking (the "Award"), shall, notwithstanding any allocation made by the awarding authority, be paid and allocated as set forth below, provided that there shall first be deducted from the Award the following, in the order stated: (i) all reasonable fees and expenses of collection, including reasonable attorneys' fees and experts' fees, which shall be paid to the Party which has paid such fees and expenses and/or undertaken such work (assuming such fees and costs are not

compensated by the condemning authority), (ii) any unpaid fees or expense due to the Landlord, or due to a third party, which Landlord will be ultimately responsible for, and (iii) any outstanding amounts which represent unpaid loans used for the construction of any Improvements on the Premises. With respect to the balance of such Award, Landlord and Tenant shall be entitled to receive and retain such separate Awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, with consideration given to the fact that the Landlord's interest in the Premises is not limited to the land encumbered by this Lease, but also the reversionary interest in the Premises upon expiration of the term and the Improvements thereon.

26.04 Total Taking. In the event of a permanent Taking of the fee simple interest or title of the Premises, or control of the entire leasehold estate hereunder (a "Total Taking"), this Lease shall thereupon terminate as of the effective date of such Total Taking, without liability or further recourse to the Parties, provided that any and all obligations of Tenant under this Lease have been fully and completely complied with by Tenant as of the date of said Total Taking, otherwise Tenant hereby agrees that an appropriate amount of its portion of the Award shall be paid to Landlord, and such payment shall be allocated to complete any unfinished work by Tenant or fulfill any unfulfilled obligations.

26.05 Partial Taking. If, in the event of a partial Taking of less than the entire Premises, the remaining portion of the Premises not so taken cannot be adequately restored, repaired or reconstructed so as to constitute a complete architectural unit of substantially the same usefulness, design, construction, and commercial feasibility, as immediately before such Taking, then Tenant shall have the right, to be exercised by written notice to Landlord within one hundred twenty (120) days after the date of Taking, to terminate this Lease on a date to be

specified in said notice, which date shall not be earlier than the date of such Taking, in which case Tenant shall pay and shall satisfy all rents and other payments due and accrued hereunder up to the date of such termination and shall perform all of the obligations of Tenant hereunder to such date, and thereupon this Lease and the term herein demised shall cease and terminate. Upon such termination the Tenant's interest under this Lease in the remainder of the leasehold interest not taken shall be sold in accordance with applicable Law, and the proceeds of the sale shall be combined with the Award given for the partial Taking with the entire amount then being distributed as if a total Taking had occurred. Landlord shall have the first option to purchase Tenant's remaining leasehold interest under this Lease, which purchase price for the Premises shall be calculated by taking the amount of the annual rent paid by Tenant for the immediately preceding calendar year (unless such Taking occurs in the first Lease year, in which case the rent paid by Tenant up to such Taking shall be annualized for purposes of this paragraph) and multiplying it by the number of years remaining in this Lease. The purchase price for any and all Improvements shall be arrived at by the Landlord securing an appraisal, and the amount of any grant given to the Tenant by the Landlord deducted from the amount of the appraisal. The remaining amount from the appraised value shall serve as the purchase price; and should, for any reason, the Tenant disagree with the value attributed by the appraisal for any and all Improvements, then the Landlord shall secure three (3) separate appraisals, and the median appraisal (the middle, not the average amount of the three (3) appraisals) shall set the initial value for the Improvements on or about the Premises, and the amount of any grant given to the Tenant by the Landlord shall be deducted from the initial appraised value to establish the purchase price for the Improvements on the Premises.

Appendix F

ARTICLE 27
FORCE MAJEURE

27.01 The Force Majeure definition and general provisions can be found in Article 40, Force Majeure, of the Master Developer Agreement.

ARTICLE 28
WAIVER

28.01 If, under the provisions hereof, Landlord or Tenant shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of Landlord's or Tenant's rights hereunder, unless expressly stated in such settlement agreement. No waiver by Landlord or Tenant of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both Parties. No waiver by Landlord or Tenant of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by Tenant or receipt by Landlord of lesser amount than the monthly installments of rent or additional rent shall be deemed to be other than on account of the earliest amount of rent due and owing to the Landlord; and likewise neither shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to Landlord be deemed an accord and satisfaction, and the Landlord may accept such check or payment without prejudice to or waiver of Landlord's right to recover the balance of such rent or other amount owed, or to pursue any other remedy provided in this Lease or at law. Further, any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to Landlord may not be deemed to limit or restrict the Landlord in any manner whatsoever, and such endorsement or

statement shall have no effect whatsoever, and shall be deemed to have never been written at all. No reentry by Landlord and no acceptance by Landlord of keys from Tenant shall be considered an acceptance of a surrender of this Lease.

ARTICLE 29
DEFAULT OF TENANT AND REMEDIES

29.01 Event of Default. Consistent with and in addition to Article 21, Termination, and subject to the cure period in Section 29.02, if Tenant fails to comply with the terms and/or condition of this Lease (other than a default involving the payment of rent, or a default resulting in automatic termination of this Lease), and if such violation or failure continues for a period of thirty (30) days after written notice thereof to Tenant by Landlord, then Landlord may proceed with any remedy available at law or in equity in the State of Florida, or by such other proceedings, including re-entry and possession, as may be applicable.

29.02 Curing Period. Should Tenant elect or fail to perform or observe any covenant or condition of this Lease (other than a default involving the payment of rent, or a default resulting in automatic termination of this Lease), which default has not been cured within thirty (30) days after the written notice thereof by Landlord, unless such default is of such nature that it cannot be cured within such thirty (30) day period, in which case no event of default shall occur so long as Tenant shall commence the curing of the default within such thirty (30) day period and shall thereafter diligently prosecute the curing of same, and/or such remedy for any such default is not otherwise addressed in this Lease, then the Landlord shall be permitted to terminate this Lease, and immediately take possession of the Premises.

29.03 Abandonment. Should Tenant fail to occupy, or vacate or abandon the Premises at any time during the term of this Lease, Landlord shall be permitted to immediately

take possession of the Premises. It shall be the Landlord's reasonable determination as to whether or not the Tenant has either failed to occupy, or vacated or abandon the Premises. This Section does not prohibit or limit Tenant's right to maintain, repair, or replace any portion of the Improvements in the ordinary course of the Permitted Use, even if such maintenance, repair, or replacement requires the temporary ceasing of business operations on the Premises.

29.04 Failure to Cure. Upon any default, and after the expiration of any cure period, Landlord may, in accordance with any lawful process, enter the Premises and take possession of any and all goods, inventory, equipment, fixtures and all other personal property of Tenant situated in the Premises without liability for trespass or conversion, and may sell or otherwise dispose of any and all such property after thirty (30) day notice to Tenant, which notice shall constitute reasonable and sufficient notice (so long as such property is valued by the Landlord at more than five thousand dollars ($5,000), otherwise, such property shall be considered abandoned by the Tenant, and Landlord shall have no obligation to either store, maintain, sell or otherwise dispose of the property). The proceeds of any such sale or disposition shall be applied first to the payment of all costs and expenses of conducting the sale and/or caring for and/or storing said property, including reasonable attorneys' fees, and any costs incurred by the Landlord to restore the Premises to good condition; second, toward the payment of any indebtedness, including (without limitation) indebtedness for rent, which may be due or become due to Landlord; and third, to pay Tenant any surplus remaining after all indebtedness of Tenant to Landlord has been fully paid.

29.05 Performance of Obligations. Upon any default, Landlord may perform, on behalf of and at the expense of the Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord shall have given Tenant notice of, the cost of which performance by Landlord, together with interest thereon of 5% per annum, and shall be

immediately payable by Tenant to Landlord. Regardless of whether an event of default shall have occurred, Landlord may also exercise the remedy described in this Section without any notice to Tenant if Landlord, in its good faith judgment, believes it would be injured by failure to take rapid action or if the unperformed obligation by Tenant constitutes an emergency.

29.06 Tenant Liable for Rent and Damages. If this Lease is terminated by Landlord, as permitted herein, Tenant nevertheless shall remain liable for any and all rent and damages which may be due, become due or sustained by Landlord, along with any and all reasonable costs, fees and expenses including, but not limited to, attorneys' fees, costs and expenses incurred by Landlord in pursuit of its remedies hereunder, or in renting the Premises or a portion thereof to others.

29.07 Landlord Entitlement to Sue. In addition to any and all other remedies in law or in equity that Landlord may have against Tenant, Landlord shall be entitled to sue Tenant for all actual damages, costs and expenses arising from Tenant committing an event of default hereunder and to recover all such damages, costs and expenses, including reasonable attorneys' fees at both trial and appellate levels.

29.08 Landlord Default; Tenant Remedies. In the event Landlord defaults or fails to perform any of its obligations under this Lease and such failure continues for sixty (60) days following receipt of written notice thereof from Tenant, then Landlord shall be deemed in default hereunder and Tenant shall thereafter be entitled to seek any remedy available at law or in equity. No event of default shall be deemed to have occurred if the cure for such failure cannot reasonably be completed within sixty (60) days and within such sixty (60) day period Landlord commences to cure such failure and diligently pursues the same to completion thereafter. A default pursuant to this Section shall not include invoices or amounts disputed by the Landlord.

29.09 Cumulative Rights and Remedies. All rights and remedies of the Parties under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided to a Party under applicable law.

ARTICLE 30
ADDITIONAL PROVISIONS

30.01 Non-Discrimination. The nondiscrimination provisions can be found in Article 47, Non-Discrimination, of the Master Developer Agreement.

30.02 No Right to Leasehold Mortgage. Tenant will not obtain a leasehold mortgage with respect to the Premises. Accordingly, this Lease does not convey any rights to the Tenant to do so. Should a leasehold mortgage become necessary and the terms and conditions of which can be agreed upon by the Parties, such terms and conditions may be added to this Lease by written amendment executed by both Parties.

30.03 Emergency/Hurricane Preparedness. The Tenant shall follow the Landlord's emergency evacuation and hurricane plan and its emergency evacuation and hurricane plan as submitted to, and approved by, Landlord which shall not be in conflict with the Landlord's emergency plans.

30.04 Conflict of Interest. The conflict of interest provisions can be found in Article 48, Conflict of Interest, of the Master Developer Agreement.

30.05 Inspector General Reviews: Pursuant to Miami-Dade County Administrative Order 3-20, the Landlord has the right to retain the services of an Independent Private Sector

Inspector General (hereinafter "IPSIG"), whenever the Landlord deems it appropriate to do so. Upon written notice from the Landlord, the Tenant shall make available to the IPSIG retained by the Landlord, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The Landlord shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Tenant's prices and any changes thereto approved by the Landlord, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Tenant, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the Landlord to conduct an audit or investigate the operations, activities and performance of the Tenant in connection with this Agreement. The terms of this Article shall not impose any liability on the Landlord by the Tenant or any third party.

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the Landlord from progress payments to the Tenant. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to this Lease as it does not apply to contracts which may be federally or state funded where federal or state law or regulations preclude such a charge or to lease agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Miami-Dade County contracts including, but not limited to, those contracts

specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed Miami-Dade County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to a contract. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Tenant, its officers, agents and employees, lobbyists, Miami-Dade County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Tenant from the Inspector General or IPSIG retained by the Inspector General, the Tenant shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Tenant's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

30.06 Governing Law and Venue. The governing law provisions and applicable venue shall be pursuant to Article 51, Governing Law, of the Master Developer Agreement.

30.07 Limiting Legislative or Judicial Action. In the event that any municipal, county, state, or federal body of competent jurisdiction passes any law, ordinance, or regulation in any way materially restricting or prohibiting the use of the Premises for the purposes of this Lease, this Lease will be null and void and unenforceable by any Party to this Lease and the Landlord shall have no further liability under this Lease. In the event that a referendum vote of the electorate of Miami-Dade County in any way restricts or prohibits the use of the Premises for the purposes of this Lease, this Lease will be null and void and unenforceable by any Party to this Lease and the Landlord shall have no further liability under this Lease. If the Landlord deems the Lease null and void by function of this Article, the Landlord will not be liable to the Tenant for damages arising there from and the Landlord shall have no further liability under this Lease.

30.8 Survival. The survival provisions can be found in Article 57, Survival, of the Master Developer Agreement.

30.9 Governmental Requirements. Tenant shall comply with all applicable statutes, ordinances, rules, orders, regulations and requirements of federal, state, county or municipal governments. Tenant shall, upon request, provide proof of compliance with all applicable required licenses, permits and other legal requirement. Tenant shall comply with the following Federal Transit Administration (FTA) requirements:

- Compliance with 49 C.F.R. 26.7 binding the lessee or transferee not to discriminate based on race, color, national origin or sex;
- 49 C.F.R. 27.7 and 49 C.F.R. 27.9 (b) and 37 binding the lessee not to discriminate based on disability and binding the same to compliance with the Americans with Disabilities Act with regard to any improvements constructed;
- Language contained in FTA Master Agreement, and as updated periodically, particularly relating to conflicts of interest, debarment and suspension;
- Continuing control of the property by the Landlord;
- Continued unobstructed public access to the system; and
- Non-interference with Landlord operations (which may include the need to sequence the fueling of public clients to avoid interference).

Appendix F

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease, with the intent for it to be legally binding, as of the day and year first above written.

Landlord:

MIAMI-DADE COUNTY

a political subdivision of the State of Florida

_____
Witness/Attest:

By:_____

Name:_____

_____
Witness/Attest:

Title:_____

Date signed: _____

Approved as to form
and legal sufficiency

_____
Assistant County Attorney

Tenant:

TRILLIUM TRANSPORTATION FUELS, LLC

_____
Witness/Attest:

By: _____

Name:_____

_____
Witness/Attest:

Title:_____

Date signed: _____

Attachment 1

Coral Way Location - Miami, FL
Miami-Dade Transit
Compressed Natural Gas Facility
CNG Public Access Station
Scope of Work
August 10, 2016

Project Description
The Scope of Work includes a list of major equipment and components for the installation of a new Public Access Compressed Natural Gas (CNG) fueling station. The CNG Public Access Station includes 2 lane public fueling area which will be accessible from SW 72nd Avenue. This will be separated from the transit bus base by a fence for security.

Project Location
Coral Way Bus Garage
Miami-Dade Transit
2776 SW 74th Ave
Miami, FL 33155

Detailed Scope of Work
Compressed Natural Gas Station

1. **Trillium Supplied CNG Equipment**
   A. Two (2) Public Dispensers with Fuel Management.
   B. One (1) Public Valve Panel.
   C. One (1) Canopy.

2. **Structural**
   A. Foundations and underground
      a. Trench for underground electric conduits and gas piping.
      b. Install concrete foundations for fueling canopy area.
   B. Equipment Installation
      a. Install 2 CNG dispensers including dispenser pits.
   C. Canopy
      a. Install public canopy footing foundations for each column, supply and install anchor bolts for each column.
   D. Fencing, CMU Wall & Bollards
      a. Demo one (1) 30ft opening in the existing fence along 72nd Ave for public fueling area. Install temporary security gate at openings. Remove curbs and trees as necessary.
      b. Provide temporary security fencing during construction around disturbed area.
      c. Supply and install 8ft chain link fence along 72nd Ave along new public driveway. Compact subgrade and install 6" base material below foundation.

3. **Mechanical**
   A. Supply and install tubing, piping and flanges from compressors to dispensers

4. **Electrical**
    a. Supply and install PVC below grade and RGS above grade conduit. Supply and install cable and seal offs.
    b. Supply and install conduit and cable to canopy lights.
    c. Supply and install ESD buttons on canopy columns.
    d. Supply and install lightning protection system for equipment area and canopy.
    e. Supply and install Avigilon 4k cameras; one for each lane on the public fueling.

5. **Commissioning and completion**
    A. Clean natural gas carbon steel pipe and stainless tube from shavings and debris.
    B. Pressure and leak test pipe and tubing. Provide reports
    C. Seal all electrical seal offs.
    D. Coordinate with inspectors.
    E. Test systems to verify performance.

6. **List of Drawings**
    A. S-1 PLOT LAYOUT
    B. S-2 CNG FUELING STATION EQUIPMENT LAYOUT AND PUBLIC FUELING SITE LAYOUT

Attachment 1

Attachment 1

Attachment 2
CNG Public Access Station at Coral Way Bus Depot
Project Budget

Coral Way - New Bid			OEMs / Specifications
CNG - Public Station	$ 871,163		
Engineering	$ 31,188		
Internal		$ 3,390	
External		$ 27,798	
Permitting	$ 9,831		
Project Management	$ 1,695		
Commissioning & Training	$ 1,695		
Public CNG Equipment	$ 198,654		
Controls & Networking		$ 5,763	Allen-Bradley CompactLogix
(2) Dispensers		$ 106,559	Kraus public-duty CNG dispenser, twin- and single-hose: 3500 scfm
(1) Fuel Management Terminal		$ 13,899	EJ Ward or equivalent
(1) Valve Panel		$ 47,702	Trillium hybrid valve panel
Safety Systems & Cameras		$ 9,186	(2) Avigilon HD Pro 4K cameras, Eaton ESD buttons, and 20 lb extinguishers
(1) Canopy		$ 65,070	Lane Supply CNG Canopy or equivalent
Valves		$ 2,825	SVF 6000 psi, stainless steel, rated for gas service. Models vary
Construction	$ 617,319		
Mechanical - Material		$ 41,522	
Mechanical - Labor		$ 57,766	
Civil - Material		$ 242,051	
Civil - Labor		$ 107,676	
Electrical - Material		$ 18,419	
Electrical - Labor		$ 50,285	
Freight	$ 10,781		

Attachment 3

BOND REQUIREMENTS

The payment and performance bonds shall have as the surety thereon only such surety company or companies as are acceptable to the Landlord and are authorized to write bonds of such character and amount in accordance with the following qualifications:

(a) All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest (1986 or later) edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,000 to 10,000,000	A VIII
Over 10,000,000	A IX

(b) On construction contract amounts of 500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the Surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;

2. Certifying that the Surety is otherwise in compliance with the Florida Insurance Code; and

3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss.31 U.S.C. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Accepted on Federal Bonds," published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

(c) For construction contract amounts in excess of 500,000 the provision of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on Treasury List.

(d) Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

(e) The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The contract bond must be counter signed by the surety's resident Florida agent.

Florida Statutes 255.05 provides for the following conditions to be made in all Contract Bonds relating to public projects. The same conditions shall be just as applicable for Cash used in lieu of the bond.

> "A claimant, except a laborer, who is not privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection.
>
> A claimant who is not privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.
>
> No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies."

The required bond(s) shall be written by or through and countersigned by a licensed Florida agent of the surety insurer pursuant to Section 624.425 of the Florida Statutes.

In the event the Surety on the bond(s) becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in its State of domicile or the State of Florida suspended or revoked as provided by law, or in the event of cancellation of the required bonds by the Surety, the Tenant shall furnish a replacement bond that meets the requirements herein.

Appendix G

Compression of Natural Gas
and
Maintenance of CNG Equipment

This Compression of Natural Gas and Maintenance Services Agreement for the County's CNG Fueling Stations is entered into this _____, day of _____ 2016, by and between Trillium Transportation Fuels, LLC, a limited liability company organized and existing under the laws of the State of Delaware, having its principal office at 1111 Bagby, Suite 2400, Houston, Texas 77002 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"), also, "Party/Parties".

WHEREAS, the County and Contractor have entered into a Master Developer Agreement, for the purposes of establishing a Compressed Natural Gas ("CNG") Program for Miami-Dade Department of Transportation and Public Works at Project Sites, of which this Compression of Natural Gas and Maintenance of CNG Equipment Agreement ("Agreement") is a part of such Master Developer Agreement specifically as Appendix G and a Sub-Agreement thereto and this Agreement is subject to all of the applicable provisions of the Master Developer Agreement, specifically including Articles 3, 4, 6, 13, 14, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 46, 47, 48, 49, 50, 51, 52, 54, 55, 56, and 57; and

WHEREAS, the County is purchasing CNG buses to replace diesel fueled buses, pursuant to Appendix B of the Master Developer Agreement, Bus Purchase Agreement for the purposes of establishing a CNG Program for the Miami-Dade County Department of Transportation and Public Works; and

WHEREAS, the County desires to procure certain compression and maintenance services for the County's CNG Fueling Stations from Contractor, and Contractor desires to provide the same to the County; and,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the parties agree as follows:

Appendix G

ARTICLE 1. DEFINITIONS
The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

"Adder" to mean a supplemental charge, in addition to the price for natural gas, per each DGE of CNG Fuel dispensed into County Vehicles or County Affiliates vehicles which were approved by the Contractor to fuel at a County Station or those for which approval is not required as specified herein.

"Agreement" or "Contract" to mean this agreement and all of its terms and conditions.

"Business Day" means any day other than a Saturday, Sunday or County holiday. If any time period set forth in this Agreement expires on a day other than a Business Day, such period shall be extended to the next succeeding Business Day.

"CNG" or "CNG Fuel" means compressed natural gas.

"CNG Equipment" means the equipment, systems and components to be installed on the Project Sites for the receipt of natural gas and processing, storage, handling, measuring, testing, safeguarding, controlling and dispensing of CNG Fuel.

"CNG Public Access Station" means the CNG fueling stations to be owned, constructed, operated and maintained by Contractor at the Project Sites.

"Commercial Operations Date" to mean the first date that a County Station is operational.

"Contract Year" to mean each yearly period after the Effective Date of this Contract.

"County Affiliates" means those County approved entities which provide transportation services for and on behalf of the County such as a third party which may provide services under contract with the County.

"County Station" means fueling station for CNG Fuel and diesel fuel to be owned by County and constructed by Contractor at a Project Site.

"County Vehicles" means any and all buses, transport and maintenance vehicles, automobiles and other vehicles owned or leased and operated by County which are fueled by CNG, whether or not such vehicles are located, stored, or otherwise maintained or scheduled at the Bus and Maintenance Facility.

"Creditor" means the party entitled to any and all Compression Fee Cost of Capital made by the County to pay for the County Stations and CNG Equipment.

"Department of Transportation and Public Works" (also, "DTPW") means the County department overseeing the functions of Miami-Dade Transit.

Appendix G

"DGE" means diesel gallon equivalent and is the amount of CNG Fuel it takes to equal the energy content of one US gallon of diesel and is equal to 139,000 BTU (British thermal units) for the purposes of this Agreement.

"Effective Date" means the date this Contract becomes effective which will be established by the Commercial Operations Date.

"Fueling Pump Compression Standard" means the pressure to which the CNG Fuel is compressed at the fueling pump(s) at the County Stations prior to being placed into the Fuel Tanks of the CNG vehicles.

"Fuel Tank" or "Tanks" means the fuel tanks on the vehicles into which CNG Fuel will be used.

"Maximum Tank Compression Specification" means, in connection any vehicle, the manufacturer's specifications for the Fuel Tank on that vehicle which sets forth the maximum pressure per square inch that the Fuel Tank can be filled with CNG under pressure.

"Minimum Annual Volume" means the minimum amount of CNG Fuel to be purchased and received or otherwise paid by County each Contract Year. The Minimum Annual Volume shall include the CNG Fuel which County purchases at a CNG Public Access Station to fuel County Vehicles as a result of failure to provide CNG Fuel at a County Station by Contractor and CNG Fuel purchased by County Affiliates which were approved by the Contractor to fuel at a County Station or those for which approval is not required as specified herein. To the extent a Contract Year is less than twelve (12) months of full operation, then, in that event, the Minimum Annual Volume will be pro-rated for such period for the purposes of determining the amount owed by the County to the Contractor.

"Project Sites" means those sites further defined in Article 13 of the Master Developer Agreement.

"Prudent Practice" means the practices, methods, and acts (including the practices, methods, and acts engaged in or approved by a significant portion of the applicable industry), that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with applicable laws, codes, standards, equipment manufacturer's recommendations, reliability, safety, environmental protection, cost effectiveness, and expedition, which are not limited to the optimal practices, means, methods and acts under the applicable circumstances.

"Replacement CNG Fuel" means CNG Fuel purchased at locations other than the County Station or CNG Public Access Station.

"Required Minimum Compression Fueling Standard" means the manufacturer's specifications for the CNG Fuel Tank on that vehicle (but not exceeding the Maximum Tank Compression Specification) which sets forth the optimum pressure per square inch that the CNG Fuel Tank can be compressed with CNG Fuel so as to be considered a maximum compressed CNG Fuel Tank and, therefore, a full CNG Fuel Tank.

"Therm" means a unit of heat equal to 100,000 BTU (British thermal units) for the purposes of this Agreement.

"Third-Party Vehicles" means vehicles owned by third parties utilizing CNG Public Access Stations.

"Unexcused Failure" means non-performance or delay in performance by Contractor of its obligations and covenants under the Agreement which is not caused by or does not result from a Force Majeure event affecting the Contractor, regardless of whether such non-performance or delay in performance was cured after notice by the County or would constitute or result in an Event of Default.

"Work" or "Services" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. SCOPE OF WORK

The County's Department of Transportation and Public Works provides transportation in Miami-Dade County for its residents and other patrons of the Bus Transit System. In replacing diesel buses with CNG Fuel propelled buses, the County is reliant on the Contractor to provide CNG Fuel for its operation. Through this Agreement, the Contractor is required to provide sufficient CNG Fuel and to maintain the County Stations and all applicable CNG Equipment for fueling County Vehicles 24 hours per day, seven days a week.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work that is necessary for the completion of this Contract and render full and prompt cooperation with the County in all aspects of the Work performed hereunder. The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Agreement. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager and in accordance with the Master Developer Agreement.

Contractor shall compress natural gas and maintain all CNG Equipment at the County Stations. The Contractor shall either purchase and provide the natural gas for compression or the County may opt to purchase the natural gas from another contractor for the Contractor to compress. The supply and cost of the natural gas commodity is provided for in Appendix D to the Master Developer Agreement, CNG Vehicle Fuel Purchase Agreement.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract to include the following:

a) The Contractor shall continuously compress natural gas procured and/or received at County Stations and store and sell to County at County Stations quantities of CNG Fuel sufficient to meet the CNG Fuel requirements of County Vehicles, as further detailed herein.

b) The Contractor shall continuously compress natural gas procured and/or received at the County Stations, and store at County Stations and sell to third parties at CNG Public Access Stations quantities of CNG Fuel sufficient to meet the demands of Third-Party Vehicles in

accordance with Appendix E and Appendix F to the Master Developer Agreement which are the Lease Agreements for the CNG Public Access Stations. If the County desires to provide CNG Fuel to third parties at a public access station after the expiration or termination of said Lease Agreement(s) with the Contractor, the Contractor shall continuously compress natural gas at the applicable County Station and store CNG at the County Station, for the County or a third-party contractor, as the case may be, to provide CNG fuel at a public access station. Such arrangement shall be subject to the CNG Equipment capacity.

c) The County shall provide written notice to Contractor of County Affiliates which will fuel at County Stations. The Contractor reserves the right to approve such County Affiliates to fuel at the County Stations. Notwithstanding the forgoing, the County is not required to gain Contractor approval for County Affiliates on contracts entered into after the Effective Date of this Agreement or for fixed-route service providers. The Contractor shall continuously compress natural gas procured by the County and/or received at the County Stations and store at County Stations quantities of CNG Fuel sufficient to meet the demands of County Affiliates.

d) Contractor shall be responsible for delivering CNG Fuel in accordance with the Fuel Quality requirements in Section 4, paragraph "e" below. If the Contractor fails to meet such Fuel Quality requirements, Contractor shall be liable to the County for any resulting damage directly arising from such failure. However, Contractor's liability for such damage shall be limited to the extent the damage to a CNG bus is caused by Contractor's failure to meet the Fuel Quality requirements below. County shall be responsible for draining fuel filters on the bus and performing other bus maintenance per applicable New Flyer and Cummins Westport requirements and Contractor shall not be liable for damage caused to a CNG bus due to County's failure to perform such maintenance. The County will provide its preventative maintenance records for a CNG bus which the County claims is damaged by the quality of the CNG Fuel, upon Contractor's request.

e) Fuel Quality
   (i) Moisture Content. CNG dispensed to County Vehicles shall meet the moisture content requirement as specified by the SAE standard J-1616, based on a low ambient temperature of thirty-five degrees (35°) Fahrenheit.
   (ii) Oil Content. CNG fuel at any dispenser outlet shall contain no more than thirty (30) PPM (parts per million) by mass of compressor lube oil.

   If the County has reason to believe that CNG Fuel does not meet the requirements listed under this Section, the Contractor shall have the CNG Fuel from the dispenser nozzle tested by a method approved by the County and the Contractor, which shall include a third-party laboratory to test for the suspected noncompliance. The County's reasonable and documented costs for any test with a positive result (i.e. noncompliance of specification) shall be borne by the Contractor. The Contractor's reasonable and documented costs for any test with a negative result (i.e., compliance with requirements) shall be borne by the County.

f) CNG Equipment shall be maintained to ensure the CNG Equipment is continuously operational for its intended use and in accordance with the manufacturer's recommended standards.

g) If at any time, or if it appears imminent that, Contractor will be unable to timely provide CNG Fuel to the County Vehicles at a County Station, Contractor shall immediately give notice to the County and the Parties will work together to make alternate arrangements to provide CNG Fuel for the County Vehicles pending Contractor's ability to begin or resume full performance. Alternate arrangements will include, at the County's option, the right of the County to fuel at CNG Public Access Stations before any third party, or Replacement CNG Fuel, and any alternate arrangement must provide the CNG Fuel at the same quality level and requirements herein.

Once the first Public Access Station or the second County Station commences operations, whichever occurs first, Contractor shall provide a Replacement CNG Fuel Plan for County's approval. The plan will be updated by the Contractor thereafter as additional County Stations or Public Access Stations commence operations, or as any additional local CNG Fuel sources capable of fueling the County Vehicles become available.

h) The purchase of the natural gas to be compressed is contained in Appendix D of the Master Developer Agreement, Compressed Natural Gas Vehicle Fuel Purchase Agreement. In the event the County elects to obtain/purchase natural gas through a different contractor, the Contractor shall continue to compress natural gas obtained by County and provide CNG Fuel at County Stations and sell at CNG Public Access Stations as stipulated herein.

i) Contractor shall maintain an internal control structure consistent with Prudent Practice to measure and record transactions and generate financial records for the purposes of preparing financial statements and reports. The internal control structure shall be documented in written policies and procedures and provided to the County upon request. Contractor shall retain supporting documentation for all refunds and voided transactions.

j) Contractor shall become familiar with the fueling operations at the Project Sites and shall conduct all maintenance, repair, services or other Work on the CNG Equipment so as to provide minimum or no disruption to DTPW operations.

k) Concurrent with or prior to the Effective Date of this Agreement, Contractor shall present to the County its Maintenance Plan for the periodic service and maintenance suitable for the County Stations, and keep the County advised of updates to said plan, including advance notice of any periods when any or all of a County Station or CNG Equipment is unavailable for normal use.

l) Contractor shall have maintenance and repair personnel or contractors on call to perform emergency or required repairs and maintenance. In the event of an emergency at a County Station, Contractor shall acknowledge the event electronically or by phone to the County within one (1) hour, arrive at the subject Project Site within two (2) hours of the event, and restore the operation of the Station as soon as is commercially reasonable. These response times will be calculated from either County provided notice or CNG Equipment system notice to the Contractor, whichever occurs first. Contractor shall maintain and repair all CNG Equipment and components on the Project Sites, except to the extent maintenance and repair is the obligation of a utility serving the Project Site or the County. An "emergency" as used herein means a major gas leak, an inoperable station or the inability by the County to fuel vehicles.

m) Contractor shall advise County immediately of any safety or other concern observed or identified by Contractor regarding the CNG Equipment or surrounding area to include area lighting.

n) County shall be responsible for ongoing costs of telecom, electrical power and any other utility at the Project Sites which are required for the operation of the County Stations, including providing the diesel fuel for the generator.

o) All CNG Fuel must conform to Florida State Department of Agriculture and Consumer Services Division of Standards Chapter 5F-2, the latest applicable American Society for Testing and Materials (ASTM) standards corresponding to Miami-Dade County for the CNG Fuel type and the latest standards established by the Environmental Protection Agency (EPA).

p) County shall be responsible for all maintenance of the CNG buses per applicable New Flyer and Cummins Westport requirements.

q) County is responsible for damage to County Stations by County Vehicles. For damage to the CNG Equipment caused by a County Vehicle, Contractor will advise the County of the cost to repair, and upon County approval, will perform the repair and invoice the County separately.

ARTICLE 3. CONTRACT TERM

a) This Agreement shall commence on the Commercial Operations Date of the first County Station to begin operations and shall continue through the last day of the ten (10) year period.

b) The County, at its sole discretion, reserves the right to exercise the option to renew this Agreement for two (2) additional five (5) year periods, but in no event longer than the Master Developer Agreement is in effect.

c) The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 4. PAYMENT

Additional payment terms and conditions are contained in the Master Developer Agreement. The prices below do not include the cost for the natural gas to be compressed at the County Stations, which will be paid in accordance with the prices established in Appendix D to the Master Developer Agreement, CNG Vehicle Fuel Purchase Agreement, or the costs for diesel or gasoline and electrical power which are the responsibility of the County.

a) Adder Prices:
For the natural gas purchased as CNG Fuel at the County Stations, the County shall pay to Contractor Adders each month in an amount equal to the Compression Fee Cost of Capital + Compression Fee Cost of Operation & Maintenance where:

1. Compression Fee Cost of Capital shall be per Therm for all CNG Fuel purchased during each calendar month and will be charged until the County reaches the Minimum Annual Volume for the applicable County Station in a given Contract Year.

	Tax Exempt Capital Adder per Therm	Taxable Capital Adder per Therm
Central Bus Depot	0.380	0.390
Coral Way Bus Depot	0.334	0.342

Note: The above Adders for Compression Fee Cost of Capital are maximum amounts based on the Contractor guarantee of a maximum tax exempt 3.5% financing rate and maximum taxable 4.0% financing rate. The actual loan structure (i.e., tax exempt or taxable) and financing rate will be set at the financing closing. If the actual financing rate is lower, the applicable Adder for Compression Fee Cost of Capital will be adjusted accordingly to reflect such decrease.

and

2. Compression Fee Cost of Operation & Maintenance shall be $0.19 per Therm which is Contractor's charge for operations & maintenance service for the CNG Equipment, including all materials, labor, profit and overheads, consumables, scheduled and unscheduled repairs, taxes, insurances, management and related expenses, and all other costs.

The Adders are the same in the event County utilizes a CNG Public Access Station for its County Vehicles, and County Affiliates which were approved by the Contractor to fuel at a County Station or those for which approval is not required as specified herein, due to Contractor's failure to provide sufficient CNG Fuel for County Vehicles.

The County may at any time choose to pay the capital costs of the CNG Stations in lieu of continuing with the Compression Fee Cost of Capital. Such payoff amount will include the remaining cost of the County Station per Appendix C, Design and Construction Administration Agreement not already paid for by any Adder for Compression Fee Cost of Capital payments, plus the financing costs required to be paid by the Contractor in order to pay off any loan for the County Station per item "d" below. In the event this Agreement is terminated, the County shall remain liable to the Creditor for an amount equal to the remaining payments that would have been paid per this Agreement for the Adder for Compression Fee Cost of Capital up to the Annual Minimum Volume per year. If this Agreement is terminated before the second County Station is operational, then the County's liability to the Creditor for that Station shall be limited to the cost of the completed portion of construction for that station.

b) Adder Price Adjustments:

1. The Compression Fee Cost of Capital shall remain firm and fixed for the initial 10-year term of the Contract and shall not apply to any option or extension period.

2. The Compression Fee Cost of Operation & Maintenance shall, on each yearly anniversary date of this Agreement (the "Adjustment Date"), be automatically adjusted by the Contractor to reflect increases or decreases in the National Consumer Price Index (CPI) for All Urban Consumers, U.S. City Average (All Items; 1982-84 = 100) as issued by the U.S. Department of Labor, Bureau of Labor Statistics.

The first CPI adjustment shall be the percent change from the first published month as of the Effective Date of this Agreement until the most recent published month as of the first Adjustment Date. Thereafter, each subsequent CPI adjustment shall be calculated from the last month used to the most recent published month as of the current Adjustment Date. At each Adjustment Date, the Adder shall be calculated as the then current Adder plus the product of the then current Adder multiplied by the percent change. Notwithstanding the above calculation for CPI or the agreement of a substitute index/method, in the event any yearly increase or decrease, as calculated pursuant to the above, exceeds three percent (3%), then

the increase or decrease for that year will be capped at three percent (3%).

If the manner in which the CPI is determined by the Bureau of Labor Statistics shall be substantially revised after the effective date of the Master Developer Agreement, or if the CPI shall become unavailable to the public or discontinued, County and Contractor will mutually agree on a substitute comparable index or method to calculate inflation or deflation in the market.

c) Minimum Annual Volume:
The Minimum Annual Volume is 3,523,650 Therms for Year 1 and 5,631,429 for Years 2 through 10 of the Contract for the Central Bus Depot.

The Minimum Annual Volume is 3,523,650 Therms for Year 1 and 5,631,429 for Years 2 through 10 of the Contract for the Coral Way Bus Depot.

The Minimum Annual Volume will be used for the purposes of calculating the total amount in each Contract Year to be paid for the capital costs of the County Stations through the Adder for Compression Fee Cost of Capital.

While no guarantee is expressed or implied as to actual quantities of CNG Fuel to be purchased, the County has the obligation to purchase enough CNG Fuel to meet the Minimum Annual Volume at each County Station during each Contract Year, or otherwise pay for the difference between the amount that the Adder for Compression Fee Cost of Capital for the County Station would be for the Minimum Annual Volume in that Contract Year and the actual amount of the Adder for Compression Fee Cost of Capital paid for the County Station. On each anniversary date of this Agreement, if the number of Therms invoiced to the County during the previous Contract Year is less than the Minimum Annual Volume identified above, the Contractor shall invoice the County the difference calculated as described above.

Conversely, the Adder for Compression Fee Cost of Capital for a County Station will not be charged, billed or applicable to the County for the remainder of a Contract Year once the County reaches the Minimum Annual Volume for a County Station in that Contract Year.

The Contractor anticipates securing a loan facility in conjunction with the execution of this Agreement. Such loan, and any subsequent transfer of said loan, requires prior written notice to the County by the Contractor.

The County is the sole and beneficial owner of the County Station and CNG Equipment (collectively the "Collateral") and (a) no lien exists on the Collateral; (b) the provisions of any such loan agreement between the Creditor and the County are effective to create, in favor of the Creditor, legal, valid and enforceable liens on the Collateral; (c) the CNG Equipment is in good working order and repair; and (d) except for the filing of any such loan agreement and other necessary instruments as determined by the Creditor, no filing, recording, publication or registration of any financing statement or other document or instrument will be necessary or advisable in order to create, in favor of the lender, a valid first priority security interest in the Collateral.

d) Pricing for Natural Gas obtained by the County:
Should the County choose the option to purchase the natural gas from another contractor, the price to the Contractor for such natural gas shall be as stipulated in Appendix E and Appendix F of the Master Developer Agreement.

e) Pricing for Option to Renew Years or Extension Periods:

1. The Adder for the Compression Fee Cost of Capital shall not apply to any option or extension period.

2. The Adder for the Compression Fee Cost of Operation & Maintenance shall be the same as stated above during the option to renew years and any extension periods.

f) Method and Times of Payment:
The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor will bill the County once per month, upon invoices certified by the Contractor pursuant to the prices stated above.

g) Rebates and Credits:
The Contractor shall pursue credits, rebates and other forms of financial consideration based upon sales of CNG Fuel to County for County Vehicles. The Contractor will (i) immediately advise the County of said credit and rebate programs in detail and furnish to the County any and all information that the Contractor has obtained in connection with said matter, including the amounts of any such credits, rebates or other financial consideration, and (ii) pay to the County any credit, rebate or other financial consideration actually received, which payment shall be made within thirty (30) calendar days after the receipt or recognition, as the case may be, by the Contractor of said credit, rebate or other financial considerations.

ARTICLE 5. LIQUIDATED DAMAGES

The requirement for the Contractor to provide sufficient CNG Fuel is paramount to the County's Bus Transit System. In the event of Contractor's failure to provide sufficient and properly compressed CNG Fuel, or to maintain the CNG Equipment, to meet the Required Minimum Compression Fueling Standard as specified in this Agreement, it would be difficult to determine the exact amount of the loss or damages suffered by the County due to the Contractor's failure to perform the Work; therefore it is mutually agreed that the amount of said damages to be paid by the Contractor to the County shall be:

1. Liquidated Damages in the amount of $70 per hour, per bus or vehicle for delay in suppyling required CNG Fuel for County Vehicles, to a maximum of $400 per calendar day, per bus or vehicle and capped in the aggregate at $10,000 per day; and

2. Liquidated Damages in the amount of the Adder for Compression Fee Cost of Capital per Therm of CNG fuel purchased from a source other than a County Station.

The liquidated damages amount is applicable if the failure to supply sufficient CNG Fuel is due to a failure to properly compress natural gas and dispense the CNG Fuel in accordance with the requirements of this Agreement. The failure to provide natural gas to be compressed is covered in Appendix D to the Master Developer Agreement, CNG Vehicle Fuel Purchase Agreement. The Contractor agrees to pay the stated amounts as fixed, agreed liquidated damages, and not by way of penalty. The Contractor shall pay the liquidated damages to the County within 30 calendar days after receipt of a written demand by the County. The amounts of the liquidated damages in item "1" above shall automatically be adjusted at every annual anniversary date of this Agreement to reflect increases in the National Consumer Price Index (CPI) for All Urban Consumers, U.S. City Average (All Items; 1982-84 = 100) as issued by the U.S. Department of Labor, Bureau of

Labor Statistics. The first CPI adjustment shall be the percent change from the first published month as of the effective date of this Agreement until the most recent published month as of the first adjustment date. Thereafter, each subsequent CPI adjustment shall be calculated from the last month used to the most recent published month as of the current adjustment date. At each adjustment date, such liquidated damages amounts shall be calculated as the then current liquidated damages amounts plus the product of the then current liquidated damage amounts multiplied by the percent increase change.

This clause will not apply to any failure to perform the Work due to a Force Majeure as stated herein, if the Contractor, within five (5) calendar days of any such failure to perform, provides notice to the County in writing of the causes of same and the facts relating thereto.

ARTICLE 6. INSURANCE

The Contractor shall furnish to the Internal Services Department/Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below. In addition to the referenced certificates, Miami-Dade County reserves the right to request the applicable policy (policies) in its entirety.

A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis, including Explosion, Collapse and Underground Hazards, Products and Completed Operations Liability coverage in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, including Garage Keeper's Legal Liability, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

D. Pollution Liability Insurance in an amount not less than $5,000,000 combined single limit per occurrence for bodily injury, property damage and environmental impairment. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

E. Umbrella/Excess Liability policy follow form of the Commercial General, Automobile, Professional and Pollution Liability in an amount not less than $25,000,000 per occurrence. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

Appendix G

The company must be rated no less than "**A-**" as to management, and no less than "**Class VII**" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: **CERTIFICATE HOLDER MUST READ:**

MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) Business Days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) Business Days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) Business Days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County may suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this Contract.

ARTICLE 7. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible

for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to this Contract which may be federally or state funded where federal or state law or regulations preclude such a charge. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 8. AUDITS SPECIFICALLY FOR CNG FUEL PROVISION

On an annual basis, Contractor shall provide to the County copies of financial reports that are comprised of the details of the amount of CNG Fuel sold at County Stations and CNG Public Access Stations as well as Contractor's calculation of CNG Fuel price per DGE charged to the County during the prior Contract Year, noting if different than amounts invoiced along with the justification for the discrepancy, no later than thirty (30) calendar days after the end of each Contract Year. Contractor shall keep and maintain accurate records of all CNG Fuel sales at the County Stations and CNG Public Access Stations and shall, subject to this Article, make records relating to the cost of CNG procurement and transportation available to the County on request and under commercially-reasonable conditions.

Appendix G

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date herein above set forth.

Contractor	Miami-Dade County
By: _____	By: _____
Name: Jon P. Fjeld-Hansen	Name: Carlos A. Gimenez
Title: Vice President	Title: Mayor
Date: 9/1/2016	Date: _____
Attest: _____	Attest: _____
Corporate Secretary/Notary Public	Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
	_____
	Assistant County Attorney

ASHLEY DUPLECHIEN
Notary Public, State of Texas
Comm. Expires 02-17-2020
Notary ID 130642796

Memorandum

To: Honorable Chairman Esteban Bovo, Jr.
and Members, Board of County Commissioners

From: Charles Scurr, Executive Director

Date: January 13, 2017

Re: **CITT AGENDA ITEM 7A:**
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS (BCC) APPROVE AWARD OF A MASTER DEVELOPER AGREEMENT, CONTRACT NO. 00096, COMPRESSED NATURAL GAS PROGRAM FOR MIAMI-DADE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS, TO TRILLIUM TRANSPORTATION FUELS, LLC IN A TOTAL AMOUNT NOT TO EXCEED **$428,773,000.00** FOR AN INITIAL TEN-YEAR TERM WITH AN OPTION TO RENEW UP TO TEN (10) YEARS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO GIVE NOTICE OF THIS AWARD, ISSUE THE APPROPRIATE PURCHASE ORDERS TO GIVE EFFECT TO SAME, EXECUTE THE CONTRACT INCLUDING THE SUB-AGREEMENTS WHICH ARE APPENDICES B, C, D AND G THERETO, AND EXERCISE ALL PROVISIONS OF THE CONTRACT PURSUANT TO SECTION 2-8.1 OF THE CODE AND IMPLEMENTING ORDER 3-38; AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR SUCH PURPOSES; WAIVING THE REQUIREMENTS OF RESOLUTION NO. R-130-06 AND DELEGATING TO THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE THE AUTHORITY TO FINALIZE NEGOTIATIONS, AWARD AND EXECUTE LEASE AGREEMENTS WHICH ARE SUB-AGREEMENTS TO THE CONTRACT AND APPENDICES E AND F THERETO, TO TRILLIUM TRANSPORTATION FUELS, LLC FOR COUNTY PROPERTY AT THE CENTRAL BUS DEPOT AND CORAL WAY BUS DEPOT, UPON APPROVAL OF THE LEASE AGREEMENTS BY THE FEDERAL TRANSIT ADMINISTRATION AND APPROVAL FOR LEGAL SUFFICIENCY BY THE COUNTY ATTORNEY'S OFFICE; AUTHORIZING THE COUNTY MAYOR, OR THE COUNTY MAYOR'S DESIGNEE, TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED IN THE LEASE AGREEMENTS EXCEPT WHERE A LEASE AGREEMENT EXPRESSLY RESERVES A RIGHT TO THE BOARD OF COUNTY COMMISSIONERS; AND DIRECTING THE COUNTY MAYOR, OR COUNTY MAYOR'S DESIGNEE, TO PROVIDE AN EXECUTED COPY OF THE LEASE AGREEMENTS TO THE PROPERTY APPRAISER'S OFFICE WITHIN 30 DAYS OF THEIR RESPECTIVE EXECUTIONS **(BCC Legislative File No. 162416)**

On January 12, 2017, the CITT voted (12-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 17-016. The vote was as follows:

Hon. Anna E. Lightfoot-Ward, Ph.D, Chairperson – Aye
Glenn J. Downing, CFP®, 1st Vice Chairperson – Aye
Joseph Curbelo, 2nd Vice Chairperson – Aye

Alfred Holzman – Aye
Peter L. Forrest – Absent
Jonathan Martinez – Aye
Miles E. Moss, P.E. – Aye
Marilyn Smith – Aye
Hon. Linda Zilber – Aye

Oscar Braynon – Aye
Prakash Kumar – Aye
Alicia Menardy, Esq – Aye
Paul J. Schwiep, Esq. – Absent
L. Elijah Stiers, Esq. – Aye

cc: Alina Hudak, Deputy Mayor
Bruce Libhaber, Assistant County Attorney