

City of Doral

# DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

# REFERENCE DOCUMENT R-1 PEDESTRIAN BRIDGE APPROVED DESIGN

### **City of Doral**

# Pedestrian Bridge Concept Design

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Bicycle & Pedestrian Bridge



# **PEDESTRIAN BRIDGE – DAYTIME RENDERING**





# **PEDESTRIAN BRIDGE – NIGHTIME RENDERING**

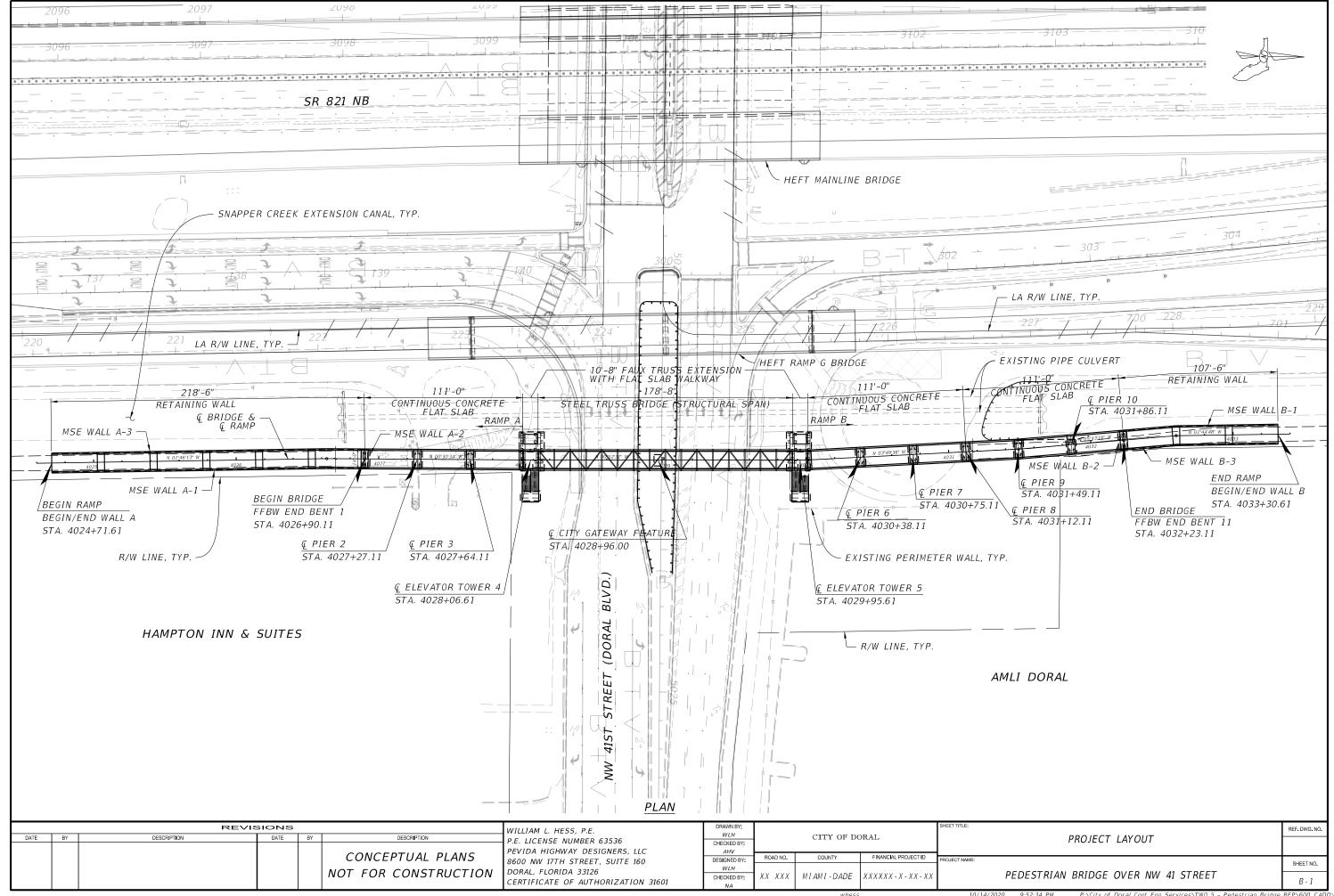


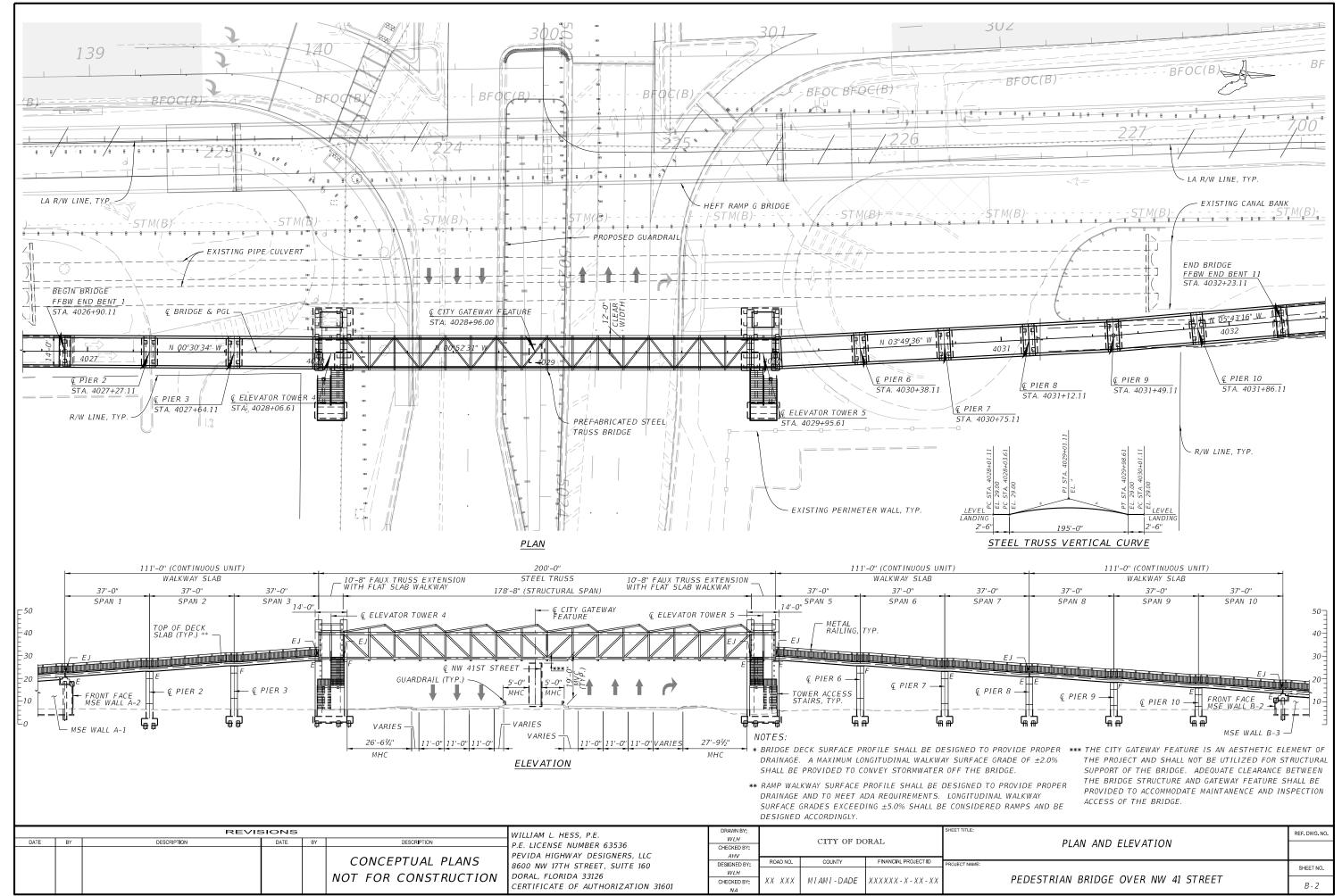


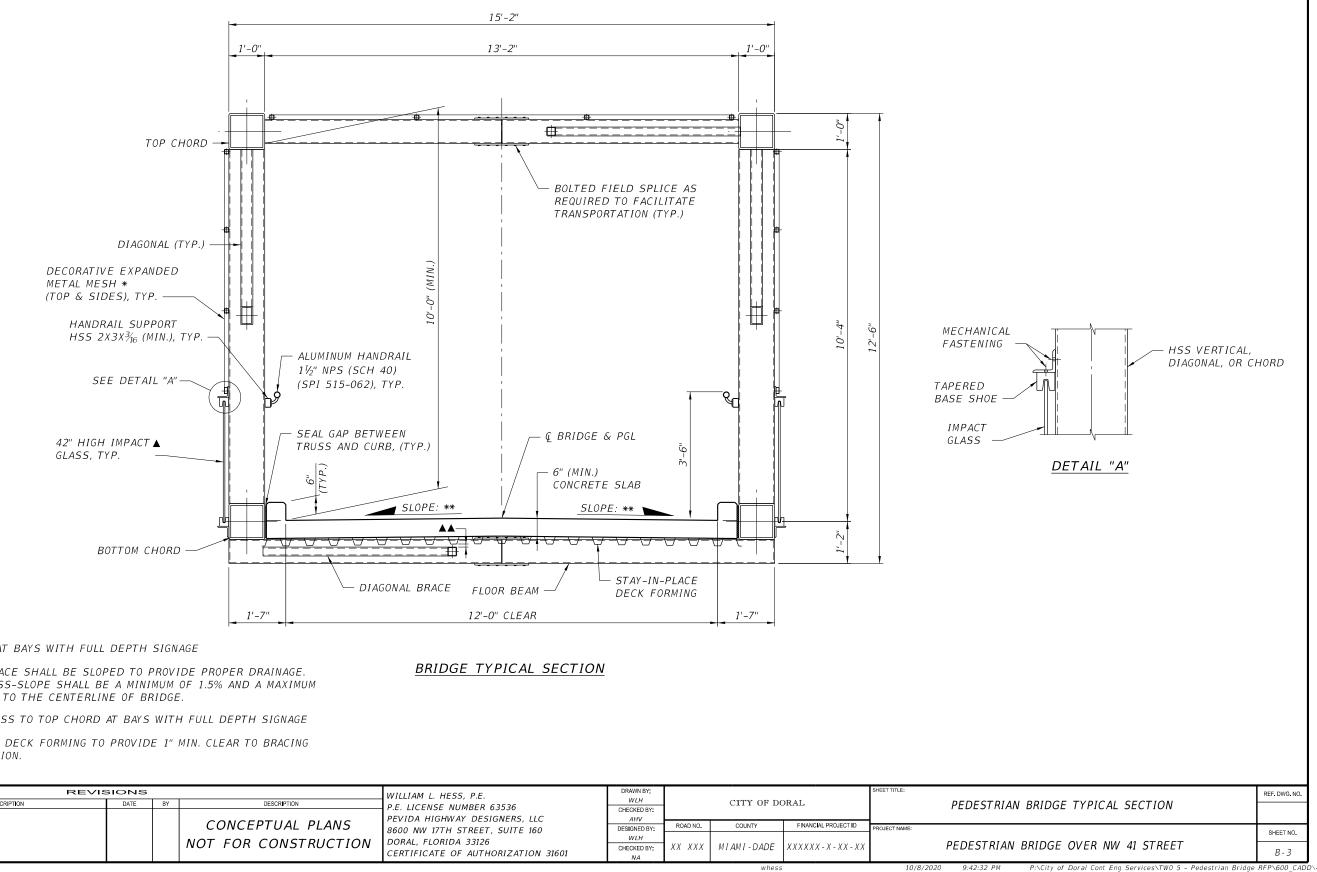
City of Doral

# DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

## **REFERENCE DOCUMENT R-2 PEDESTRIAN BRIDGE CONCEPT PLANS**



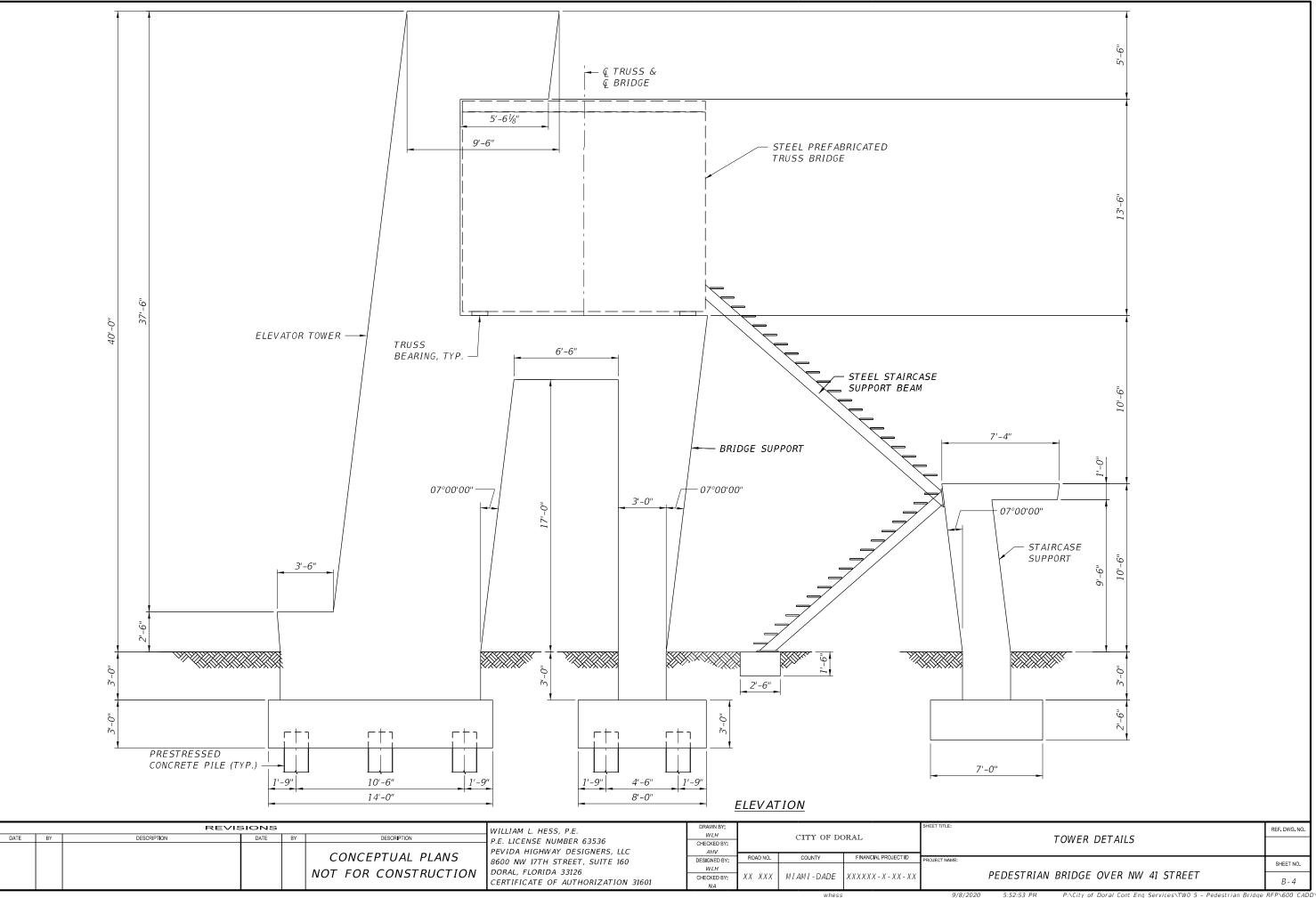




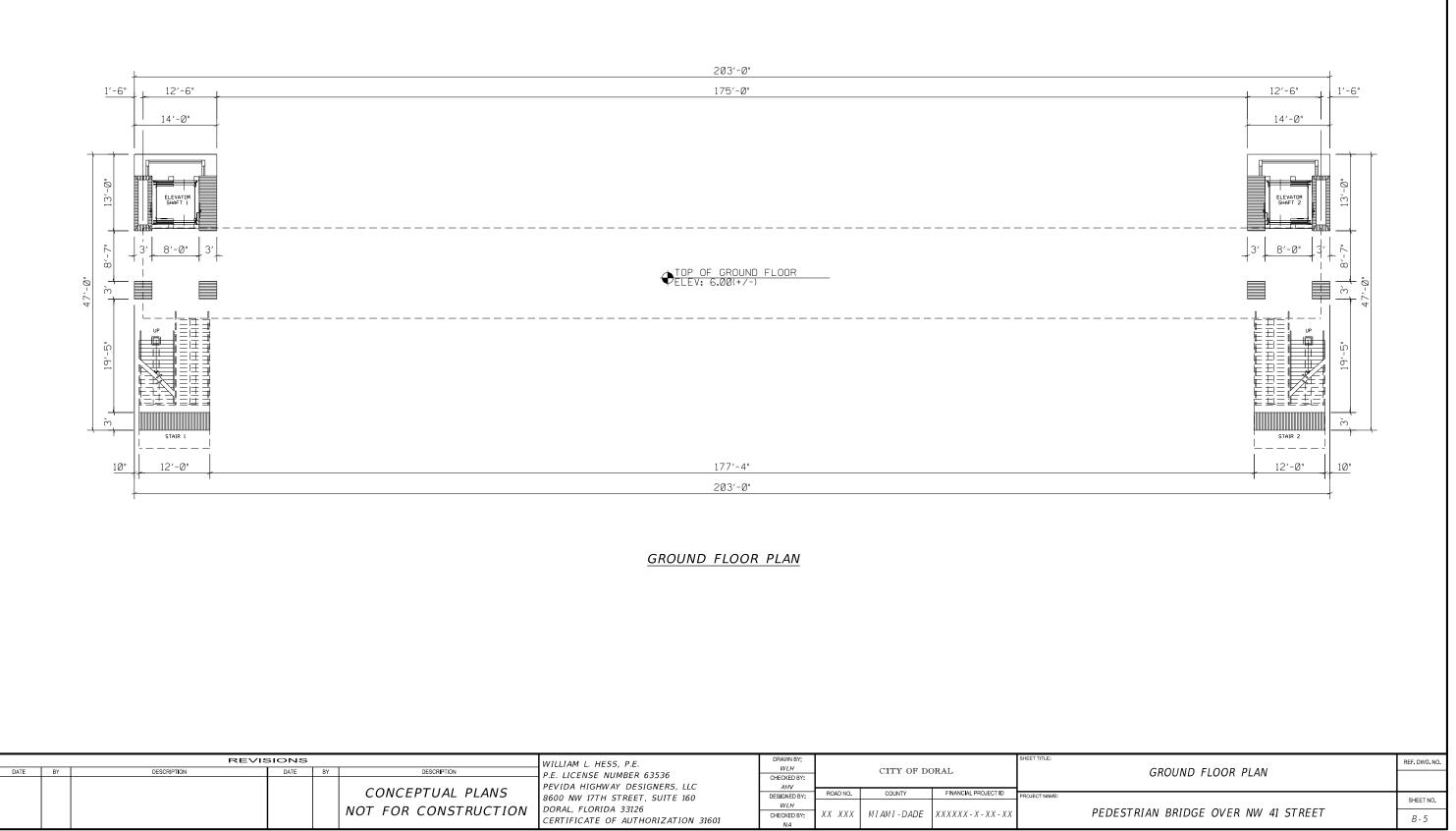
#### NOTES:

- \* OMIT METAL MESH AT BAYS WITH FULL DEPTH SIGNAGE
- \*\* BRIDGE DECK SURFACE SHALL BE SLOPED TO PROVIDE PROPER DRAINAGE. DECK SURFACE CROSS-SLOPE SHALL BE A MINIMUM OF 1.5% AND A MAXIMUM OF 2% TRANSVERSE TO THE CENTERLINE OF BRIDGE.
- ▲ EXTEND IMPACT GLASS TO TOP CHORD AT BAYS WITH FULL DEPTH SIGNAGE
- ▲▲ DESIGN AND DETAIL DECK FORMING TO PROVIDE 1" MIN. CLEAR TO BRACING FOLLOWING DEFLECTION.

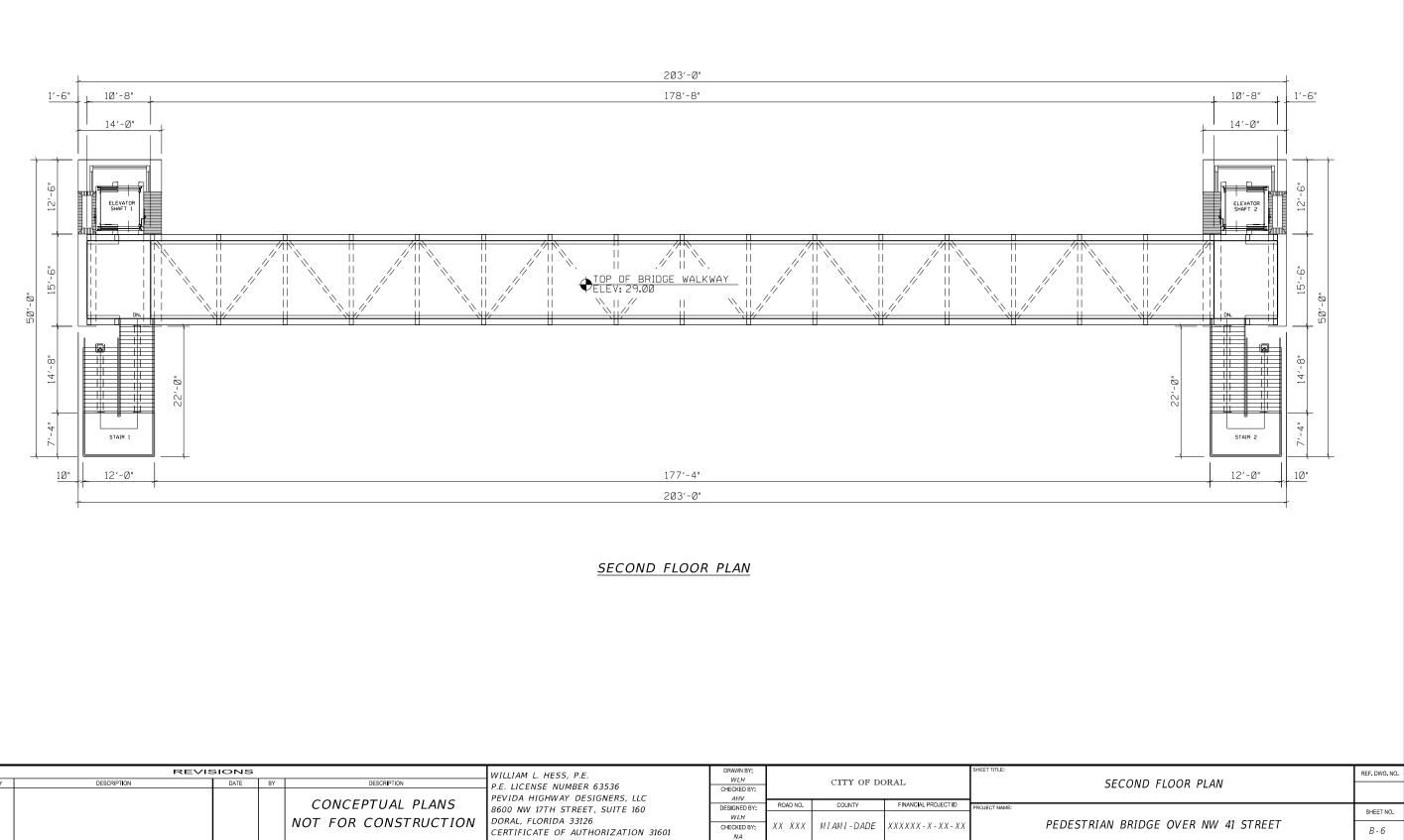
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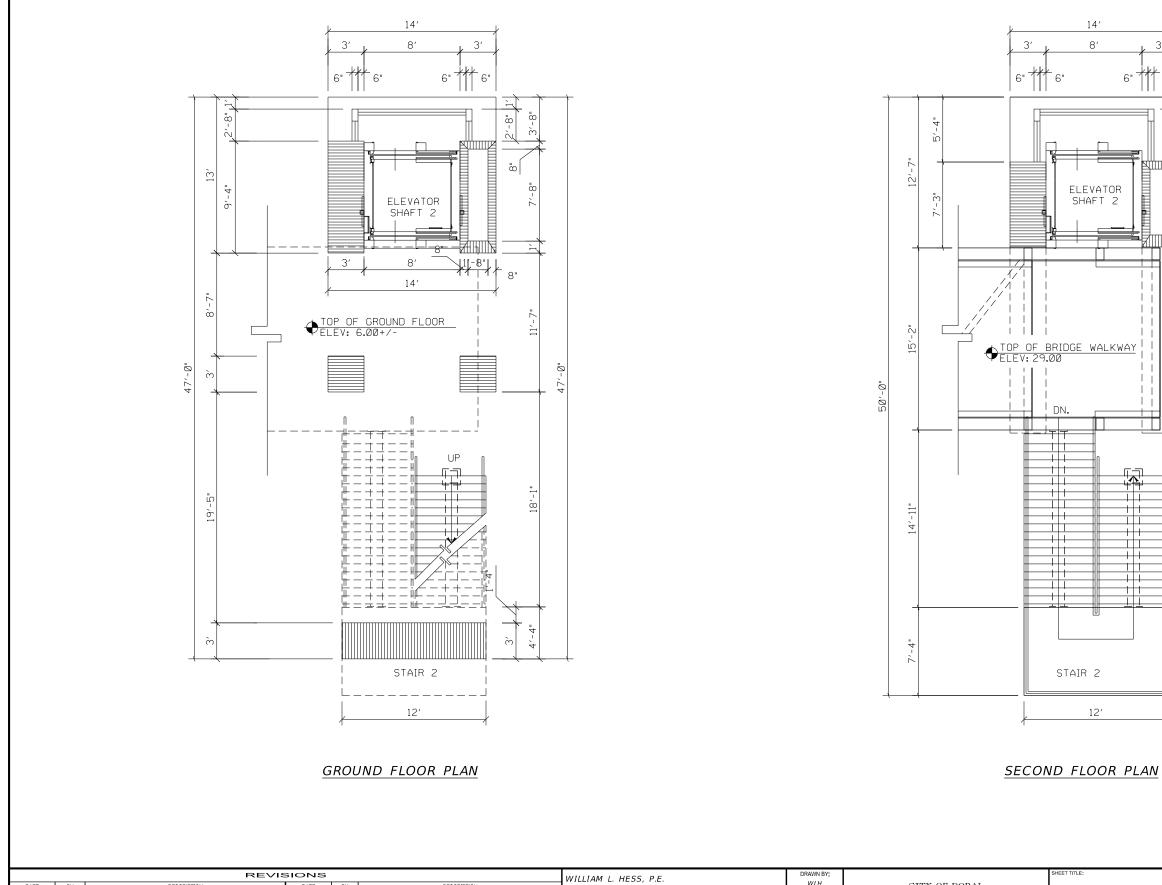


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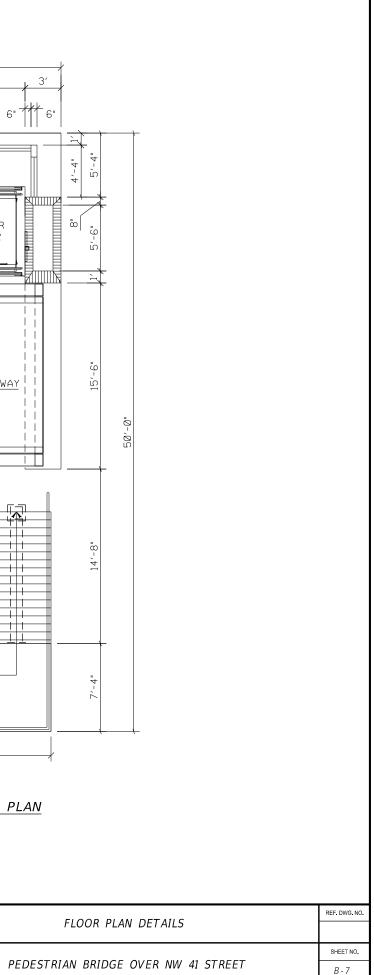


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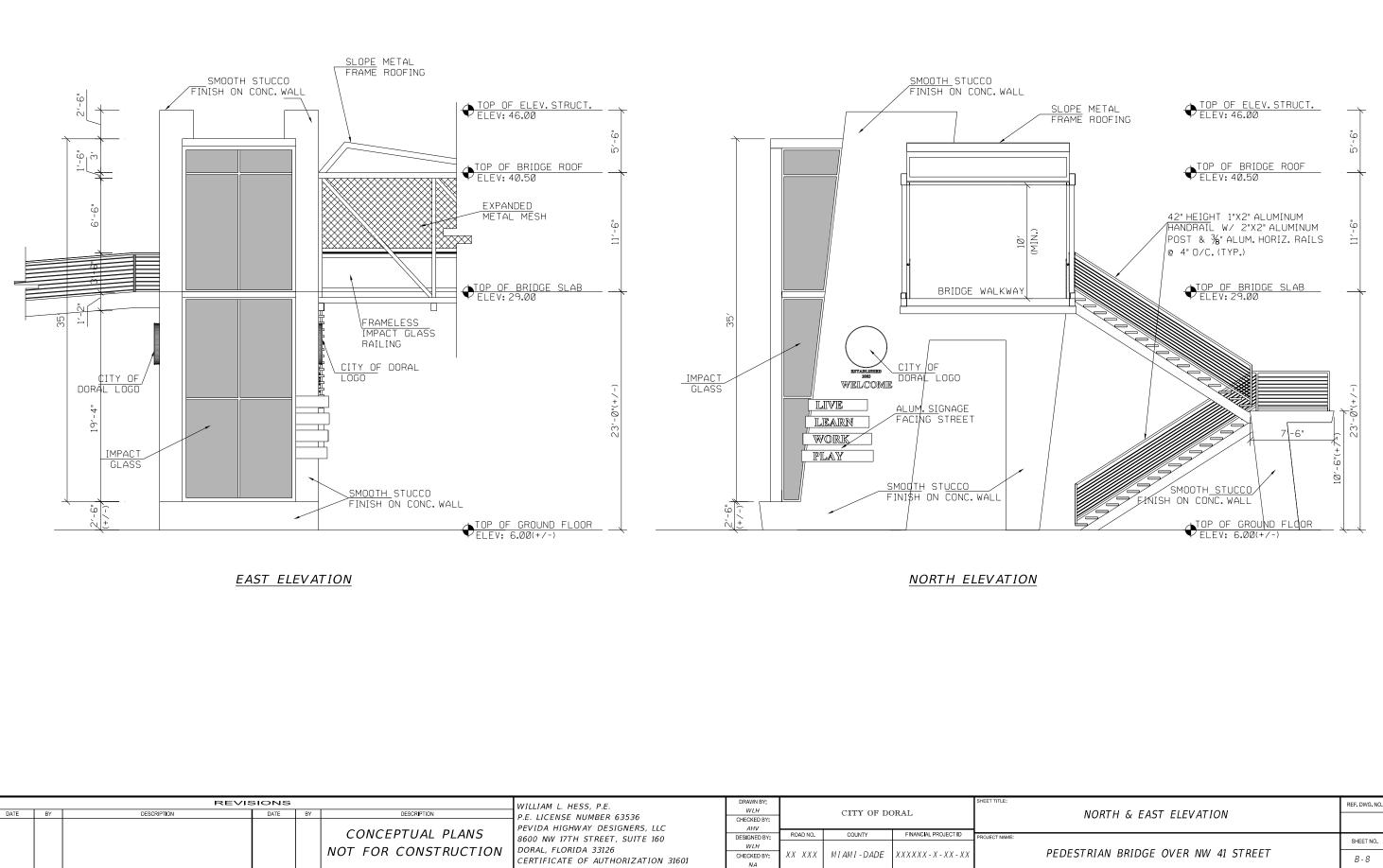
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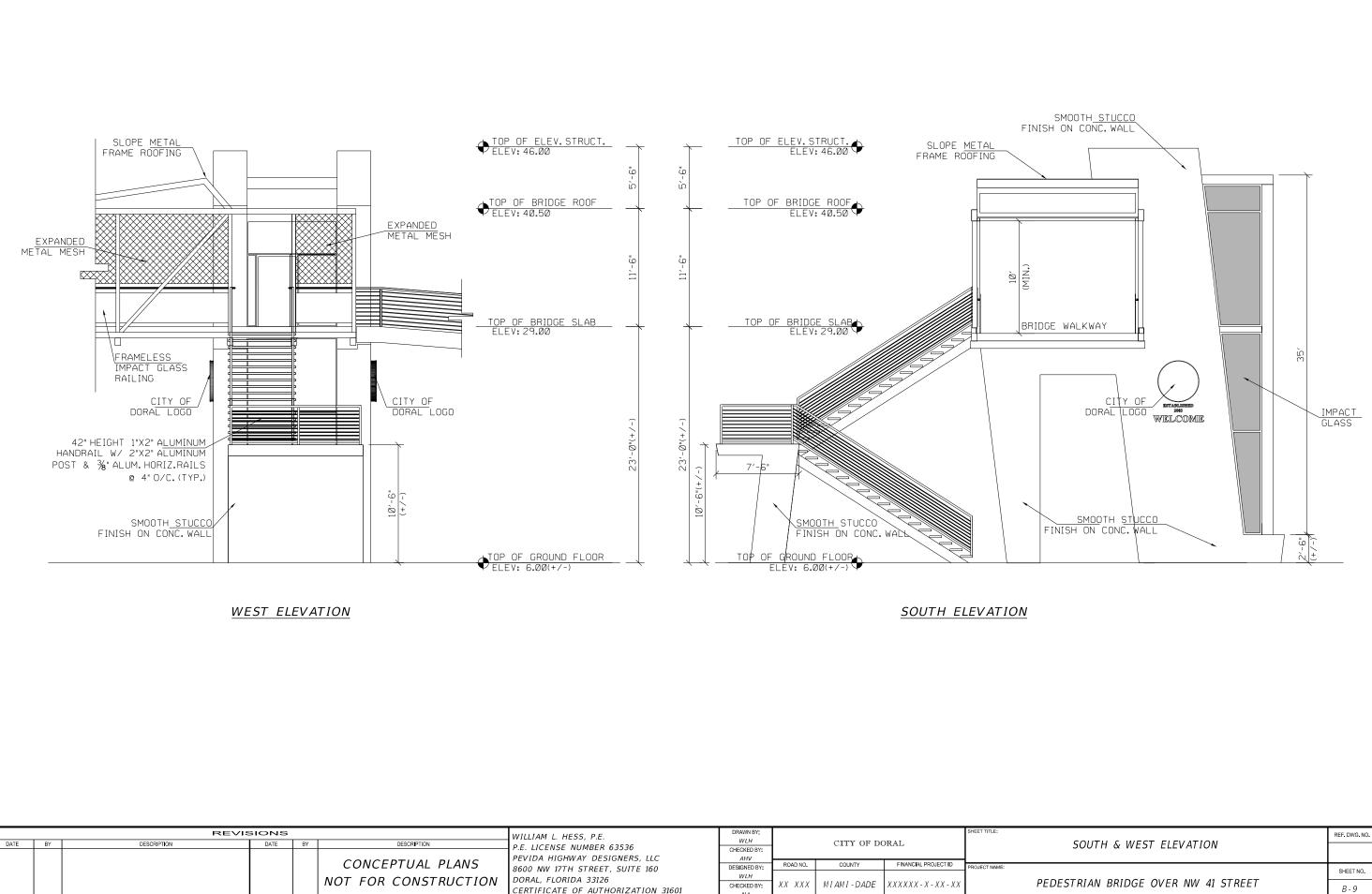
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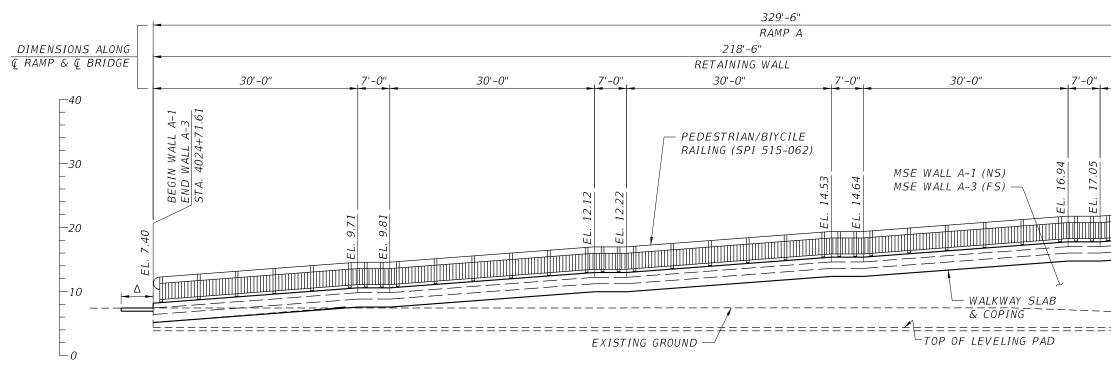
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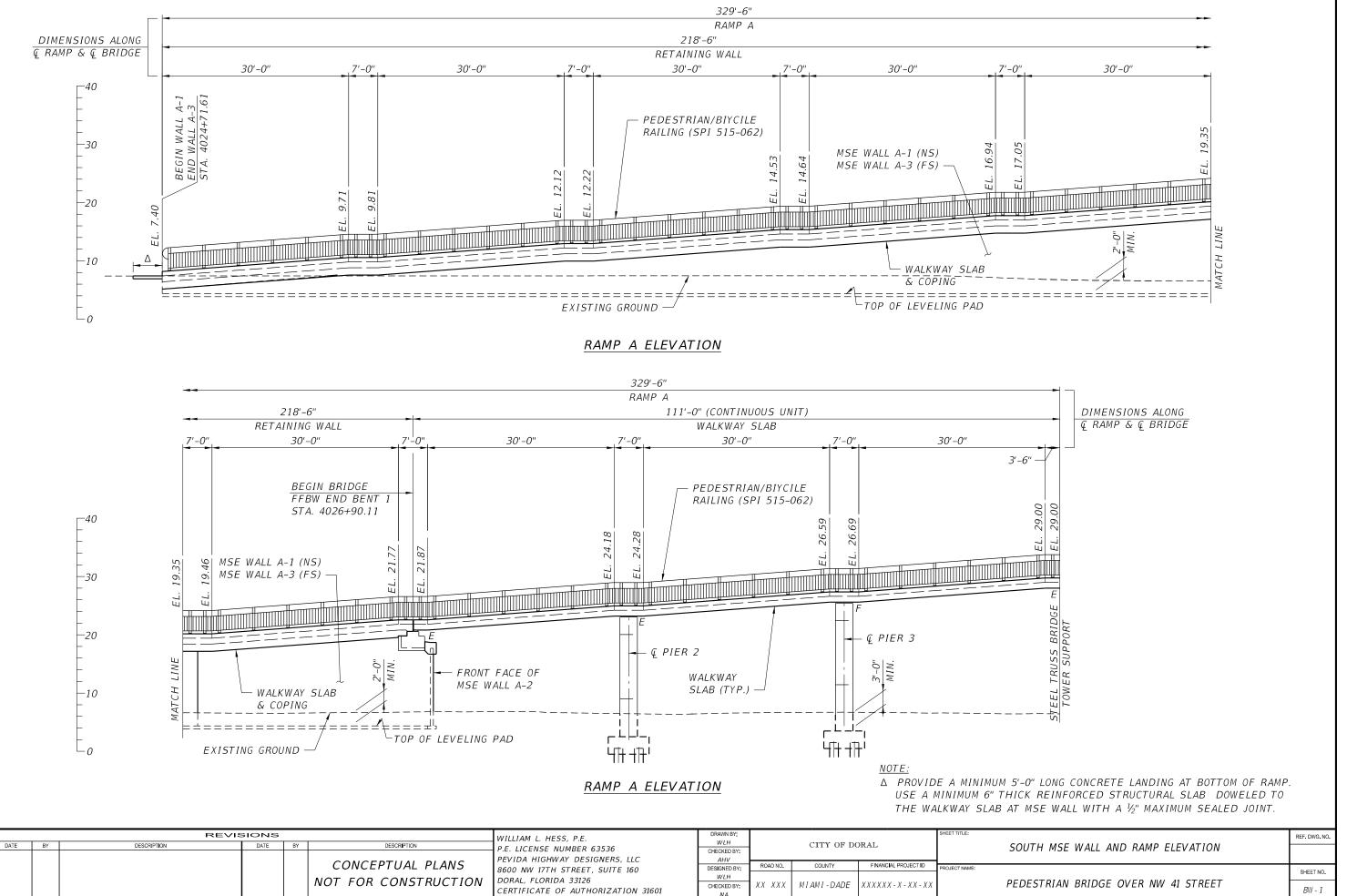


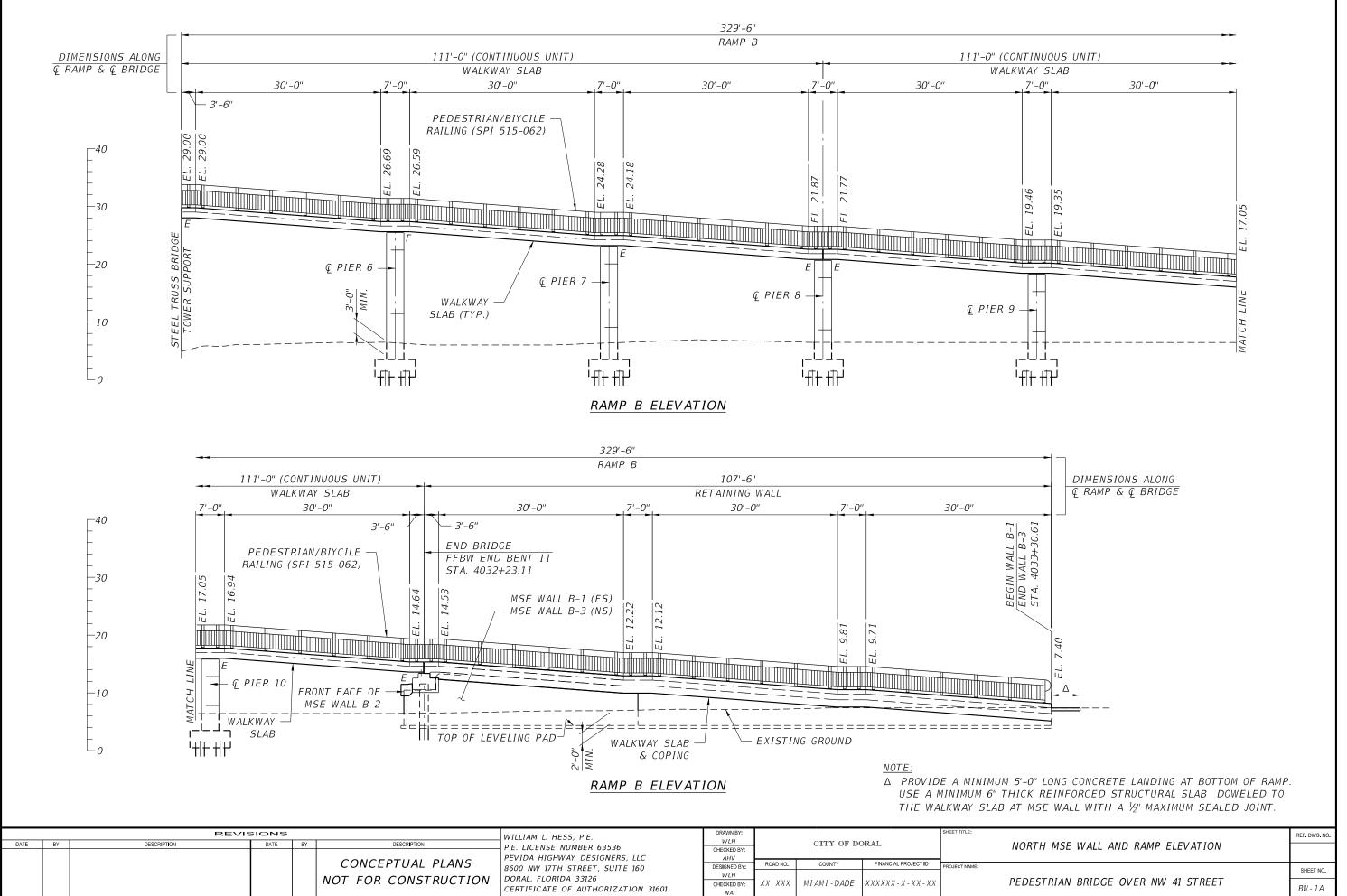
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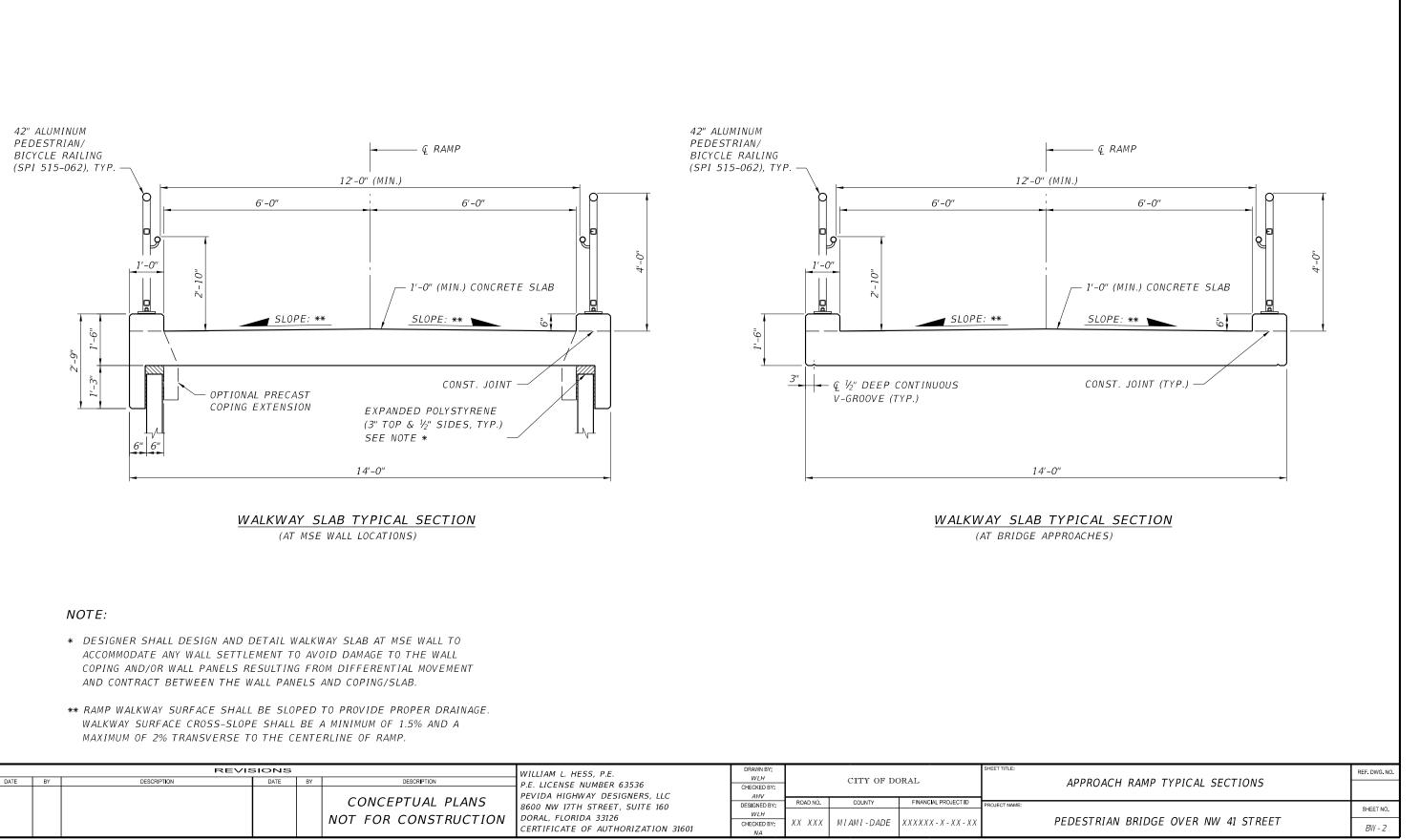






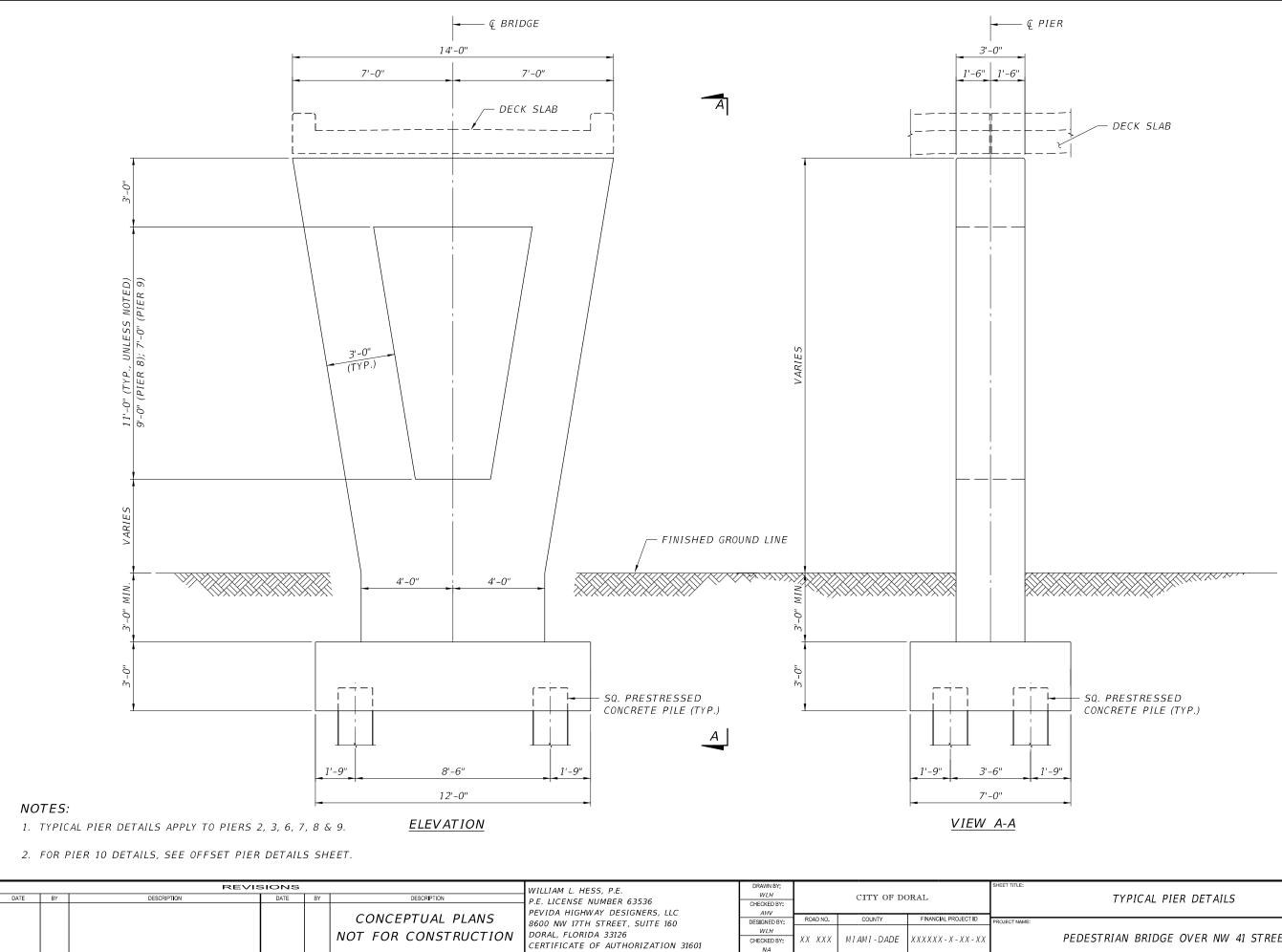
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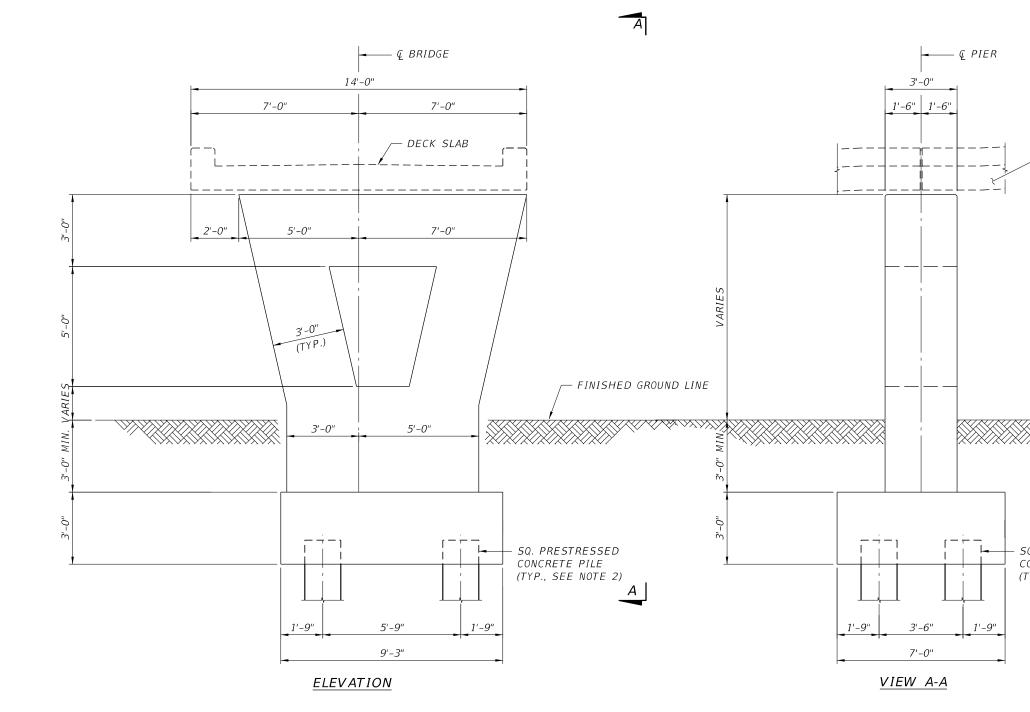
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TYPICAL PIER DETAILS							
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#### NOTES:

- 1. OFFSET PIER DETAILS APPLY TO PIER 10 ONLY.
- 2. PIER FOUNDATION SHALL BE DESIGNED AND CONSTRUCTED TO AVOID DISTRUBANCE AND DAMAGE TO EXISTING PIPE CULVERT HEADWALL AND CANAL BANK. PRESTRESSED CONCRETE PILE FOUNDATION SHOWN, DRILLED SHAFT FOUNDATION SIMILAR.

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— DECK SLAB

- SQ. PRESTRESSED CONCRETE PILE (TYP., SEE NOTE 2)

OFFSET PIER DETAILS

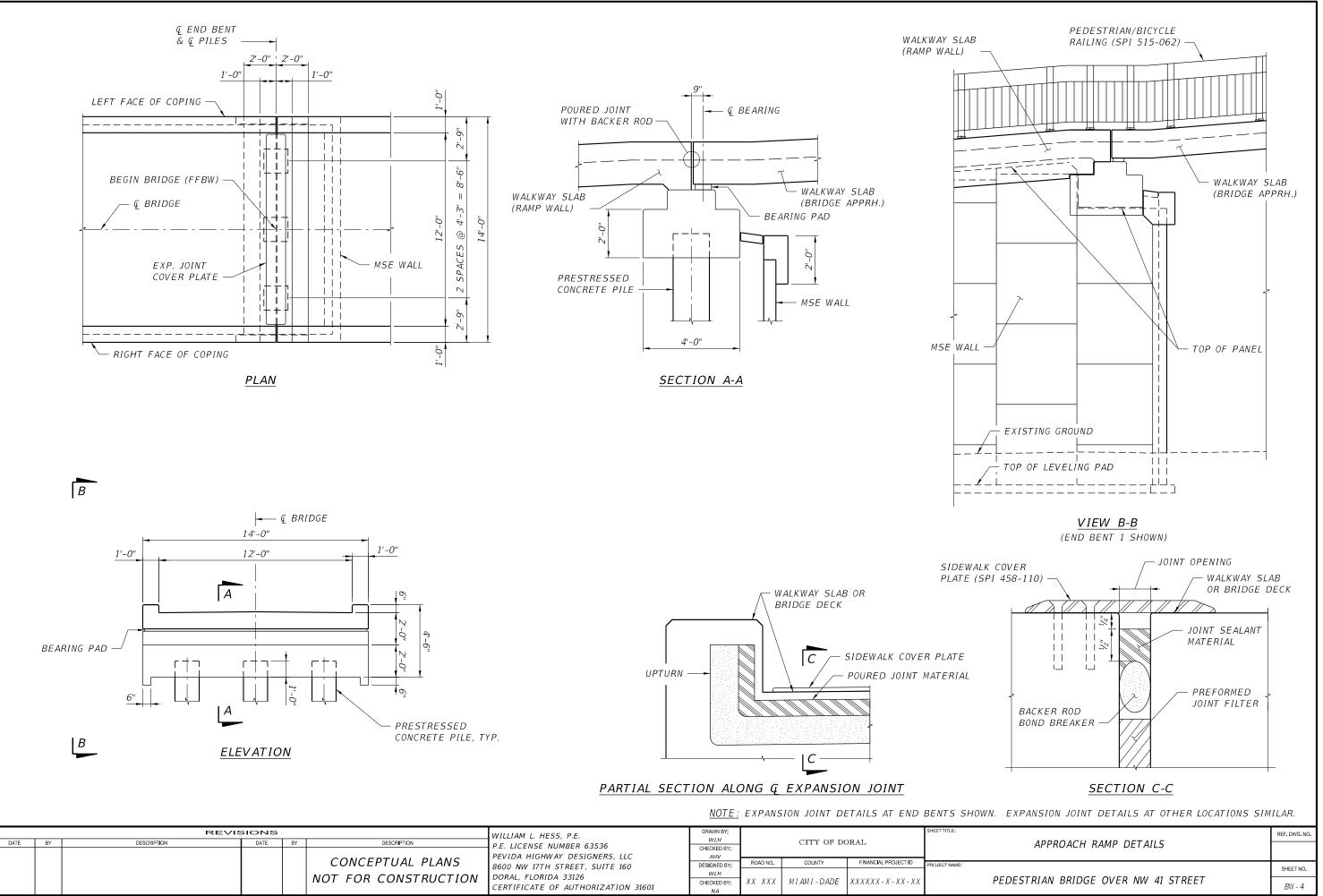
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City of Doral

# DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

## **REFERENCE DOCUMENT R-3 ELEVATOR SAMPLE SPECIFICATIONS**

#### SECTION 14 21 00 - ELECTRIC TRACTION ELEVATORS (MACHINE ROOM-LESS)

PART 1 - GENERAL

#### 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.02 SUMMARY

- A. Section includes electric traction passenger elevators.
- B. Note: Steel used in this project is required to be in compliance with 49 CFR Part 661 BUY AMERICA REQUIREMENTS.
- C. Related Requirements:
  - 1. Section 033000 "Cast-in-Place Concrete" for setting sleeves, inserts, and anchoring devices in concrete.
  - 2. Section 042200 "Concrete Unit Masonry" for setting sleeves, inserts, and anchoring devices in masonry and for grouting elevator entrance frames installed in masonry walls.
  - 3. Section 051000 "Metal Framing" for the following:
    - a. Attachment plates, angle brackets, and other preparation of structural steel for fastening guide-rail brackets.
    - b. Divider beams.
    - c. Hoist beams.
    - d. Structural-steel shapes for subsills.
  - 4. Section 055000 "Metal Fabrications" for the following:
    - a. Attachment plates and angle brackets for supporting guide-rail brackets.
    - b. Divider beams.
    - c. Hoist beams.
    - d. Structural-steel shapes for subsills.
    - e. Pit ladders.
    - f. Cants in hoistways made from steel sheet.

14 21 00 - 1 ELECTRIC TRACTIONELEVATORS (MACHINE ROOM LESS)

#### 1.03 DEFINITIONS

A. Definitions in ASME A17.1/CSA B44 apply to work of this Section.

#### 1.04 ACTION SUBMITTALS

- A. Product Data: Include capacities, sizes, performances, operations, safety features, finishes, and similar information. Include product data for car enclosures, hoistway entrances, and operation, control, and signal systems.
- B. Shop Drawings:
  - 1. Include plans, elevations, sections, and large-scale details indicating service at each landing, coordination with building structure, relationships with other construction, and locations of equipment.
  - 2. Include large-scale layout of car-control station.
  - 3. Indicate maximum dynamic and static loads imposed on building structure at points of support, and maximum and average power demands.
- C. Samples for Initial Selection: For finishes involving color selection.
- D. Samples for Verification: For exposed car, hoistway door and frame, and signal equipment finishes; Samples of sheet materials; and trim.

#### 1.05 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Manufacturer Certificates: Signed by elevator manufacturer certifying that hoistway, pit, and control closet layout and dimensions, as shown on Drawings, and electrical service, as shown and specified, are adequate for elevator system being provided.
- C. Sample Warranty: For special warranty.

#### 1.06 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data. Include the following:
  - 1. Owners Manual and Wiring Diagrams,
  - 2. Parts list, with recommended parts inventory.
- B. Inspection and Acceptance Certificates and Operating Permits: As required by authorities having jurisdiction for normal, unrestricted elevator use.
- C. Continuing Maintenance Proposal: Submit a continuing maintenance proposal from Installer to Owner, in the form of a standard two-year maintenance agreement, starting on date initial

14 21 00 - 2 ELECTRIC TRACTIONELEVATORS (MACHINE ROOM LESS) maintenance service is concluded. State services, obligations, conditions, and terms for agreement period and for future renewal options.

#### 1.07 QUALITY ASSURANCE

A. Installer Qualifications: Elevator manufacturer or an authorized representative who is trained and approved by manufacturer.

#### 1.08 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle materials, components, and equipment in manufacturer's protective packaging. Store materials, components, and equipment off of ground, under cover, and in a dry location.

#### 1.09 COORDINATION

- A. Coordinate installation of sleeves, block outs, elevator equipment with integral anchors, and other items that are embedded in concrete or masonry for elevator equipment. Furnish templates, sleeves, elevator equipment with integral anchors, and installation instructions and deliver to Project site in time for installation.
- B. Coordinate locations and dimensions of other work relating to electric traction elevators including pit ladders; sumps and floor drains in pits; entrance subsills; electrical service; and electrical outlets, lights, and switches in hoistways, pits, and machine rooms.

#### 1.10 WARRANTY

- A. Manufacturer's Special Warranty: Manufacturer agrees to repair, restore, or replace elevator work that fails in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, operation or control system failure, including excessive malfunctions; performances below specified ratings; excessive wear; unusual deterioration or aging of materials or finishes; unsafe conditions; need for excessive maintenance; abnormal noise or vibration; and similar unusual, unexpected, and unsatisfactory conditions.
  - 2. Warranty Period: 1 year from date of Substantial Completion.

#### PART 2 - PRODUCTS

#### 2.01 MANUFACTURERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide ThyssenKrupp Elevator or comparable product.

14 21 00 - 3 ELECTRIC TRACTIONELEVATORS (MACHINE ROOM LESS) 1. Major elevator components, including driving machines, controllers, signal fixtures, door operators, car frames, cars, and entrances, shall be manufactured by single manufacturer.

#### 2.02 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with ASME A17.1/CSA B44.
- B. Accessibility Requirements: Comply with Section 407 in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and with ICC A117.1.

#### 2.03 ELEVATORS

- A. Elevator System, General: Manufacturer's standard elevator systems. Unless otherwise indicated, manufacturer's standard components shall be used, as included in standard elevator systems and as required for complete system.
- B. Elevator Description:
  - 1. Machine Type: Machine Room Less Electric Traction.
  - 2. Rated Load: 5000 lb.
  - 3. Rated Speed: 150 fpm (minimum)
  - 4. Operation System: Selective-collective automatic operation.
  - 5. Security Features: Keyswitch operation.
  - 6. Dual Car-Control Stations: Provide two car-control stations in each elevator; equip only one with required keyswitches if any.
  - 7. Car Enclosures:
    - a. Inside Width: 92 inches (2337 mm) from side wall to side wall.
    - b. Inside Depth: 65 inches (1651 mm) from back wall to front wall (return panels).
    - c. Inside Height: 94 inches (2388 mm) nominal to underside of ceiling.
    - d. Front Walls (Return Panels): Brushed stainless steel.
    - e. Car Fixtures: Brushed stainless steel.
    - f. Side and Rear Wall Panels: Brushed stainless steel.
    - g. Reveals: Brushed stainless steel.
    - h. Door Faces (Interior): Brushed stainless steel.
    - i. Door Sills: Aluminum, mill finish.
    - j. Ceiling: Brushed stainless steel.
    - k. Handrails: 1-1/2 inches (38 mm) round, brushed stainless steel, at sides and rear of car.
    - I. Floor: prepared to receive aluminum non-slip textured (5WL) material.
  - 8. Hoistway Entrances:
    - a. Width: 54 inches (1372 mm).
    - b. Height: 84 inches (2134 mm).
    - c. Type: Single-speed center opening.
    - d. Frames at First Floor: Brushed stainless steel.
    - e. Frames at Other Floors: Brushed stainless steel.
    - f. Doors and Transoms at First Floor: Brushed stainless steel.
    - g. Doors and Transoms at Other Floors: Brushed stainless steel.

14 21 00 - 4 ELECTRIC TRACTIONELEVATORS (MACHINE ROOM LESS)

- h. Sills at First Floor: Aluminum, mill finish.
- i. Sills at Other Floors: Aluminum, mill finish.
- 9. Additional Requirements:
  - a. Provide inspection certificate in each car, mounted under acrylic cover with frame made from brushed stainless steel.

#### 2.04 MACHINE ROOM-LESS TRACTION SYSTEMS

- A. Elevator Machines: Compact energy efficient permanent magnet gearless traction type hoisting machine, consisting of permanent magnet AC motor, brake, and driving sheave.
  - 1. Limit total harmonic distortion of regenerated power to 5 percent per IEEE 519.
  - 2. Provide means for absorbing regenerated power when elevator system is operating on standby power.
  - 3. Provide line filters or chokes to prevent electrical peaks or spikes from feeding back into building power system.
- B. Fluid for Hydraulic Buffers: If using hydraulic buffers, use standard hydraulic fluid.
- C. Inserts: Furnish required concrete and masonry inserts and similar anchorage devices for installing guide rails, machinery, and other components of elevator work. Device installation is specified in another Section.
- D. Machine Beams: Provide framing to support elevator hoisting machine and deflector sheaves from the building structure. Comply with Section 055000 "Metal Fabrications" for materials and fabrication.
- E. Car Frame and Platform: Bolted- or welded-steel units.
- F. Guides: Roller guides. Provide guides at top and bottom of car and counterweight frames.

#### 2.05 OPERATION SYSTEMS

- A. General: Provide manufacturer's standard microprocessor operation systems as required to provide type of operation indicated.
- B. Auxiliary Operations: In addition to primary operation system features, provide the following operational features for elevators:
  - 1. Provide a separate battery powered unit that senses loss of power. Battery shall be 12 volt minimum, scaled nickel cadmium or gel cell construction. When loss of power occurs, elevator shall ascend or descend to nearest landing and open doors automatically. After a predetermined time, the doors shall close and the elevator shall remain inoperative until normal power is restored. The door open and alarm buttons shall operate under battery power. Reduced speed for evacuation on battery operation is permitted.
- C. Security Features: Provide the following security features, where indicated. Security features shall not affect emergency firefighters' service.

14 21 00 - 5 ELECTRIC TRACTIONELEVATORS (MACHINE ROOM LESS) 1. Keyswitch Operation: Push buttons are activated and deactivated by security keyswitches at car-control stations. Key is removable only in deactivated position.

#### 2.06 DOOR REOPENING DEVICES

- A. Infrared Array: Provide door reopening device with uniform array of 36 or more microprocessorcontrolled, infrared light beams projecting across car entrance. Interruption of one or more light beams shall cause doors to stop and reopen.
- B. Nudging Feature: After car doors are prevented from closing for predetermined adjustable time, through activating door reopening device, a loud buzzer shall sound and doors shall begin to close at reduced kinetic energy.

#### 2.07 CAR ENCLOSURES

- A. General: Provide steel-framed car enclosures with nonremovable wall panels, with removable car roof, access doors, power door operators, and ventilation.
  - 1. Provide standard railings complying with ASME A17.1/CSA B44 on car tops where required by ASME A17.1/CSA B44.
- B. Materials and Finishes: Manufacturer's standards, but not less than the following:
  - 1. Subfloor: Exterior grade plywood, not less than 7/8-inch (22.2-mm) nominal thickness.
  - 2. Floor Finish: To be constructed of aluminum non-slip textured (5WL) material which curves upwards and is integral with the cab walls. Flooring to be welded vertically in ground smooth 6" on all side walls in order to contain spilled liquids from escaping the cab and seeping into the hoistway
  - 3. Stainless-Steel Wall Panels: Flush, metal construction; fabricated from stainless-steel sheet.
  - 4. Fabricate car with recesses and cutouts for signal equipment.
  - 5. Fabricate car door frame integrally with front wall of car.
  - 6. Stainless-Steel Doors: Flush, metal construction; fabricated from stainless-steel sheet.
  - 7. Sight Guards: Provide sight guards on car doors.
  - 8. Sills: Extruded metal, with grooved surface, 1/4 inch (6.4 mm) thick.
  - 9. Metal Ceiling: Flush panels, with incandescent downlights in the center of four lowvoltage downlights in each panel. Align ceiling panel joints with joints between wall panels.
  - 10. Handrails: Manufacturer's standard handrails, of shape, metal, and finish indicated.

#### 2.08 HOISTWAY ENTRANCES

- A. Hoistway Entrance Assemblies: Manufacturer's standard horizontal-sliding, door-and-frame hoistway entrances complete with track systems, hardware, sills, and accessories. Frame size and profile shall accommodate hoistway wall construction.
  - 1. Where gypsum board wall construction is indicated, frames shall be self-supporting with reinforced head sections.

14 21 00 - 6 ELECTRIC TRACTIONELEVATORS (MACHINE ROOM LESS)

- B. Fire-Rated Hoistway Entrance Assemblies: Door and frame assemblies shall comply with NFPA 80 and be listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction based on testing at as close-to-neutral pressure as possible according to NFPA 252.
  - 1. Fire-Protection Rating: 1-1/2 hours with 30-minute temperature rise of 450 deg F (250 deg C)].
- C. Materials and Fabrication: Manufacturer's standards, but not less than the following:
  - 1. Steel Subframes: Formed from cold- or hot-rolled steel sheet, with factory-applied enamel finish or rust-resistant primer. Fabricate to receive applied finish as indicated.
  - 2. Stainless-Steel Frames: Formed from stainless-steel sheet.
  - 3. Star of Life Symbol: Identify emergency elevators with star of life symbol, not less than 3 inches (76 mm) high, on both inside surfaces of hoistway door frames.
  - 4. Stainless-Steel Doors and Transoms: Flush, hollow-metal construction; fabricated from stainless-steel sheet.
  - 5. Sight Guards: Provide sight guards on doors matching door edges.
  - 6. Sills: Extruded metal, with grooved surface, 1/4 inch (6.4 mm) thick.
  - 7. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M.

#### 2.09 SIGNAL EQUIPMENT

- A. General: Provide hall-call and car-call buttons that light when activated and remain lit until call has been fulfilled. Fabricate lighted elements with LEDs.
- B. General: Provide signal equipment designed for destination-based system. Fabricate lighted elements with LEDs.
- C. Car-Control Stations: Provide manufacturer's standard recessed car-control stations. Mount in return panel adjacent to car door unless otherwise indicated.
  - 1. Mark buttons and switches for required use or function. Use both tactile symbols and Braille.
  - 2. Provide "No Smoking" sign matching car-control station, either integral with car-control station or mounted adjacent to it, with text and graphics as required by authorities having jurisdiction.
- D. Swing-Return Car-Control Stations: Provide car-control stations mounted on rear of hinged return panel adjacent to car door and with buttons, switches, controls, and indicator lights projecting through return panel but substantially flush with face of return panel.
  - 1. Mark buttons and switches for function. Use both tactile symbols and Braille.
  - 2. Provide "No Smoking" sign matching car-control station, either integral with car-control station or mounted adjacent to it, with text and graphics as required by authorities having jurisdiction.
- E. Emergency Communication System: Two-way voice communication system, with visible signal, which dials preprogrammed number of monitoring station and does not require handset use. System is contained in an integral cabinet, with identification, instructions for use, and battery backup power supply. Communication shall be monitored per ASME A17.1, Requirement No. 2.27.1.1.6.

14 21 00 - 7 ELECTRIC TRACTIONELEVATORS (MACHINE ROOM LESS)

- F. Firefighters' Two-Way Telephone Communication Service: Provide flush-mounted cabinet in each car and required conductors in traveling cable for firefighters' two-way telephone communication service specified plans.
- G. Car Position Indicator: Provide illuminated, digital-type car position indicator, located above car door or above car-control station. Also, provide audible signal to indicate to passengers that car is either stopping at or passing each of the floors served. Include travel direction arrows if not provided in car-control station.
- H. Hall Push-Button Stations: Provide one hall push-button station at each landing.
  - 1. Provide units with flat faceplate for mounting with body of unit recessed in wall.
  - 2. Equip units with buttons for calling elevator and for indicating desired direction of travel.
  - 3. Equip units with buttons for calling elevator and for indicating direction of travel or destination as required by system. Provide a signaling system to verify floor selection, where destination registration is required, and to direct passengers to appropriate car.
    - a. Provide a means for passengers to indicate that they have disabilities so control system can allow extra room in assigned car.
    - b. Provide for connecting units that require destination registration to building security access system so a card reader can be used to register calls.
- I. Provide telephone jack in each unit for firefighters' two-way telephone communication service specified in plans.
  - 1. Possibly insert a provision for either an "In Use" signal or a digital display of car position for single elevators.

#### 2.10 FINISH MATERIALS

- A. General: Provide the following materials for exposed parts of elevator car enclosures, car doors, hoistway entrance doors and frames, and signal equipment as indicated.
- B. Stainless-Steel Sheet: ASTM A 240/A 240M, Type 304.
  - 1. Metal surface is satin polished after texturing.
- C. Stainless-Steel Bars: ASTM A 276, Type 304.
- D. Stainless-Steel Tubing: ASTM A 554, Grade MT 304.

#### PART 3 - EXECUTION

- 3.01 EXAMINATION
  - A. Examine elevator areas, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work. Examine hoistways, hoistway openings, pits, and machine rooms as constructed; verify critical dimensions; and examine supporting structure and other conditions under which elevator work is to be installed.

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- B. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.02 INSTALLATION

- A. Comply with manufacturer's written instructions.
- B. Welded Construction: Provide welded connections for installing elevator work where bolted connections are not required for subsequent removal or for normal operation, adjustment, inspection, maintenance, and replacement of worn parts. Comply with AWS standards for workmanship and for qualifications of welding operators.
- C. Sound Isolation: Mount rotating and vibrating equipment on vibration-isolating mounts to minimize vibration transmission to structure and structure-borne noise due to elevator system.
- D. Lubricate operating parts of systems, including ropes, as recommended by manufacturers.
- E. Alignment: Coordinate installation of hoistway entrances with installation of elevator guide rails for accurate alignment of entrances with car. Where possible, delay final adjustment of sills and doors until car is operable in shaft. Reduce clearances to minimum, safe, workable dimension at each landing.
- F. Leveling Tolerance: 1/4 inch (6 mm), up or down, regardless of load and travel direction.
- G. Set sills flush with finished floor surface at landing.
- H. Locate hall signal equipment for elevators as follows unless otherwise indicated:
  - 1. For groups of elevators, locate hall push-button stations between two elevators at center of group or at location most convenient for approaching passengers.
  - 2. Place hall lanterns either above or beside each hoistway entrance.
  - 3. Mount hall lanterns at a minimum of 72 inches (1829 mm) above finished floor.

#### 3.03 FIELD QUALITY CONTROL

- A. Acceptance Testing: On completion of elevator installation and before permitting elevator use (either temporary or permanent), perform acceptance tests as required and recommended by ASME A17.1/CSA B44 and by governing regulations and agencies.
- B. Operating Test: Load each elevator to rated capacity and operate continuously for 30 minutes over full travel distance, stopping at each level and proceeding immediately to the next. Record temperature rise of elevator machine during 30-minute test period. Record failure to perform as required.
- C. Advise Owner, Architect, and authorities having jurisdiction in advance of dates and times that tests are to be performed on elevators.

#### 3.04 PROTECTION

A. Temporary Use: None

#### 3.05 DEMONSTRATION

A. Check operation of each elevator with Owner's personnel present before date of Substantial Completion and again not more than one month before end of warranty period. Determine that operation systems and devices are functioning properly.

#### 3.06 MAINTENANCE

- A. Initial Maintenance Service: Beginning at Substantial Completion, maintenance service shall include 12 months full maintenance by skilled employees of elevator Installer. Include monthly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper elevator operation at rated speed and capacity. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.
  - 1. Perform maintenance during normal working hours.
  - 2. Perform emergency callback service during normal working hours with response time of 2 hours or less.
  - 3. Include 24-hour-per-day, 7-day-per-week emergency callback service with response time of two hours or less.

#### **END OF SECTION 142100**

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#### SECTION 14 21 10 – TRANSIT GRADE ELECTRIC TRACTION ELEVATORS (MRL)

#### CLASS A

#### PART 1 - GENERAL

This specification was received by the Engineer of Record from a specialized firm in the vertical transportation business. This specification was originally formatted for procurement directly to an elevator contractor directly. Any direct or indirect reference to an elevator contractor shall be interpreted to be the Contractor for this project. In some cases, references were made to other specification sections that do not exist in this contract (i.e. epoxy flooring) and such references have been removed. Should the Contractor need further information to meet such non referenced specifications, then the Contractor is to submit requests for information accordingly or supply information on the product assumed for this optional bid item.

#### 1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section

#### 1.2 SUMMARY:

This provides design guidelines for the fabrication, installation, and testing of five elevators as similarly described in Section 14 21 00 - TRACTION PASSENGER ELEVATORS (MRL). Elevators 1, 2, 3, 4 and 5 are to be Class A transit grade elevators Contractor shall provide a transition plate for loading of concentrated loads at elevator #4

#### 1.3 DEFINITIONS:

- A. Heavy duty elevator: An elevator designed specifically for the harsh environment and duty load cycles common to transportation system usage.
- B. Elevator a hoisting and lowering mechanism, equipped with a car or platform, which moves in guide rails or racks and serves two or more landings.
- C. Elevator, passenger service an elevator used primarily to carry persons other than the operator and persons necessary for loading and unloading. A transition plate will be provided for loading and unloading of concentrated loads at elevator #4
- D. Elevator, gearless- a traction machine, without intermediate gearing, that has the traction sheave and the brake drum mounted directly on the motor shaft.
- E. Defective Elevator Work: Operation or control system failure, including excessive malfunctions; performances below specified ratings; excessive wear; unusual deterioration or aging of materials or finishes; unsafe conditions; the need for excessive maintenance; abnormal noise or vibration; and similar unusual, unexpected, and unsatisfactory conditions
- F. Contractor: The General Contractor.
- G. Installer: The responsible party who installs the elevator.
- H. OEM: Original Equipment Manufacturer.

- I. Owner: The owner in control of the facility.
- J. Dwell time: The period of time the elevator is at a landing while the doors open, passengers transfer and doors close.
- K. Substantial completion: The point at which the elevator is ready for use, whether the site is finished or not. This is where the jurisdictional inspection usually takes place.
- L. Final Acceptance: The point at which the owner accepts the elevator project as being complete including all submittal requirements. This may be a different point in time than substantial completion.
- M. Interim Maintenance: Maintenance from the point of substantial completion, but prior to Revenue Service.
- N. Beneficial Use: When the elevator is placed into service, may be prior to the site being ready for public use.
- O. Revenue Service: The station or facility opening date.
- P. Notice to Proceed (NTP): within this document shall mean the date which the elevator installer is notified to proceed with the project.
- Q. Authority Having Jurisdiction (AHJ): as defined by ASME A17.1.
- R. MSDS: Material Data Safety Sheets, as defined by OSHA
- S. OSHA: Occupational Safety and Health Administration

#### 1.4 TEMPORARY AND PERMANENT ELECTRICAL POWER SERVICES:

- A. Temporary power for installation shall be made available to Installer at the time of the installation. Permanent power shall be made available for testing. All power shall be provided at no cost to Installer.
- B. For the elevator drive systems: 480 volts, 3 phase, 3 wire, 60 Hertz terminating in a disconnect switch within sight of the controller.
- C. For lighting and GFCI receptacles: 120 volts, 1 phase, 3 wire, 60 Hertz terminating at the elevator controller location.
- D. Separate disconnect for cab lighting and wiring to cab. 120 volts, 1 phase, 3 wire, 60 Hertz terminating in a disconnect switch within sight of the controller.
- E. Separate service for other ancillary elevator equipment, where required.

#### 1.5 APPLICABLE CODES, STANDARDS, ORGANIZATIONS AND PUBLICATIONS:

Elevator designs and installations shall be of the heavy duty type, and shall comply with the following.

A. American Society of Mechanical Engineers (ASME)

- 1. ASME AI7.1 2004 and A17.1S-2005 with Addenda, A17.2.3, A17.5, (hereafter referred to as the "Code")
- B. National Fire Protection Association (NFPA)
  - 1. NFPA No. 130, "Fixed Guideway Transit and Passenger Rail Systems"
  - 2. NFPA No. 13, 70 and 72
- C. National Electrical Code (NEC)
- D. Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- E. American Public Transit Association (APTA) MRL design guidelines
- F. IEEE 519 Standard Practices and Requirements for Harmonic Control in Electrical Power Systems
- G. American Welding Society (AWS)
- H. American Society of Testing and Material (ASTM)
- I. International Standards Organization, ISO 281/I-1997 and later editions.
- J. American Federation of Bearing Manufacturers Association, AFBMA, Std. 9 and 11
- K. National Electrical Manufacturers Association (NEMA)
- L. The American Insurance Association
- M. Occupational Safety & Health Act (OSHA)
- N. International Code Council/ American National Standards Institute, (ICC/ANSI), A117.1-2004
- O. American Disabilities Accessibility Guidelines for Buildings and Facilities (ADAAG), 2004
- P. Building Officials & Code Administrators International, Inc. (BOCA)
- Q. State of Florida Building Code, Latest Adopted Edition, as amended.
- R. State of Florida Elevator Regulations, Latest Adopted Edition, as amended.
- S. Any additional requirements imposed by local agencies shall be incorporated into elevator installations.
- T. In case of a conflict between codes, regulations, or standards, the most stringent requirement shall take precedence.
- U. The elevator installer shall be licensed and strictly governed by local and governmental authorities of this area in order to perform this work.
- 1.6 SUBMITTALS:
  - A. Submit OEM's product data and samples for the system proposed for use. Product data shall include, but not limited to the following:
    - 1. Electrical characteristics and connection requirements.

- 2. Expected heat dissipation of elevator equipment in control room and control areas (i.e. BTU's/hr) based on 120 round trip cycles per hour.
- 3. Maintenance programs: within sixty (180) days after notice to proceed, and prior to installation, contractor shall submit detailed interim and revenue service maintenance programs, showing functions to be performed and their scheduled frequency.
- 4. Machine and controller performance data sheets.
- 5. Pre-acceptance test forms.
- B. Shop Drawings: Six (6) copies of the shop drawings shall be provided by the Installer. Submit approval layout drawings to scale. Drawings shall include, but not be limited to the following:
  - 1. Car, guide rails, buffers and other components in hoistway.
  - 2. Maximum rail bracket spacing.
  - 3. Maximum loads imposed on guide rails requiring load transfer to the building structure.
  - 4. Loads on hoisting beams.
  - 5. Clearances and travel of car and counterweight runby.
  - 6. Clear inside hoistway and pit dimensions.
  - 7. Location and sizes of access doors, hoistway entrances and frames.
  - 8. Car & Hall signal and operating fixtures.
  - 9. Remote wiring layouts for each elevator.
  - 10. Refuge space on top of car and pit.
  - 11. Control room, machine area, pit and hoistway layout.
  - 12. Cab design, dimensions and layout.
  - 13. Hoistway-door and frame details
- C. Industry recognized layout drawing are to be supplied that will provide the information that is significant and specific to the installation and required for coordination of work by other trades. Contractor to provide standard load calculations for buffer impact loads, counterweight buffer impact loads, hoist beam load, horizontal load, car governor load, and rails reactions including vertical car rail, vertical counterweight load, and vertical pit counterweight load. Contractor will also provide locations of beam pockets, hoist beam locations, and machine locations.
- D. Samples of materials and products requiring color or finish selection.

#### 1.7 OPERATING AND MAINTENANCE MANUALS:

A. Maintenance Manuals: Prior to installation, Contractor shall submit six (6) complete sets of Schindler's standard operation and maintenance manuals. for approval. After Engineer's reviews and prior to the beginning of acceptance testing, Contractor will respond to the comments, make changes as necessary and resubmit for final approval. Once final approval is received, then twelve (12) sets of the approved manuals shall be provided by the Contractor. The manuals shall include the following:

- 1. Complete table of contents.
- 2. Included will be complete illustrated, exploded views of all assemblies, and a complete, illustrated, exploded view for identifying all system parts.
- 3. Complete nomenclature of replaceable parts, part numbers, and warehouse location. If product source is another vendor, Contractor shall include name and address of other vendor.
- 4. Sample copies of a proposed preventive maintenance chart.
- 5. Descriptions of safety devices.
- 6. Safety rules, tests, and procedures, including testing of all systems and subsystems.
- 7. Provide wiring diagrams and component parts lists with descriptions, exploded views and parts numbers to allow an experienced elevator technician to perform maintenance.
- 8. Detailed lubrication and cleaning schedule indicating weekly, monthly, quarterly, semiannual, and annual lubrication; and a description of each lubrication point, lubrication type, and specification.
- 9. Control and schematic electrical wiring diagrams of controller, including wiring of safety devices to connections with remote indication and control panels for the elevator.
- 10. Contractor to provide electrical layout showing placement of lighting, light switches, receptacles, light fixtures, disconnect switches, and convenience outlets in machinery room and pits.
- 11. Complete detailed drawings and wiring diagram of elevator system.
- 12. The elevator contractor shall be required to provide certification, in writing and signed by an officer of the organization, that the Owner shall be provided with copies of any and all non-proprietary information, correspondence, bulletins, newsletters, manuals, techniques, procedures, drawings, sketches and any other documents related to maintenance, safety, operations, design changes, modifications, retrofits, etc., which relate to any part, component, equipment, system, subsystem, or material and services applicable to the elevator provided.
  - a. All of the above referenced shall be provided as it pertains to the original installation and for a period of ten (10) years after final acceptance of the elevator.
  - b. Drawings and information necessary to perform operation and maintenance of the elevators will be provided.
- 13. The final OEM Owner's manual shall be also provided in an electronic format on CD-ROM.
- 14. MSDS and product data sheets: Shall be submitted with an index listing each product, along with the application method of the product, approximate quantity of product per elevator, and the component the product is applied to or associated with. The Installer shall allow 6 (six) weeks for review of MSDS

#### 1.8 QUALITY ASSURANCE:

A. OEM's Qualification: Regularly engaged for the past five years in the manufacture of major components for machine room less passenger elevators. As a standard of quality the elevator equipment design and installation shall comply with the code.

- B. Installer's Qualifications: OEM's representative or authorized agent of elevator equipment manufacturer who is trained and approved for installation of units required for this Project.
- C. Source Limitations: Obtain elevators through one source from a single manufacturing plant. Buy American provisions are stipulated in the General Terms and Conditions of this Contract.
- D. Welding: Welding shall be performed in accordance with the requirements of AWS or CWB Welders shall produce evidence of current certification by AWS or CWB.
- E. The elevator subcontractor shall guarantee the materials and workmanship of the apparatus furnished under these specifications and will make good any defects not due to ordinary wear and tear or improper use or careless, which may develop within one (1) year from date of completion of each elevator, inclusive of labor and traveling expenses.
- F. Labeling Requirements: Every elevator shall be clearly marked with rated load and speed, manufacture serial number, and the designated Owner's identification.
- G. Requirements of Regulatory Agencies
  - 1. Application, Permits, Inspections, and Tests
    - a. Contractor shall obtain and pay for all necessary permits, and perform such tests as may be required for acceptance and approval of elevators by jurisdictional agencies.
    - b. Contractor shall notify the proper inspectors to witness required testing.
- H. Factory Visit:
  - 1. Contractor will be required to make necessary arrangements for one (1) factory inspection visit to view completed operating condition of the elevator. Arrangements for the visit are to accommodate three (3) owner's representatives. Contractor to absorb all costs associated with the same.
  - 2. The OEM/Installer shall not ship the elevator without the approval of the Owner after the conclusion of the factory visit.

#### 1.9 DELIVERY, STORAGE AND HANDLING:

- A. Store materials in original protective packaging in a dry and protected area.
- B. Protect equipment exposed finishes during transportation storage and erection against damage and stains.
- C. Deliver components with factory-installed wooden skids and lifting lugs; pack components in factory-fabricated protective containers.
- D. Handle components carefully to avoid damage to components, enclosures, and finish.
- E. Store components in clean, dry areas and protect them from weather. Storage shall be in areas designated by the Engineer.
- F. Comply with the OEM's rigging instructions for unloading components; and moving components to their final location for installation.

#### 1.10 ACCEPTANCE AND WARRANTY:

- A. The manufacturer shall warrant in writing that all equipment manufactured and installed under this specification, for a period of twelve (12) months from the date of Final Payment by the Owner, be free of defects in design, materials, and workmanship, under normal use and service.
- B. The warranty shall include materials and labor necessary to correct defects.
- C. Defects shall include, but not be limited to, noisy, rough, or substandard operation; loose, damaged, and missing parts; and fluid leaks.
- D. Warranty Maintenance Requirements:
  - 1. The installer shall provide an interim maintenance service prior to being added into the Owner's maintenance program. This interim maintenance shall start at final equipment acceptance for the elevator and be provided for a period of twelve (12) months.
  - 2. Provide complete service and maintenance of the elevator and related components including electrical control systems during the interim maintenance period as follows:
    - a. Tasks:
      - 1) Inspection of completed installation and periodic testing to maintain elevator in completely operable condition.
      - 2) Monitor operation of each elevator at least monthly for a minimum of two (2) hours. Provide monthly documentation of the same to the Owner.
      - Periodic lubrication of parts and equipment components as per OEM's recommendation. Charts are to be provided for each elevator indicating when services are provided.
      - 4) Provide twenty (24) hour emergency service during the maintenance period consisting of a prompt response (within 2 hours) to emergency request by telephone or otherwise from Owner or designated representative if an elevator is inoperable or in case of injury, entrapment, or potential injury to persons.
      - 5) Unlimited regular time callbacks are included with a required response time of one (1) hour. Regular time will be Monday through Friday, 8:00am to 4:30pm, exclusive of holidays.
      - 6) Annual clean down of the elevator and hoistway enclosure is required. Make necessary arrangements with Owner in order to minimize any inconvenience.
      - 7) Reporting: Detailed monthly records of tasks performed including names of individuals performing the tasks, date and time performed, and other pertinent data. Elevator Contractor is required to conform to the requirements of the Owner's data base maintenance system.
- E. Provide complete service and maintenance of the elevator and related components including electrical control systems during the interim maintenance period as outline in the maintenance specifications.

#### 1.11 GUARANTEES:

A. Notwithstanding the Specifications forming a part of this Contract, any inspection or approval of the Work by the Engineer, or the existence of any patent or trade name, the Contractor nevertheless unconditionally guarantees that the equipment furnished and installed hereunder shall be of the best quality and shall be fully fit for the purpose for which it is intended.

#### 1.12 SPARE PARTS AND STOCK:

A. Spare Parts: No spare parts to be provided.

#### 1.13 DESIGN CRITERIA:

- A. General
  - 1. Elevators shall be designed with provisions for thermal expansion and contraction of complete elevator assemblies.
- B. Operational Requirements
  - 1. Hours of operation shall be considered as twenty-four (24) hours per day, seven (7) days per week.
  - 2. Elevator components shall be designed based on the following applied duty cycle during operation:
    - a. Three (3) Hours with 100% Rated Load
    - b. Six (6) Hours with 50% Rated Load
    - c. Fifteen (15) Hours with 25% Rated Load
  - 3. Maximum dwell time per landing in these calculations shall be no more than 10 seconds.

#### 1.14 ENVIRONMENTAL REQUIREMENTS:

- A. Elevator cars shall be designed to operate while exposed to the natural elements of weather, including sunlight, rain; all conditions of relative humidity while exposed to salt, airborne dust, and debris, and corrosive elements; and in a dry bulb temperature range of minus ten (10) to plus one hundred and five (+105) degrees Fahrenheit.
- B. Sound Level: Elevators shall be designed to operate at or below a seventy (70) decibel sound level, measured five (5) feet above the elevator cab floor at any location, with the elevator operating normally, either free running or under load. For multiple elevator installations, the noise measurements shall be made with only one (1) elevator unit in operation, but with the entire installation complete and in operating condition. An ambient level not to exceed forty-nine (49) decibels shall be maintained prior to units being turned on.
- C. Bearings:

Bearings shall be rated for an ISO L10H life as specified, under a fluctuating bearing load. All bearings shall have basic dynamic load ratings.

- D. Fasteners:
  - 1. Fasteners shall be compatible with materials being fastened.
  - 2. Fasteners shall be furnished with self locking nuts or retaining rings (spring washers, toothed disks).
  - 3. Fasteners shall be equal to or of greater corrosion resistance than the most corrosion resistant metals being fastened.
- E. Ride Quality:
  - 1. All elevators shall have a maximum decibel reading of 70 Dba with the doors closed during a run in the up direction, measured 5 feet above the floor in the center of the cab.
  - 2. All elevators shall have a maximum vibration of 30 milli-g's in the X, Y and Z axis measured with an A95 filter.

#### 1.15 COORDINATION REQUIREMENTS:

- A. Alterations: Contractor shall coordinate any alterations required to accommodate elevators with the Owner.
- B. Floor finish in cab: Contractor shall coordinate with other appropriate contractors and/or trades.
- C. Electrical: The Contractor shall coordinate all trades regarding the installation of CCTV, communications, smoke detectors, power and cab lighting requirements
- D. Contractor to provide Pit Drainage: Provide a means to prevent water from accumulating in the pit for outdoor elevators and indoor elevators subject to ground water or station wash downs.
- E. Rigging Plan: Contractor shall supply a detailed rigging plan that is approved by the Owner. Rigging plans to include, but not limited to, path of entry and egress, imposed loading on floor surfaces and structures, product data of devices to be utilized in the rigging process with reference dimensions and lifting capacities. Rigging plans to be signed and sealed by a professional engineer registered in the State of Florida.
- F. Safety Training: Contractor shall attend appropriate safety training programs provided by the Owner at no extra cost As-Built Drawings: Contractor is responsible to provide revised Contract Drawings to reflect the actual as built condition including all structural, architectural, electrical, mechanical and plumbing connections to the elevators.
- G. Lock Cylinders:
  - 1. All locks and keys shall be as per Owner's current standard lock requirements and or Engineer approval.
  - 2. Contractor shall verify with the Engineer that the requirements for hardware have not been amended or superseded.
  - 3. Contractor shall provide the Engineer with length, finish, and camming requirements of each cylinder required

- H. Methodology: The contractor shall meet with the Owner provide a written method of installation for approval.
- I. Installer is required to coordinate and absorb all costs and efforts to secure required variances for the elevator installations applicable.

#### PART 2 - PRODUCTS

#### 2.1 ACCEPTABLE MANUFACTURER:

- A. Subject to compliance with the requirements of this Section, provide machine room-less elevators by Thyssen Krupp or Approved Equal
- B. Subject to compliance with the requirements of this Section, provide elevator cabs as specified.

#### 2.2 MATERIAL:

- A. Except where product conformance to specific standards is indicated on the Contract Drawings and in ASME/ANSI A17.1, manufacturer's standard materials and equipment may be used in elevator construction, subject to approval. Materials cited below are intended to establish the standard of quality for comparable materials used by the manufacturer.
- B. Structural Shapes, Plates, Sheets, and Tubing: ASTM A36 Steel.
- C. Sheet Steel: ASNI/ASTM A446, Grade B.
- D. Stainless Steel: ASTM A167, Type 316L.
  - 1. Stainless steel to be rolled into exposed surface. Location as noted herein to be selected by Architect from OEM 's standard finishes.
  - 2. Type 316L, #4 finish. Located as noted herein.
- E. Aluminum: ASTM B211 or ASTM B221, Alloy 6061, T6.
- F. Transparent Glazing Panels: 9/16 inch (14 mm) minimum laminated safety glass conforming to the requirements of ANSI Z97.1 and 16CFR Part 1201.
- G. Flooring: Poured epoxy flooring
- 2.3 SPECIAL FEATURES:
  - A. General:
    - Elevator shall be of size, arrangement, capacity and shall comply with design criteria, an d in accordance with the requirements ANSI/ASME A17.1-2004 and A17.1S-2005 w/ Addenda Safety Code for Elevators and Escalators, hereinafter in this Section the "Code".

- 2. Provide all material and equipment necessary for the complete execution of all elevator work as specified in this Section and as shown on the Contract Drawings.
- 3. Contractor to Provide hoistway guards for protecting hoistway during construction. Hoistway protection shall include high solid panels surrounding each hoistway opening at each floor.
- 4. All electric equipment, conduit, fittings and wiring shall conform to the requirements of ANSI/NFPA No. 70 National Electric Code.
- 5. Provide concrete inserts and other similar anchoring devices for the installation of guide rails, machinery and other elevator components.
- 6. Clearance around equipment located in each elevator control room and machine area shall comply with the applicable provisions of ANSI/NFPA No. 70 National Electrical Code.
- 7. Provide special control and notification instrumentation required by code officials for low overhead conditions that are not code compliant and require variances.

#### 2.4 SUMMARY OF FEATURES:

A. For elevator system and components, refer to Section 14 21 00 - TRACTION PASSENGER ELEVATORS (MRL) in addition to the following features:

1.	Machine Location:	Overhead within Hoistway
2.	Machine Type:	AC gearless, machine room-less
3.	Car/Hoistway Door Operation:	Power High-speed, heavy duty (Minimum opening speed 3.0 FPS)
4.	Car Operating Panel:	Type 316L stainless Steel #4 finish with vandal resistant features
5.	Car Position Indicator	Type 316L stainless Steel #4 finish with vandal resistant features
6.	Car Direction Indicator	Type 316L stainless Steel #4 finish with vandal resistant features
7.	Hall Call Stations:	Single riser, stainless steel #4 finish with vandal resistant buttons
8.	Communication System:	"Hands-Free"

- 9. Provide keyed switch in car operating panel or hall pushbutton station as directed to shut down elevator.
- 10. Maintenance Term: One (1) year after Authority acceptance

#### 2.5 DOOR OPERATOR EQUIPMENT:

Provide a QKS16-IDD door operator with AC motor and ACVF drive. Drive shall be able to interface with open, close and nudge signals of the controller. Mount cab door directly to the hanger assembly for smooth operation.

QKS16-IDD-P Door Operator

The door operator shall provide automatic power operation of the elevator cab doors. When the door operator control is signaled by the elevator control it shall open single speed center parting (C1 or SSCO), single speed telescoping (T1 or SSSO), or two speed telescoping (T2 or 2SSO) door systems. When the car is at a hoistway landing the cab doors and hoistway doors are coupled together and moved by the door operator. The door operator control is to use position and velocity feedback to precisely move the doors to the proper position at the proper velocity.

Features of the QKS16-IDD-P Door Operator:

Closed loop door system

1/3 hp (250 W) AC Motor (No brush noise)
Nudging feature - 30s delay until nudging starts, adjustable from 0-100s. Nudge close speed = 6in/s (150mm)
Adjustable door close pressure - Default is 18-20lbf, adjustable up to code limit of 30lbf
Door hold open - 30s non-adjustable, fixed time value in core software
Integrated motor, door drive, line filter, and door open/close switch in single module
Integrated car top maintenance station
Retractable/separable clutch
Motion matches preprogrammed profile for smooth and consistent door operation
Door drive software can be changed for specific adjustment of the elevator door's opening and closing performance requirements.

Linear operator shall have the drive motor directly coupled to the door hanger plates via a timing belt. There are shall be no other moving parts thus avoiding the need for more robust mechanical and electrical systems that are required to overcome the inefficiencies associated with physical characteristics.

All code required car door interlocks and related safety devices will be provided.

A. Door Protection: Electronic Entrance Detector Screen: Provide Cedes MiniMax electronic door detector device, which projects an infrared curtain of light guarding the door opening. Arrange to reopen doors if one beam of the curtain is penetrated. Unit shall have transmitters and receivers spaced at a minimum distance to provide the maximum amount of protection within the height of the doorway. Systems, which have the availability to turn Off or On individual zones within the curtain, will not be allowed.

#### 2.6 HOISTWAY EQUIPMENT:

- A. Guide Rails:
  - 1. Guides shall be steel T-section rails. Rail surfaces shall be machined smooth to insure proper operation of guides. Rail ends shall be accurately machined with tongue and matching groove centrally located on web. Non wearing rail surfaces are to be painted at the completion of the elevator in color selected by the Architect.
  - 2. Guides shall be joined and installed in accordance with Section 2.23 of the Code.
  - 3. Guide rails are to be concealed, so view from within elevator cab is minimized.
- B. Car Buffers: Spring and/or Oil type with blocking and support. Oil type buffers to be provided with sight glass to ensure proper oil levels. (User Note: For speeds greater than 200 fpm, oil buffers to be specified)

- C. Counterweight Buffers: Spring and/or Oil type with blocking and support. Oil type buffers to be provided with sight glass to ensure proper oil levels. (User Note: For speeds greater than 200 fpm, oil buffers to be specified)
- D. Roller Guides: Roller guides shall be mounted on top and bottom of the car and counterweight frames to engage the guide rails.
- E. Suspension Means: If steel core ropes are supplied, a means to provide constant lubrication shall be provided. An alarm indicator shall be provided when the oil reservoir is at 25% of capacity.
- F. Machine: AC gearless machine, with permanent magnet synchronous motor with a Protection Class of IP21 and Insulation Class F, direct current electro-mechanical disc brakes and integral traction drive sheave. Machine can be mounted to the car guide rail or support beam mounted at the top of the hoistway.
- G. Stop Switch: An enclosed stop switch, mounted in the pit of each elevator in accordance with Rule 2.2.6 of the Code, shall prevent operation of elevator when switch is activated. Switch shall be of the type described in Rule 2.2.6 of the Code.
- H. Emergency Auxiliary Stop Switch: An enclosed stop switch, mounted in the overhead machine area and/or on the machine of each elevator in accordance with Rule 2.7 of the Code, shall prevent operation of elevator when switch is activated. Switch shall be of the type described in Rule 2.7 of the Code.
- I. Dead End Hitch Assemblies: Provide dead end hitch assemblies in accordance with OEM's loading requirements.
- J. Counterweight
  - 1. Counterweights shall consist of a steel frame welded or bolted together and necessary steel weight sections. These weight sections shall be held securely in place within the frame. Submit paint finish of counterweights for approval. Paint color selection to be determined by the Architect.
    - a. A required counterweight screen where no compensation is used.
    - b. The bottom of the counterweight shall have a buffer striking plate and means to attach knock-off blocks during rope stretch.
    - c. Idler Sheave: To be located directly above the counterweight frame and integral with counterweight frame. The sheave material shall be accurately machined of semi-steel of hardness BHN 220-250 or as per manufacturers requirements.
    - d. Roller guides shall be mounted on top and bottom of the counterweight frames to engage the guide rails. Counterweight guides shall be of the roller type; each guide shall consist of three inch (3") large diameter polyurethane rollers equipped with sealed preloaded ball bearings. Each roller shall be supported by a pivoted rocker arm that shall automatically adjust itself to guide rail misalignment and prevent excessive lateral car movement.
- K. Governor: Friction type over-speed governor rated for the duty of the elevator specified and to operate the car safety. The finish of pit tension sheave shall be factory paint.
  - 1. Locate the governor where the car or the counterweight in case of overtravel cannot strike it, and where there is adequate space for full movement of governor parts

- 2. An electrical governor overspeed protective switch that, where operated, shall remove power from the driving machine motor and brake before or at the time of application of the safety.
- 3. Seal and tag the governor with the running speed, tripping speed, and date last tested as required by Code.
- L. Tension Sheave: Provide tension sheave in accordance with OEM's governor and car safety loading requirements
- M. Terminal Limits: Limit switches shall slowdown and stop the car at the terminals if the primary automatic stopping system fails.
- N. Life Safety Provisions: Life safety hooks and/or other life safety devices for fall protection to be in accordance with OSHA standards/guidelines. Life safety hook and/or other life safety devices locations to be coordinated and installed by the elevator contractor.

#### 2.7 MACHINE COMPONENTS:

- A. Motor:
  - 1. Bearings shall be rated with an ISO I10H life of 50,000 hours
  - 2. The motors shall be of the alternating current reversible asynchronous or synchronous type of a design adapted to the severe requirements of elevator service. Motor shall be capable of developing the torque required to meet or exceed an acceleration rate of 2 ft/sec<sup>2</sup> for the elevator car.
  - 3. A means to protect the windings and bearings from airborne dust shall be provided
  - 4. Insulation of all windings shall be impregnated and baked to prevent absorption of moisture and oil. The insulation resistance between motor frame and windings shall not be less than one megohm. The motor windings shall stand a dielectric test of twice the normal voltage plus 1000 RMS volts of 60 Hertz, alternating current for one minute.
  - 5. Motor leads in the conduit box shall have the same insulation class as the windings. Motor lead wire shall be rated 125 C and shall be sized for 105 C at the motor nameplate amperes at 1.0 Power Factor per Electrical Apparatus Service Association (EASA) recommendations. Leads are to be numbered for clockwise rotation when facing opposite the shaft end.
  - 6. The motor shall be designed to stand the severe loads encountered in elevator service and the windings shall have a minimum insulation temperature rating two ratings higher than the actual temperature rise of the motor, with a minimum rating of NEMA class F.
  - 7. The motor shall be designed to the ASME A17.1 rated load requirements.
  - 8. The 400A gearless hoist machines are electric motors hoisting devices that work directly to raise and lower the elevator car. These machines use ACVF technology to control the permanent magnet synchronous motor. They are designed to be used with steel traction ropes and consists of a drive frame, the motor, a single wrap traction sheave, a dual brake system, cooling fans, an encoder, a sheave/rope guard, conduit box, and isolation materials for mounting. A remote mechanical brake release handle for the PMS420 and LS Z6L is supplied separately as part of the control cabinet. A flexible cable is used to connect the brake release handle to the machine. The remote brake release handle is used to manually release the brakes and allow controlled movement of the car for

emergency conditions or servicing. The machines are designed for hoistway or machine room mounting. When mounted in the hoistway the temperatures at the top of the hoistway shall be maintained within 32 - 122 degrees F (0 to 50 degrees C), 95% relative humidity, non-condensing. The machine sizes, when facing the sheave are as follows: 34.96 inches wide by 28.94 inches deep by 26.86 inches high.

- B. Brake:
  - 1. The brake(s) shall be of the self adjusting fail-safe (spring applied and electrically released) type provided with an external manual brake release and designed to meet the service factor demand of its intended use.
- C. Gearless Machine:
  - 1. Sheave: The sheave material shall be accurately machined of semi-steel of hardness BHN 220-250.
  - 2. Antivibrational Mounts: For machines that are support beam mounted, an antivibrational mounting pad is to be provided.

#### 2.8 CONTROLLER COMPONENTS:

- A. Schindler Miconic GX controller shall be provided for each elevator. Controller shall govern starting, stopping and direction of travel of the elevator. The controller shall utilize solid state start control.
- B. Controller shall protect the motor against current overload, phase reversal, and phase failure. A reverse phase relay shall be provided on the controller. Controller shall automatically open the power supply, and bring the car to rest if any of the safety devices fail to operate or if the power fails.
- C. Selective Collective Operation: As defined by ASME A17.1 and shall be the pressure upon one or more car buttons shall send the car to the designated landings in the order in which the landings are reached by the car, irrespective of the sequence in which the buttons are pressed, provided the hoistway door interlock and car door switch circuits are completed. During this operation, the car shall also answer calls from the landings, which are in the prevailing direction of travel. Each landing call shall be canceled when answered
  - 1. Pressure upon a hall button at a floor above the car location shall cause the car to start up and answer any up calls as they are reached by the car irrespective of the sequence the buttons have been pressed. The car shall not stop at floors where down buttons only had been pressed. If not further car or up hall calls are registered, the car shall reverse its direction preference to responds to car calls or down hall calls.
  - 2. The car shall start down to answer calls below the car and shall not stop where only up calls are registered. When traveling up, the car shall reverse at the highest call and proceed to answer calls below it. When traveling down, the car shall reverse at the lowest call and answer calls above it.
  - 3. Should both an up and a down call be registered at an intermediate landing, only the call responding to the direction in which the car is traveling shall be canceled upon the stopping of the car at the landing.
- D. Controller shall be provided with starting switches of adequate size, together with all relays and switches to accomplish the type of elevator operation indicated herein. Switches that operate

power circuits shall be designed to prevent sticking due to fusing. Overload relay shall be of the manual reset type of suitable size for the motor furnished.

- E. All controller components shall be neatly mounted and wired in a vented galvanized enclosure. All terminals and wires shall have identification markings. Steel enclosure to be supplied with a raised base to prevent potential water infiltration within the control room area. The Miconic GX control enclosure shall be certified by CSA, TESA to fully comply with NFPA 70 and CSA-C22.1. The controller is also to be tested to meet industry standards in electro magnetic compatibility, safety and system level operations.
- F. The Miconic GX Controller shall be capable of communicating with the Owner SCADA via standard Ethernet LAN connection.
- G. The diagnostic system shall be an integral part of the controller and provide user friendly interaction between the service technician and the controller system.
- H. Controller will be used for remote monitoring capabilities. The contractor's engineering department will be responsible for programming the controller.
- I. The signals as stipulated in Attachment B shall be monitored and controlled remotely.
- J. The GCIOB360 board shall be the main processor. It shall control the elevator during normal automatic, hand and feature operations. It shall command the electric drive to control the movement of the elevator and controls the elevator door operation by commanding the CIOMRL board in the car station, which in turn commands the LUST door operator Control module in the car station. The GCIOB360 shall allow for the download of new software programs via a serial communications link.
- K. The ASILOGA and ASIBNA boards shall act as a backplane for the GCIOB360 as well as the communications boards (EBCOM, and EBLON). It shall be the interface to the traveling cable and supports the landing leveling unit, pendant station, and other critical peripheral devices. All relay circuitry required satisfying elevator safety codes shall reside on ASIBNA. It shall operate the hoistway access switches. The ASIBNA also shall contain the built-in SMLCD maintenance tool.
- L. This drive shall control the traction machine while monitoring temperature and current for protection. These are to be <u>non</u>-regenerative drives, meaning they are to use a bank of brake resistors to dissipate the regenerative energy instead of regenerating to the main line. There shall be a single-phase control transformer provided to reduce the building incoming power for different levels used by the controller. This transformer shall be used to power the 24VDC supply, door operator, machine brake, and safety circuit for system. The bridge rectifier and contactors shall both be used to control the machine brake. Two types of fuses shall be used, slow blow and fast acting. The slow blow fuses shall be used to protect the wiring and transformer in the control cabinet. The fast acting fuses shall protect the electric drive in case of an overload.
- M. The controller hardware and boards shall be protected up to a 6kV 3kA transient surge. This rating is determined to be a value to provide a significant amount of lightning protection.
- N. The electric drive includes a FEN filter as standard. This **shall** filter out any high frequency noise to reduce interference with other equipment within the building.
- O. An alpha numeric fault indicator shall be provided in the service cabinet.
- P. In cases where the programming is done by the supplier, the supplier must provide a copy of software chips. Contractor will provide an Eprom with all the base and job specific software for archival purposes.

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- Q. Each I/O shall be fuse protected or utilize optoisolation.
- R. Provide UPS for Controller memory.
- S. The ability to monitor the status of any controller remotely via the network.
- T. The ability to communicate with all other models of controller manufactured by said manufacturer.
- U. The controller shall be designed to operate automatically on standby power.
- V. Elevator Drive System

Regenerative Variable Voltage Variable Frequency Drive shall be non-regenerative...

- 1. Velocity shall be controlled by a feedback loop to within +/- 2% of contract speed and speed shall be independently supervised.
- 2. Position of floors in the building shall be learned during a slow speed setup run. Once learned, floor locations shall be stored in non-volatile memory. Power loss shall not require the floors to be re-learned. Stopping accuracy shall be +/- 6.3 mm or less. Re-leveling shall be automatic.
- 3. Resistors shall be provided to absorb the power regenerated by the motor. They shall dissipate power only when the motor is regenerating. Control shall be by IGBT.
- 4. Maximum total harmonic distortion shall not exceed IEEE Std. 519 to be measured at the elevator disconnect.
- W. Dielectric Matting: Dielectric rubber matting to be supplied on floor in front of controller to prevent accidental shock.

#### 2.9 HOISTWAY ENTRANCES

- A. General:
  - 1. Hoistway entrances shall be of the horizontal sliding type, with operation and number of panels as indicated on the Contract Drawings.
  - 2. All materials and finished surfaces exposed to public view shall be stainless steel with embossed finish and glass panels as indicated on Contract drawings. Glass panels to be completely flush with door assembly.
  - 3. Contractor to provide the following equipment in 316L stainless steel with a #4 finish:
    - All hoistway frames
    - All hoistway entrances
    - Elevators cab walls
    - All Elevator fronts
    - All cab doors
    - All car stations
    - All hall station plates

The following components will be galvanized:

- Fascia
- Dust covers
- Hanger track
- Headers
- Toe Guards
- B. Galvanizing of materials is to be in conformance with specification 05 05 13.10. Hoistway Frames and Doors:
  - 1. Entrance frames shall be of bolted (*User note: Optional Welded and Mitered based on hoistway wall configuration*) construction for complete one-piece unit assembly. All frames shall be securely fastened to fixing angles mounted in the hoistway and shall be of Type 316L stainless steel with directional grain in the vertical direction. The landing sills shall be nickel silver mill finish.
  - 2. Hoistway entrances shall be of the horizontal sliding type, with operation and number of panels as indicated on the Contract Drawings.
  - 3. Hoistway doors are to be stainless steel with a #4 satin finish with directional grain in the vertical direction and shall be reinforced and provided with keyways as required for operating mechanisms and door hangers. Each door panel shall have Z style/shaped stainless steel bottom guides that run in landing sill slots. Guides are to be replaceable without removing door panels.
  - 4. Provide stamped stainless jamb markings (2 per entrance) mounted at 5'-0".
  - 5. Hoistway door hangers and door operator shall be as specified herein.
- C. Struts and Closer Support Angles: Hoistway entrances adjacent to non-load bearing walls (gypsum dry wall, gypsum block, etc.) shall have hanger housing and door closers supported by steel angles of adequate size. Angles shall be continuous between sill and building beams above and shall be bolted to the hanger support. For load bearing walls (masonry, concrete block), submit for Engineer's approval, Shop Drawings of the method to be used to support hanger housing and door closers on the wall.
- D. Class A: Landing Sills and Guards: Landing sills shall conform to Rule 2.11 of the Code and shall be nickel silver with a mill finish supplied with grooves and trash slots for door guides and machine planed for minimum clearance.. Sill mounting shall be integral with entrance strut wall mounting. Landing sills shall be guarded in accordance with the Code by landing sill guards of nominal 0.078 inch thick galvanized steel.
- E. Hanger Supports and Cover Plates: Hanger supports shall be galvanized steel bolted to strut angles and closer support angles. Hanger cover plates shall be of galvanized steel and shall extend the full travel of the doors. Covers shall be made in sections for convenient access when servicing hangers. Hanger sections above door openings shall be removable from within elevator car.
- F. Fascia Plate and Dust Cover: Fascia plate and dust cover shall be galvanized steel, reinforced as necessary to ensure a flat even surface throughout. Fascia plate shall extend at least the full width of door opening on each side and fastened to hanger housings and sills above. Dust cover shall extend full width and height of door travel and fastened to hanger support at the highest landing. Toe guard shall be fastened to the sill at the lowest landing.

Fascia plates and dust covers shall be painted, color to be determined by the Architect. (User Note: Fascia plates are not required if car door interlock is specified, see 2.5 A (10))

- G. Interlocks and Contacts:
  - 1. The doors at each hoistway entrance shall be equipped with approved hoistway door interlocks of the hoistway unit system type tested as required by the Code.
  - 2. Interlock shall prevent operation of the car away from a landing until doors are locked in the closed position. Interlock shall prevent doors from opening at any landing from the corridor side unless car is at rest at that landing, or is in the leveling zone and stopping at that landing.
  - 3. Hoistway door unlocking devices shall conform to the requirements of the Code and shall be provided to permit authorized persons to gain access to hoistway when car is away from landing.
  - 4. Provide an electric contact mounted on the car that will prevent the car from moving away from landing unless car doors are closed.
- H. Sight Guards: Stainless steel to match hoistway entrance frame.

#### 2.10 CAB ENCLOSURE COMPONENTS:

- A. Elevator Car:
  - 1. General:
    - a. Elevator car and car components shall meet the applicable requirements of the Code. Car control station and position indicator shall be as specified herein.
    - b. Entire car assembly, including car frame and platform, shall be free from warps, buckles, and squeaks and rattles. Joints shall be lightproof.
  - 2. Car Frame and Platform:

Class A: Car frame and platform shall be welded galvanized steel units designed and fabricated in accordance with applicable requirements herein and Rule 2.14 of the Code. Elevators designated on the Contract Drawing with a passenger-freight shall be provided a transition plate for loading purposes.

- a. Protect car platform with fire retardant material. The platform shall be recessed as required to accept floor finish.
- b. For elevators 1, 2, 3 and 5, Contractor to provide sub floor material to be nominal  $\frac{3}{4}$ " thick marine grade plywood to prevent water infiltration between finished floor, cab and platform base.

For elevator 4, Contractor to provide sub floor material to be three sheets of  $\frac{1}{4}$ " aluminum diamond plate to significantly enhance the durability of the flooring system and to meet the loading requirements of Section 1.2A herein.

c. Floor covering for platform: Poured Epoxy, Color and samples to be submitted to the Architect.

- d. Idler Sheaves: To be located directly below the car platform and integral with platform frame. The sheave material shall be accurately machined of semi-steel of hardness BHN 220-250 or per as manufacturers requirements
- 3. Elevator Car Guides: Car guides shall be of the roller type; each guide shall consist of a set of three (3) large diameter polyurethane rollers equipped with sealed preloaded ball bearings. Each roller shall automatically adjust itself to guide rail misalignment and prevent excessive lateral car movement.
- 4. Car Enclosures:
  - a. Car Top: Car top shall be of stretcher leveled, cabinet grade, and nominal 0.109 inch thick furniture sheet steel, reinforced to support 300 pounds on any one square foot area. An emergency exit shall be installed in the car top in conformance with the Code. Interior surface of car top shall be painted reflective white. Exterior surface of car top shall be painted black.
  - *b.* Size and detail to withstand design stresses and provide for attachment and support of cladding, housing, ceiling, glass panels, and appurtenances. Paint all members after fabrication. Exterior of car glazing shall be easily accessible for cleaning.
  - *c.* Lighting is to be supplied with vandal resistant properties, (*Insert Model Name and Type*). Lighting to be mounted within the car top/canopy. Quantity/number of fixtures as indicated on contract drawings.
  - d. Interior Walls: Interior walls shall be as shown on the Contract Drawings and in accordance with the following:
    - 1) Finish shall be Type 316L Stainless with rigidized textured surface, pattern to be selected by architect.
    - 2) Glazing per 2.2F.
  - *e.* Stationary front return, transom and entrance column are to be provided in Type 316L stainless steel. Finish to be determined by Architect. *(User Note: Returns can be hinged for service)*
  - f. Car Doors: Car doors shall be of the horizontal sliding type with operator, number of panels, door material and finish of exposed surfaces shall be constructed of and faced with Type 316L stainless steel with direction grain in the vertical direction. Doors shall protect the full width and height of car entrance opening when in the fully closed position. Car doorframe shall be integral with front wall of cab.
- 5. Car Door Equipment:
  - a. Door Hangers: Door hangers for car and hoistway doors shall be of the two point suspension sheave type equipped with sealed heavy duty precision ball bearings, eccentric up-thrust rollers. Track shall be of formed galvanized steel and a rounded aluminum track surface to receive sheaves. Contractor to provide drawings for review.
  - b. Car/Hoistway Door Operator: Car and hoistway doors at each landing shall be opened and closed quietly and smoothly by an electric operator.
  - c. Door Protection: Electronic Entrance Detector Screen: Provide TriTronics electronic door detector device, which projects an infrared curtain of light guarding the door opening. Arrange to reopen doors if one beam of the curtain is

14 21 10 - 20 TRANSIT GRADE ELECTRIC TRACTION ELEVATORS (MRL) CLASS A penetrated. Unit shall have Transmitters and Receivers spaced at a minimum distance to provide the maximum amount of protection within the height of the doorway. Systems, which have the availability to turn Off or On individual zones within the curtain, will not be allowed.

- d. Lighting: Car lighting shall provide a minimum of 10-foot candles and shall of the type shown on the Contract Drawings Car lighting shall be provided with emergency battery backup upon failure or interruption of normal car lighting. Emergency lighting unit shall provide required lighting for a minimum of four (4) hours. Battery charger shall be capable of restoring battery to full charge within sixteen (16) hours after resumption of normal power. Provide an external means for testing battery, lamps, and alarm bell.
- e. Handrails: Stainless steel handrails with finish to match faceplates of signal and control fixtures shall be provided as shown on the Contract Drawings.
- 6. Safety: A governor actuated mechanical safety device mounted under the car platform and securely bolted to the car sling. The car safety shall be sized for the capacity and speed noted in Section 14 21 00 TRACTION PASSENGER ELEVATORS (MRL). For Class C loading, the car safety shall be sized for the capacity, concentrated C3 loading and speed noted Section 14 21 00 TRACTION PASSENGER ELEVATORS (MRL).
  - a. When tripped, the safety mechanism shall engage the rails with sufficient force to stop a fully loaded car with an average rate of retardation within the limits given by the ASME A17.1 Code for the capacity for elevators 1, 2, 3 and 5 and for the capacity per the loading criteria as specifically specified in Section 1.2A herein for Elevator #4.
  - b. Make provisions to release the car safety. In no event shall the safety be released by downward motion of the car. Raising the car to reset the safety shall be allowed
  - c. Include .an electrical safety plank switch that will interrupt the power to the hoist machine when the safety is set. Resetting the plank switch shall be separate from resetting the safety jaws.
  - d. Install a car safety marking plate of corrosion resistant metal showing the data required by the Code.

#### 2.11 SIGNAL DEVICES AND FIXTURES:

- A. General: Provide signal fixtures and control devices for each elevator. Buttons and signals shall be tamper resistant of the illuminated type that light-up when activated and remain lit until call or other function has been fulfilled. All signal fixture and control device faceplates shall be of Type 316L, nominal 0.135 inch thick stainless steel with No. 4 finish, unless otherwise shown on the Contract Drawings.
- B. Car Operating Station:
  - 1. Provide one (1) main station in the front return of the elevator. (User Note: For those elevators with both front and rear entrances, one (1) auxiliary station to be located at the rear return in addition to the main station).
  - 2. Car operating stations shall contain a numbered call button for each landing served, and buttons for DOOR-OPEN, DOOR-CLOSE, , and ALARM call functions. Buttons shall be tamper resistant Type 316L stainless steel.

- 3. Station shall also have keyed switches for car light, exhaust fan, inspection, independent operation, emergency stop and a non-contact door reopening device deactivation if a light-ray type device is provided.
- 4. Station faceplate shall be Type 316L stainless steel with #4 finish. as indicated on the Contract drawings.
- 5. Engrave the car operating panel with the following:
  - a. No Smoking. Minimum 1 inch high lettering.
  - b. In Case of Fire Do Not Use Elevator: Minimum <sup>1</sup>/<sub>2</sub>" lettering
  - c. Elevator Number: Minimum 1 inch high lettering.
  - d. Elevator Capacity: Minimum 3/8 inch high lettering.
  - e. Firefighters Operating Instructions. Minimum 1/8 inch high Lettering. (User Note: See local authority having jurisdiction fire instruction requirements)
- 6. Provide die cast raised markings for the car buttons and car controls in compliance with the "Handicapped Requirements" of ANSI/ASME A17.1. Die cast plates are to be flush with faceplate surface. Plates are surface mounted
- 7. Emergency Communication: Telephone per contract documents.
- C. Top of Car Operating Device: Provide a top-of-car operating device in compliance with the requirements of Rules 2.26 of the Code. The device shall have control switches for UP, DOWN, OPERATE/INSPECT, EMERGENCY STOP, , and LIGHT SWITCH. The device shall also have an 110v ac outlet for extension cord and provided with a light and rigidized guard
- D. Hall Stations: Hall stations of the push-button, call acknowledging, stainless steel, tamper resistant type shall be recess mounted into the wall at all elevator landings. Highest landing shall have a single DOWN button. Lowest landing shall have a single UP button. Intermediate landings shall have UP and DOWN buttons with the Up button on top. Faceplate finish shall be Type 316L #4 stainless steel. Appendix "O" fire signs shall be integral within the faceplate, at all floors.
- E. Car and Hall Position Indicator: Car position indicator shall be tamper resistant of the illuminated-signal or digital-display type, complete with an adjustable electronic chime that shall sound when car is stopping or passing a floor served by the elevator. Include direction-of-next travel signal if not provided in car control station. Indicator shall be mounted in the return above the car operating station(s).
- F. Hall Lanterns:
  - 1. Tamper resistant hall lanterns shall be equipped with illuminated UP and DOWN signal arrows, but provide single arrow where only one direction is possible. Provided units projecting from faceplate for ease of angular viewing. Match materials, finishes and mounting method with hall stations.
  - 2. In conjunction with each hall lantern, provide an adjustable electronic chime signal to indicate that a car is arriving in response to a hall call and to indicate direction of car travel. Signal shall sound one for up direction of travel and twice for down direction.
- G. Bell Alarm System: Bell alarm system for each elevator shall be properly located within building and audible outside hoistway when activated by the EMERGENCY STOP switch or the ALARM call button on each car control station.

H. Firefighters' Service System: Firefighters' service system shall be provided in compliance with national and local code requirements.

#### 2.12 WIRING AND ELECTRICAL INSTALLATION:

- A. Electrical installation shall be in accordance with Division 16.
- B. Conduit and Wiring:

Unless otherwise specified, all electrical conductors in the pits and hoistways, except traveling cable connections to the car shall be provided in rigid zinc-coated steel conduit, or galvanized steel conduit with steel outlet boxes, except that a small amount of flexible conduit may be used where conduit is not subject to moisture or embedded in concrete. Terminal boxes and other similar items shall be of approved construction, thoroughly reinforced, and in no case less than number 12 USSG. All electrical boxes exceeding 150 cubic inches shall be supported independently of the conduits. The rigid conduit shall conform to the specifications here in before specified. All raceway shall be threaded rigid steel conduit. Flexible heavy-duty service cord, type SO, may be used between fixed car wiring and switches on car doors for door reversal devices.

- 1. All conduit terminating in steel cabinets, junction boxes, wireways, switch boxes, outlet boxes and similar locations shall have approved insulation bushings. If the bushings are constructed completely of insulation material, a steel locknut shall be installed under the bushing. At ends of conduits not terminating in steel cabinets or boxes, the conductors shall be protected by terminal fittings having an insulated opening for the conductors. All conduits terminating in NEMA 4X.
- 2. Conduit fittings and connections using set screws or indentations as a means of attachment are not permitted
- 3. Connect motors and other components subject to movement or vibration, to the conduit systems with flexible conduit.
- 4. The Contractor shall furnish all materials and completely wire all parts of the electrical equipment of the elevators including electrical devices on hatch doors.
- 5. All solid state and electrical components located on top of the car enclosure or in the hoistway shall be installed within NEMA 4X enclosures or galvanized shrouding if NEMA 4X enclosure is not available.
- 6. The conduits shall be of such size that the wires or cables can be readily installed and replaced, if necessary. No conduit or raceway shall be less than 3/4 inch trade size, except that for small devices such as door switches, interlocks, etc., ½ inch conduit may be used. The total overall cross sectional area of the wires contained in any conduit shall not exceed 40 percent of the internal area of the conduit.
- 7. Conduits shall be neatly and systematically run. All exposed conduit and boxes shall be supported by approved and substantial straps, hangers or clamps to the structural steel, reinforced concrete, or other approved supports. Riser conduits in hoistway shall be supported at each floor level.
- 8. All interlock, hall button and limit switch branch wiring shall be enclosed in flexible steel conduit with covering of liquid tight Type "EF" with connectors having nylon insulated throat.

- 9. All screws used for terminal connections of all wiring (control room, machine area, hoistway and pit) shall be provided with "star washers" of proper size and type.
- C. Conductors:
  - 1. No joints or splices shall be permitted in wiring except at outlets. Tap connectors may be used in wireways provided they meet all UL requirements
  - 2. All wiring shall test free from short circuits or grounds. Insulation resistance between individual external conductors and between conductors and ground shall be not less than one meg-ohm.
  - 3. Provide all necessary conduit and wiring between all remote control rooms, machine areas and hoistway.
- D. Traveling Electrical Cable

Traveling cable shall consist of 20 #14 AWG (5 spares), 35 - #18 AWG (12 spares), 13 - #20 AWG twisted shielded pairs (7 spares) and 2 RG6 coal cables.

- E. Car and hall operating signal circuits shall not exceed 48 volts.
- F. All cabinets containing motor drives, filter boxes, transformers and power reactors shall be preconfigured with legs that raise the controller cabinet above floor level by three inches and shall be isolated from the base building structure with elastomer pads having a minimum static deflection of 3/8" (Mason Type N, or equivalent). All connections to and from the cabinetry shall be flexible in order not to compromise the isolation system. Use non-rigid conduit for the final electrical connection, with all other conduit supports and clamps provided on a neoprene sponge insert.

#### 2.13 OPERATION:

- A. General: Operation shall be simplex collective as defined by ASME A17.1.
  - 1. Simplex Collective Operation:
    - a. Operation shall be automatic by means of the car and landing buttons. Stops registered by the momentary actuation of the car or landing buttons shall be made in the order in which the landings are reached in each direction of travel after the buttons have been actuated. All stops shall be subject to the respective car or landing button being actuated sufficiently in advance of the arrival of the car at that landing to enable the stop to be made. The first car or landing button actuated shall establish the direction of travel for an idle car.
    - b. "UP" landing calls shall be answered while the car is traveling in the up direction and "DOWN" landing calls shall be answered while the car is traveling down. The car shall reverse after the uppermost or lowermost car or landing calls has been answered, and proceed to answer car calls and landing calls registered in the opposite direction of travel.
    - c. If the car without registered car calls arrives at a floor where both up and down hall calls are registered, it shall initially respond to the hall call in the direction that the car was traveling. If no car call or hall call is registered for further travel in that direction, the car shall close its doors and immediately reopen them in response to the hall call in the opposite direction. Direction lanterns, if provided, shall indicate the changed direction when the doors reopen.

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- B. Independent Service: Provide a key switch in the car operating panel which, when actuated, shall cancel previously registered car calls, disconnect the elevator from the hall buttons and allow operation from the car buttons only.
- C. Non-Contact Door Reopening Device operation shall be as follows:
  - 1. The doors shall be prevented from closing from their full open position if any obstruction comes within the zone of detection. The detection zone shall move with the doors and if a person or object enters the zone as the doors are closing, the doors shall reverse and reopen. The doors shall re-close after a minimal time interval. A passenger entering or leaving the car shall not cause the doors to stop and reverse unless the doors reach a predetermined proximity to the passenger.
  - 2. After a stop is made, the doors shall remain open for a time interval to permit passenger transfer, after which the doors shall close automatically. This interval shall be less for a car call stop than for a hall call stop or a coincident car/hall call stop.
- D. Door Operation:
  - 1. Door close shall be arranged to start after a minimum time, consistent with handicapped requirements, from notification that a car is answering a hall call.
  - 2. Doors shall be arranged to remain open for a time period sufficient to meet handicapped requirements.
  - 3. The time interval for which the elevator doors remain open when a car stops at a landing shall be independently adjustable for response to car calls and response to hall calls.
  - 4. An approved positive interlock shall be provided for each hoistway entrance, which shall prevent operation of the elevator unless all doors for that elevator are closed and shall maintain the doors in their closed position while the elevator is away from the landing. Emergency access to the hoistway as required by governing codes shall be provided.
- E. Standby Power Transfer: Upon the loss of normal power provide controls to automatically lower the elevator(s) nonstop to the lowest landing designated by the Fire Department. When arriving at the lowest landing, the elevator doors shall open automatically and remain open until regular door time has expired. The elevator shall then become deactivated.
- F. Automatic Leveling: Machine room-Less gearless machine design shall be coordinated with the control so that car shall slow down and stop automatically at the floor (within 1/4 inch) after transition from contract speed. Car level shall be maintained automatically within one-quarter inch of the landing by an anti-creep leveling device regardless of any deviation that maybe caused by the loading or unloading of the car. Landing zone detection shall indicate to the control system the position with respect to the floor level.
- G. Top-of-Car Operating Device: Operation of elevator from top-of-car device shall also be subject to applicable electrical protective devices required in Rule 2.26 of the Code.
- H. Elevator Control Room:
  - 1. A metal cabinet of not less than twenty (20) cubic feet in volume shall be provided and located in the control room area. Cabinet to be rated to hold flammable materials.
  - 2. Cabinet shall have lockable doors and be mounted on legs or a pedestal, minimum of four (4) inches off the floor.

3. Cabinet shall be painted and marked for elevator purposes, as directed by the Owner, and Contractor shall store small parts, supplies, tools, and other materials within.

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Prior to commencing with the installation of elevator equipment, examine the following and verify that no irregularities exist that would affect the quality of execution of work as specified.
  - 1. Hoistway size and plumbness.
  - 2. Anchor brackets.
  - 3. Sill support.
  - 4. Pit depth.
  - 5. Overhead clearance.

#### 3.2 INSTALLATION:

- A. Install elevator in accordance with the OEM 's installation procedures and approved Shop Drawings.
- B. Verify that electrical wiring installation is in accordance with the OEM's submittal and in accordance with the installation requirements of other Sections of the Specifications.
- C. Erect all items square, plumb, straight and accurately fitted with tight joints and intersections.
- D. Coordinate all trades to ensure that the installation of the elevators is not in conflict with the work performed of other trades.
- E. Isolate non-compatible, dissimilar materials from each other by providing vibration isolation, gaskets or insulating compounds.
- F. Provide protective coverings for finished surfaces.
- G. Upon completion, touch up and restore damaged or defaced factory finished surfaces. Touch up any marred finishes and replace as directed by the Owner.
- H. Remove protective coverings and clean exposed surfaces after completion.
- I. Elevator Control Room:
  - 1. A metal cabinet of not less than twenty (20) cubic feet in volume (52 inches high x 36 inches wide x 18 inches deep) shall be provided in the elevator control room.
  - 2. Cabinet shall have lockable doors and be mounted on legs or pedestals, a minimum of four (4) inches off the floor.
  - 3. Cabinet shall be painted and marked for control purposes, as directed by the Engineer, and Contractor shall store small parts, supplies, tools, and other materials within.
- J. Welding shall comply with AWS D1.1. Identify field welds with welder's identification stamp.

#### 3.3 FIELD TESTING

- A. Acceptance Testing:
  - 1. General: After installation and before date approved for start of interim maintenance, inspect and test the elevator and related equipment to the Engineer's satisfaction that operation of every part of equipment complies with applicable requirements of ASME/ANSI A17.1 including sound level criteria specified in paragraph 1.4E herein. Elevator shall be inspected in accordance with procedures outlined ANSI/ASME A17.2.
    - a. Provide test instruments, materials, other necessary facilities, and all labor required for acceptance tests specified.
  - 2. Notification Requirements:
    - a. Notify the Project Manager and the Engineer a minimum of five (5) working days prior to each scheduled test.
  - 3. Full Load Run Test: Run elevator continuously a minimum of four (4) hours with full specified rated load, during which time car shall be stopped at top and bottom landings with a minimum standing period of 10 seconds at each landing.
  - 4. Speed Test: Make tests before and after full load tests. Using a tachometer on guide rail, determine actual speed of car in both directions of travel, both with full-specified rated load and no load in car. Tolerances for determining if car speeds meet the specified requirements are as follows:
    - a. Ascending Car Speed: Not more than 10 percent above or more than 10 percent below required speed.
    - b. Descending Car Speed: Not more than 10 percent above or more than 10 percent below required speed.
  - 5. Car Leveling Test: Determine accuracy of floor landing tests both before and after full load run tests. Minimum of 1/4 inch leveling must be maintained. Test accuracy of landing at all floors with full load and no load in car, in both directions of travel.
  - 6. Electrical Tests: Ensure elevator wiring system is free of short circuits and accidental grounds. Test ground resistance of elevator structure, equipment, and raceways for continuity. Using megohm-meter, determine that insulation resistance of each circuit is more than one (1) megohm or higher as required by the cable manufacturer. Insulation resistance for motors shall be determined under actual conditions after installation.
  - 7. Acceptance: Elevator acceptance will be based upon elevators meeting requirements of Contract Documents and upon evidence of passing specified acceptance tests and inspections. Final testing will be after elevators are connected to permanent power.
  - 8. Test Reports: Within five (5) days after completion of a test, submit a test report stating type of test, test requirements, failures, or problems, and name of certifying Engineer and Title. Safety device failure or defective equipment shall be identified, with description of cause and corrective action taken.
  - 9. Failures for any reasons shall be identified with cause(s) and corrective action taken.
  - 10. Retest Notification Requirements:
    - a. The Project Manager and Engineer shall be notified ten (10) days prior to the scheduled retest.

- b. If any equipment is found to be damaged or defective, or if the performance of the elevator does not conform to the requirements of the contract specifications or the Safety Code, no approval or acceptance of elevators shall be issued until all defects have been corrected. When the repairs and adjustments have been completed and the discrepancies corrected, the Owner shall be notified and the elevator will be re-inspected. Rejected elevators shall not be used until they have been re-inspected and approved.
- 11. The certificate of inspection for operational use will be issued to the Owner by the enforcing inspection agency. The certificate shall be posted in the elevator control room and in the car operating station service cabinet.
- B. Any deficiencies and defects discovered during the field-testing shall be corrected, repaired, replaced and retested to the satisfactory of the Engineer.

#### 3.4 ADJUSTING AND CLEANING:

- A. Immediately upon the completion of the elevators, thoroughly clean each elevator including car and hoistway doors and install 3/4 inch fire retardant plywood on wood studs (2 feet –0 inches on centers) to protect all hoistway doors, frames and sills. This protection shall be maintained until the Owner orders its removal, just prior to acceptance. At that time the Contractor shall perform a complete re-cleaning including doors and cabs.
- B. Remove all debris not necessary for the elevator's operation that could cause safety problems.
- C. Keep areas orderly and free from debris during the progress of the Project.
- D. Remove all loose materials and filings resulting from this work from hoistway surfaces, pits and control room spaces.
- E. Clean control room floor of dirt, oil and grease.

#### 3.5 OWNER COORDINATION:

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to operate elevators.
- B. Check operation of elevators with Owner's personnel present and before date of Substantial Completion. Determine that operation systems and devices are functioning properly.
- C. Check operation of elevators with Owner's personnel present not more than one month before end of warranty period. Determine that operation systems and devices are functioning properly.

#### **PART 4 - MEASUREMENT AND PAYMENT**

4.01 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for Transit Grade Electric Traction Elevators (MRL) Class A and Class C and this will be paid for as part of the overall Contract Lump Sum for that particular item of work, listed in the BID FORM, as applicable.

#### END OF SECTION 14 21 10

14 21 10 - 28 TRANSIT GRADE ELECTRIC TRACTION ELEVATORS (MRL) CLASS A



City of Doral

## DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>st</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

## **REFERENCE DOCUMENT R-4 DORAL BOULEVARD GATEWAY FEATURES**

## NARRATIVE

The Councilmembers of the City of Doral have approved a design for entry features to be located at the entrance gateway locations on both the north and south sides of NW 36th Street (Doral Boulevard) within the City of Doral, FL and just outside of the boundaries of the limited access facility of SR 826 (Palmetto Expressway).

The goal for the project is to identify to vehicular drivers, cyclists and pedestrians utilizing Doral Boulevard the boundaries of the City of Doral. The Council also wishes to incorporate its branding into the gateway sign feature with its logo, date established, and its motto of "Live, Learn, Work, Play", which communicates the City's dedication to creating environments that are business friendly and provide opportunities for an increased quality of life.

The design of the sign is such that it communicates the City's progressive, contemporary appeal to an international and diverse community. These are expressed in the design's simple, contemporary geometry and form, its clear color branding, and its choice of modern, durable materials.



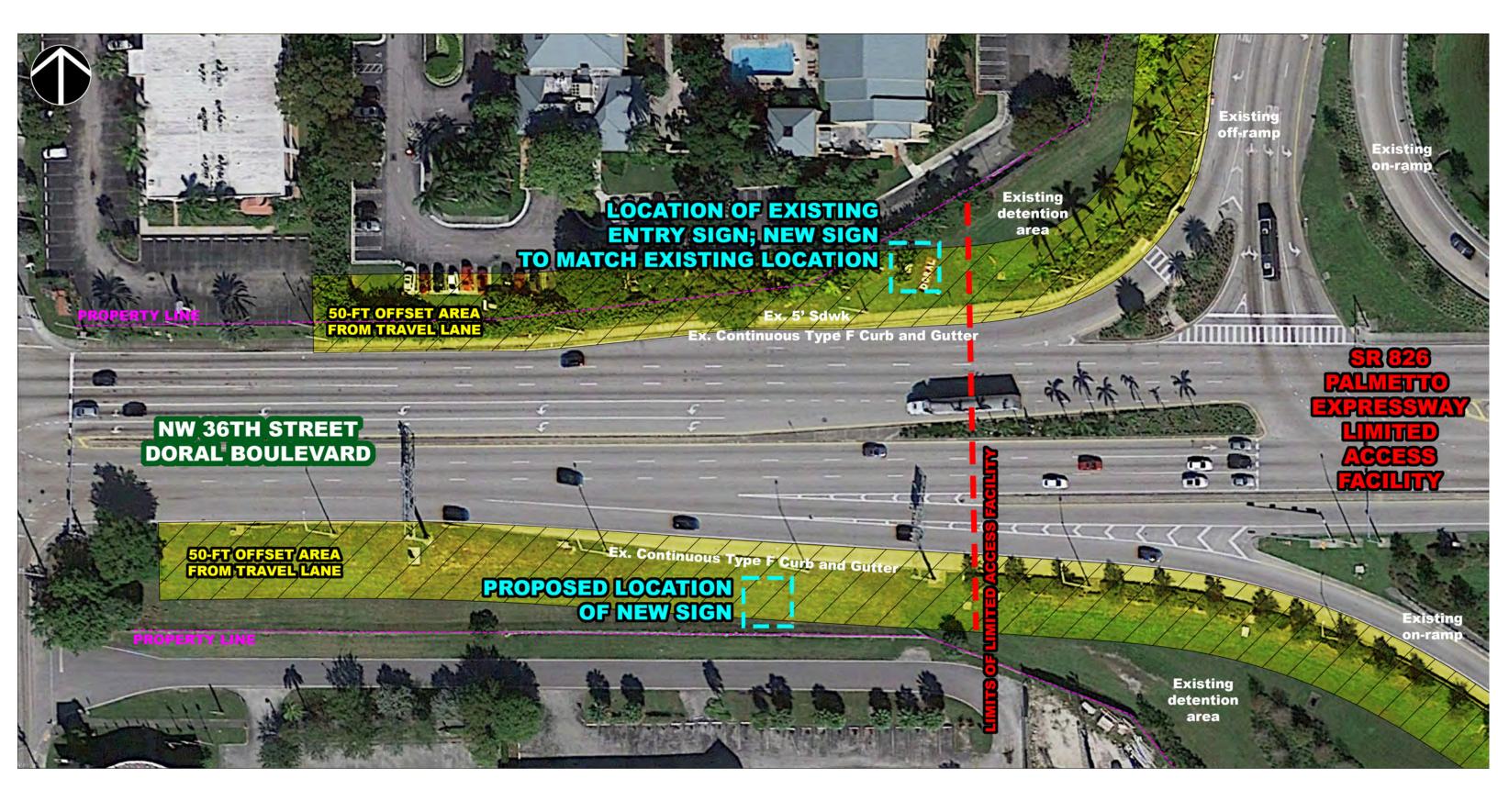
## **NARRATIVE AND ANNOTATED 3-D RENDERING**

MAXIMUM HEIGHT OF 25 FEET ALL TEXT SHALL BE LESS THEN 4 FT TALL (AVERAGE HEIGHT SHOWN 8 INCHES)









## **PROPOSED GATEWAY SIGN LOCATIONS**







WITHIN CITY OF DORAL, FL, ALONG NW 36TH STREET BEYOND THE LIMITS OF THE LIMITED ACCESS FACILITY OF SR 826







**DAYTIME VS NIGHTIME VIEWS** WITH SUBTLE ILLUMINATION TO CREATE A 'GLOW"; NO GLARE AND NO STROBING, MOVING OR FLASHING LIGHTS





## MODEL PHOTOS AND EXAMPLE OF METAL 'SHROUD' ELEMENT







ALL MATERIALS TO BE TREATED TO BE NON-REFLECTIVE TO ELIMINATE ANY POSSIBLE CIRCUMSTANCES OF REFLECTIVE GLARE









#### **PROPOSED PLANTIGN PALETTE** FLORIDA-FRIENDLY PLANTING THAT REQUIRES REDUCED IRRIGATION ONCE ESTABLISHED; PLANTING TO BE MAINTAINED BY THE CITY



City of Doral

## DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

**REFERENCE DOCUMENT R-5 GEOTECHNICAL SURVEY**  February 7, 2020

Pevida Highway Designers (PHD)

8600 NW 17<sup>th</sup> Street, Suite 160 Doral, Florida 33126

Attention: Mr. Allan Sequeira, P.E.

Re: Preliminary Geotechnical Exploration Data Report Pedestrian Bridge over NW 41<sup>st</sup> Street City of Doral, Miami-Dade County, Florida PSI Project No. 03971499-1

Dear Mr. Sequeira:

Professional Service Industries, Incorporated (PSI), an Intertek Company has completed a preliminary geotechnical exploration for the proposed pedestrian bridge over Northwest 41<sup>st</sup> Street in Doral, Miami-Dade County, Florida. This report presents the results of the preliminary exploration. This study was performed in general accordance with PSI's Technical Proposal No. 0397-100.

PSI sincerely appreciates the opportunity of providing geotechnical engineering services to Pevida Highway Designers (PHD) on this project. If you have questions concerning the contents of this report or need additional information, please do not hesitate to contact our office.

Respectfully submitted, **Professional Service Industries, Inc.** Certificate of Authorization No. 3684

Nayan Saha, P.E. Senior Geotechnical Engineer Florida License No. 81635

C. L. alvies

Courtland Alvies, E.I. Staff Engineer

Lloyd T. Lasher Jr., P.E. Senior Geotechnical Engineer Florida License No. 56794

PRELIMINARY GEOTECHNICAL EXPLORATION DATA REPORT BRIDGE STRUCTURES: PEDESTRIAN BRIDGE OVER 41<sup>ST</sup> STREET CITY OF DORAL MIAMI-DADE COUNTY, FLORIDA PSI PROJECT NO. 03971499-1

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#### APPENDIX B

USDA AND USGS SITE VICINITY MAPS AND REPORT OF CORE BORING SHEETS

#### 1.0 INTRODUCTION

#### 1.1 PROJECT INFORMATION

PSI understands that the subject project consists of work related to the development of a new pedestrian bridge over Northwest 41<sup>st</sup> Street (Doral Boulevard) at the Homestead Extension of Florida's Turnpike (SR 821) (HEFT) in the City of Doral, Miami-Dade County, Florida. We understand that the proposed bridge will be a single span structure over the Northwest 41<sup>st</sup> Street right-of-way to avoid impacting existing culverts connecting the Snapper Creek Canal. The overall length will be approximately 160 ½ feet clear between elevator towers which will be located a minimum of 16 feet from the existing edge of pavement. The bridge will carry pedestrian and bicycle traffic and shall provide a minimum of 12 feet total clear walkway with access provided through a combination of elevators (single), staircases, and ramps. Based on our review of the concept plans provided, we have identified the following bridge components.

	Station		Approx.	Approx.	
Component	Begin	End	Length (ft)	Max. Height (ft)	
MSE Wall A-1	4024+71.61	4026+90.11	218.50	12	
South Ramp (End Bent, Pier 2, Pier 3, Elevator Tower 4)	4026+90.11	4028+13.86	123.75	22	
Prefabricated Steel Truss Bridge over NW 41 <sup>st</sup> St. (Elevator Tower 4 to Elevator Tower 5)	4028+13.86	4029+88.36	174.5	22	
North Ramp (Elevator Tower 5, Pier 6, Pier 7, Pier 9, Pier 10, End Bent 11)	4029+88.36	4032+23.11	234.75	22	
MSE Wall B-1	4032+23.11	4033+30.61	107.50	12	

The objective of the report is presenting the exploration results in a data report. Providing geotechnical engineering recommendations, foundation analysis and interpretation of the exploration data are out of the currently approved scope for this project. Should any of the noted details be inconsistent with the planned development, PSI requests that you contact us immediately to allow us to make any necessary modifications to this report.

#### 1.2 SITE DESCRIPTION

The proposed pedestrian bridge is to be located east of the Homestead Extension of Florida's Turnpike (SR 821). The planned development appears to be an extension of the Turnpike Trail which runs in the north and south direction parallel to the east side of the Turnpike. It is planned to span over Northwest 41<sup>st</sup> Street (Doral Boulevard). Specifically, the development is to be located within Township: 53 South, Range: 39 East & 40 East, Sections 24, 25, 19, & 30 (please see **Sheet 1** in **Appendix B**). The proposed site is located in a generally urban area of Miami-Dade County.

#### 2.0 SCOPE OF SERVICES

Our services for this project consisted of providing geotechnical engineering services in general accordance with the Florida Department of Transportation (FDOT) "Soils and Foundation Handbook". The scope for this report was limited to providing geotechnical exploration results.

The following services were provided to achieve the preceding objective of the geotechnical exploration program:

- 1. Reviewed the "Soil Survey of Dade County, Florida" published by the United States Department of Agriculture (USDA) Soil Conservation Service (SCS) and the "Hialeah SW, Florida" Quadrangle Map published by the United States Geologic Survey (USGS).
- 2. Prepared boring location plans.
- 3. Staked boring locations in the field.
- 4. Conducted a general visual reconnaissance of the site and coordinated underground utility location services.
- 5. Planned and performed a total of four (4) SPT borings to termination depths varying from 30 feet to 75 feet.
- 6. Measured the groundwater table, if encountered, in each of the borings performed.
- 7. Visually classified the sampled soils in general accordance with the USCS Soil Classification System.
- 8. Conducted a laboratory testing program consisting of full gradation tests, natural moisture content tests, fine content tests and Atterberg Limits.
- 9. Prepared this Geotechnical Exploration Data Report summarizing pertinent information from the field and laboratory testing program results.

#### 3.0 SUBSURFACE EXPLORATION

#### 3.1 BORING LOCATIONS AND UTILITY CLEARANCE

The boring location plan was generated based on a review of the general guidance provided in the FDOT "Soils and Foundation Handbook" along with our engineering judgment. The bridge boring locations were selected by PSI based on the preliminary plans for the proposed new bridge. Generally, the borings were performed at the proposed boring locations. When not possible, due to utility constraints or access restrictions, the boring locations were moved. Utility clearances were coordinated by PSI.

### 3.2 FIELD EXPLORATION

Field exploration consisting of four (4) SPT borings in the vicinity of the planned bridge development. The boring locations were selected based on the preliminary plans provided to PSI. The approximate latitude and longitude of the boring locations was obtained with a recreational grade, hand-held GPS unit and should be considered approximate.

All of the soil borings were conducted in general accordance with the FDOT Soils and Foundation Handbook and ASTM D 1586. All the borings were sampled nearly continuously to 10 feet below the existing ground surface before each was advanced with a truck mounted drilling rig until reaching boring termination depth. Samples obtained deeper than 10 feet were collected on intervals of 2 <sup>1</sup>/<sub>2</sub> feet. As called for by local regulations, the borings were grouted upon completion.

After seating the sampler 6 inches, the number of successive blows required to drive the sampler 12 inches into the soil constitutes the test result commonly referred to as the N-value. The N-value has been empirically correlated with various soil properties and is considered to be indicative of the relative density of cohesionless soils and the consistency of cohesive soils. The reported values were not corrected for hammer efficiency.

The recovered split spoon samples were visually classified in the field with representative portions of the samples placed in air-tight jars and transported to Intertek-PSI Tampa office for review by a geotechnical engineer and for confirmation of the field classification. Classifications were performed in general accordance with the USCS Soil Classification System. A soil profile was prepared for each borehole indicating lithological materials encountered and any additional pertinent information.

The boring locations along with soil profiles are presented on the Report of Core Borings sheets in **Appendix B**. In addition, latitude and longitude coordinates of each boring are provided on those sheets.

# 4.0 LABORATORY TESTING

### 4.1 SOIL CLASSIFICATION TESTING

Representative soil samples collected from the borings were visually reviewed in the laboratory by a geotechnical engineer to confirm the field classification. The samples were classified in general accordance with the USCS Soil Classification System for the structure borings. Classification was based on visual observations with the aid of laboratory test results performed on selected representative samples. Laboratory classification tests consisting of full gradation, fines content (% passing #200 sieve) and natural moisture content tests were performed on selected soil samples believed to be representative of the materials encountered.

### 4.2 LABORATORY TEST RESULTS

The laboratory test results performed on soil samples for the structure soil borings are presented and summarizes in Table 2 of Appendix A. The Report of Core Borings sheets in Appendix B also summarize laboratory testing program results as well as corrosion test results. Environmental classification for bridge elements are as follows:

- Substructure: Steel Moderately Aggressive, Concrete Moderately Aggressive
- Superstructure: Steel Slightly Aggressive, Concrete Slightly Aggressive

### 5.0 GENERALIZED SUBSURFACE SOIL CONDITIONS

### 5.1 REGIONAL GEOLOGY

The site is in the Coastal Plain Physiographic Province. The Coastal Plain is a wedge-shaped deposit of Cretaceous and younger sediments which ranges in thickness from near zero at the contact with the Piedmont Physiographic Province (the Fall Line) along its northwest edge, to thousands of feet at the coast. Coastal Plain soils are marine deposits which range in age from [10.1] near the contact with ancient continental rocks at the "Fall Line" to [10.2] near the coast. They contain various materials including interbedded soft and hard limestones, gravels, sands, silts, and clays, as well as organics.

### 5.2 DADE COUNTY SOIL SURVEY

The "Soil Survey of Dade County, Florida", published in 1987 by the United States Department of Agriculture (USDA) Soil Conservation Service (SCS), was reviewed for general near-surface soil information within the project vicinity. The soil mapping units within the project vicinity are summarized on **Table 1** in **Appendix A**.

A portion of the USDA SCS Soil Survey Maps depicting the areas within the vicinity of the project is also presented in **Appendix B**.

It should be noted that information contained in the USDA Soil Survey is very general and may be outdated. It may not be reflective to the actual soil and groundwater conditions since areas of the project site have been reworked and modified using heavy earthmoving equipment.

### 5.3 USGS TOPOGRAPHIC SURVEY

The USGS Quadrangle maps for "Hialeah SW, Florida" issued in 1988 indicate that natural ground surface elevation of the land along the alignment may be in the range of approximately +5 to +7 feet National Geodetic Vertical Datum (NGVD 88). A reproduction of the USGS topographic map for the project vicinity is presented in **Appendix B**.

### 5.4 EXPLORATION RESULTS

The results of the soil borings performed are presented on Report of Core Borings sheets in **Appendix B** in the form of soil profiles, along with the profile legend and other pertinent information such as measured groundwater levels (if encountered prior to advancing with mud rotary drilling). Soil stratifications are based on an examination of the recovered soil samples, the laboratory testing, and interpretation of field boring logs by a geotechnical engineer. The stratification lines represent the approximate boundaries between soil types of significantly different engineering properties. The actual transition may be gradual. In some cases, small variations in properties not considered pertinent to our engineering evaluation may have been abbreviated or omitted for clarity. The profiles represent the conditions at the boring locations only and variations may and likely do occur among the widely spaced borings.

### 5.5 **GROUNDWATER**

Encountered groundwater table information (if encountered prior to advancing with mud rotary drilling) is shown graphically on the Report of Core Borings sheets in **Appendix B.** Groundwater conditions will change with environmental variations and seasonal conditions, such as the frequency and magnitude of rainfall patterns, as well as man-made influences, such as existing swales, drainage ponds and underdrains.

### 6.0 CONSTRUCTION CONSIDERATIONS

The overall site preparation and mechanical densification work for the construction of the bridges should be performed in accordance with the latest FDOT standard specifications for Road and Bridge Construction and Standard Index requirements.

In Federal Register, Volume 54, No. 209 (October 1989), the United States Department of Labor, Occupational Safety and Health Administration (OSHA) amended its "Construction Standards for Excavations, 29 CFR, Part 1926, Subpart P". This document was issued to better ensure the safety of workmen entering trenches or excavations. It is mandated by this federal regulation that excavations, whether they be utility trenches, basement excavations or footing excavations, be constructed in accordance with current OSHA guidelines. It is our understanding that these regulations are strictly enforced and if they are not closely followed, the owner and the contractor could be liable for substantial penalties.

The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The contractors "responsible person", as defined in 29 CFR, Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in all local, state, and federal safety regulations.

### 7.0 REPORT LIMITATIONS

Our professional services have been performed, our findings obtained, and this report prepared in accordance with generally accepted geotechnical engineering principles and practices. Professional Service Industries, Incorporated (PSI) is not responsible for the conclusions, opinions or recommendations made by others based on these data.

The scope of the exploration was intended to evaluate shallow soil conditions and does not include an evaluation of the potential of sinkhole development for the project site. The scope of our services does not include any environmental assessment or investigation for the presence or absence of hazardous or toxic materials in the soil, groundwater, or surface water within or beyond the site studied.



City of Doral

# DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>st</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

REFERENCE DOCUMENT R-6 CONCURRENCE LETTER FROM STATE HISTORIC PRESERVATION OFFICER (SHPO)



RON DESANTIS GOVERNOR KEVIN J. THIBAULT, P.E. SECRETARY

May 20, 2020

Timothy A. Parsons, Ph.D. Director, Division of Historical Resources, and State Historic Preservation Officer R.A. Gray Building 500 S. Bronough Street Tallahassee FL 32399-0250

Attn: Dr. Adrianne Daggett, Transportation Compliance Review Program

Re: Cultural Resources Desktop Analysis and Field Review for the City of Doral Pedestrian Bridge Over Doral Boulevard Just East of the Turnpike, City of Doral, Miami-Dade County (FPID No. 441642-1-32-01)

Dear Dr. Parsons,

At the request of Florida Department of Transportation (FDOT), District 6 and the City of Doral, Janus Research conducted a Cultural Resources Desktop Analysis and Field Review for the City of Doral Pedestrian Bridge Over Doral Boulevard Just East of the Turnpike in the City of Doral, Miami-Dade County, Florida. The City of Doral is proposing to construct a pedestrian bridge over NW 41st Street just east of the Homestead Extension of Florida's Turnpike (HEFT). The proposed bridge and ramps will connect the existing north and south portion of the City of Doral Turnpike Trail, which runs along NW 117th Avenue. The proposed ramps for the pedestrian bridge and the Turnpike Trail will be located just east of, and parallel to, the SFWMD C-2 (Snapper Creek) Extension Canal (a secondary SFWMD canal).

This project is federally funded, and all work was conducted in accordance with Stipulation VII of the *Programmatic Agreement among the Federal Highway Administration (FHWA), the Advisory Council on Historic Preservation (ACHP), the Florida Division of Historical Resources (FDHR), the State Historic Preservation Officer* (*SHPO), and the FDOT Regarding Implementation of the Federal-Aid Highway Program in Florida* (Section 106 Programmatic Agreement, effective March 2016, amended June 7, 2017); Section 106 of the *National Historic Preservation Act (NHPA) of 1966* (Public Law 89-665, as amended), as implemented by 36 CFR 800 -- *Protection of Historic Properties* (incorporating amendments effective August 5, 2004); and the revised Chapter 267, *Florida Statutes (F.S.).* The purpose of this analysis is to provide cultural resource information to assist in the avoidance of resources listed in, determined eligible for, or considered eligible for listing in the *National Register of Historic Places* 

Timothy A. Parsons, Ph.D. May 20, 2020 Page 2

(National Register) according to the criteria set forth in 36 CFR Section 60.4 and to identify any historic properties that may be affected by the proposed project improvements.

The desktop analysis identified no archaeological resources within the archaeological APE and determined that the archaeological APE exhibits low archaeological potential due to the current level of disturbance and the review of past environmental conditions. The field review did not identify any features indicative of increased archaeological potential or areas where subsurface testing was feasible.

The historic resources desktop analysis and field review identified one previously recorded historic resource, Snapper Creek/C2 Canal (8DA10754) within the APE. This portion of the linear resource was recorded within the historic resources APE in 2010, and the 843-foot segment in the current APE was previously determined ineligible at this time. This study concurs with the previous determination and the Snapper Creek/C2 Canal (8DA10754) is still considered National Register-ineligible under Criteria A, B, C, or D.

Due to the lack of National Register-listed or -eligible properties, the project will have no effect on historic properties.

We kindly request that this cover letter and enclosed document are reviewed, and concurrence is provided by your office. This information is provided in accordance with the provisions contained in 36 CFR, Part 800, as well as the provisions contained in the revised F.S. Chapter 267. If you have any questions regarding the subject project, please contact me at <u>Barbara.Culhane@dot.state.fl.us</u> or (305) 470-5231. Sincerely,

DocuSigned by: Barbara (ulliane -5CF7242FA4DA4DB...

Barbara B. Culhane, M.S., A.I.C.P. District Cultural Resources Coordinator Timothy A. Parsons, Ph.D. May 20, 2020 Page 3

The Florida State Historic Preservation Officer finds the a Report complete and sufficient and $\mathbf{X}$ concurs/ $\Box$ does not	
provided in this cover letter for SHPO/FDHR Project File Nun Or, the	nber <u>2020-2869</u> .
SHPO finds the attached document contains	insufficient
In accordance with the Programmatic Agreement among Regarding Implementation of the Federal-Aid Highway Pro- finding of No Historic Properties Affected for a project as historic property, SHPO shall presume that FHWA will proc discretion for the use of land from the historic property.	gram in Florida, if providing concurrence with a a whole, or to No Adverse Effect on a specific
SHPO Comments:	
Jason Aldridge DSHPO	June 3, 2020
Timothy A. Parsons, Ph.D., Director, and State Historic Preservation Officer Florida Division of Historical Resources	[DATE]



RON DESANTIS GOVERNOR KEVIN J. THIBAULT, P.E. SECRETARY

May 20, 2020

Timothy A. Parsons, Ph.D. Director, Division of Historical Resources, and State Historic Preservation Officer R.A. Gray Building 500 S. Bronough Street Tallahassee FL 32399-0250

Attn: Dr. Adrianne Daggett, Transportation Compliance Review Program

Re: Cultural Resources Desktop Analysis and Field Review for the City of Doral Pedestrian Bridge Over Doral Boulevard Just East of the Turnpike, City of Doral, Miami-Dade County (FPID No. 441642-1-32-01)

Dear Dr. Parsons,

At the request of Florida Department of Transportation (FDOT), District 6 and the City of Doral, Janus Research conducted a Cultural Resources Desktop Analysis and Field Review for the City of Doral Pedestrian Bridge Over Doral Boulevard Just East of the Turnpike in the City of Doral, Miami-Dade County, Florida. The City of Doral is proposing to construct a pedestrian bridge over NW 41st Street just east of the Homestead Extension of Florida's Turnpike (HEFT). The proposed bridge and ramps will connect the existing north and south portion of the City of Doral Turnpike Trail, which runs along NW 117th Avenue. The proposed ramps for the pedestrian bridge and the Turnpike Trail will be located just east of, and parallel to, the SFWMD C-2 (Snapper Creek) Extension Canal (a secondary SFWMD canal).

This project is federally funded, and all work was conducted in accordance with Stipulation VII of the *Programmatic Agreement among the Federal Highway Administration (FHWA), the Advisory Council on Historic Preservation (ACHP), the Florida Division of Historical Resources (FDHR), the State Historic Preservation Officer* (*SHPO), and the FDOT Regarding Implementation of the Federal-Aid Highway Program in Florida* (Section 106 Programmatic Agreement, effective March 2016, amended June 7, 2017); Section 106 of the *National Historic Preservation Act (NHPA) of 1966* (Public Law 89-665, as amended), as implemented by 36 CFR 800 -- *Protection of Historic Properties* (incorporating amendments effective August 5, 2004); and the revised Chapter 267, *Florida Statutes (F.S.).* The purpose of this analysis is to provide cultural resource information to assist in the avoidance of resources listed in, determined eligible for, or considered eligible for listing in the *National Register of Historic Places* 

Timothy A. Parsons, Ph.D. May 20, 2020 Page 2

(National Register) according to the criteria set forth in 36 CFR Section 60.4 and to identify any historic properties that may be affected by the proposed project improvements.

The desktop analysis identified no archaeological resources within the archaeological APE and determined that the archaeological APE exhibits low archaeological potential due to the current level of disturbance and the review of past environmental conditions. The field review did not identify any features indicative of increased archaeological potential or areas where subsurface testing was feasible.

The historic resources desktop analysis and field review identified one previously recorded historic resource, Snapper Creek/C2 Canal (8DA10754) within the APE. This portion of the linear resource was recorded within the historic resources APE in 2010, and the 843-foot segment in the current APE was previously determined ineligible at this time. This study concurs with the previous determination and the Snapper Creek/C2 Canal (8DA10754) is still considered National Register-ineligible under Criteria A, B, C, or D.

Due to the lack of National Register-listed or -eligible properties, the project will have no effect on historic properties.

We kindly request that this cover letter and enclosed document are reviewed, and concurrence is provided by your office. This information is provided in accordance with the provisions contained in 36 CFR, Part 800, as well as the provisions contained in the revised F.S. Chapter 267. If you have any questions regarding the subject project, please contact me at <u>Barbara.Culhane@dot.state.fl.us</u> or (305) 470-5231. Sincerely,

DocuSigned by: Barbara (ulliane -5CF7242FA4DA4DB...

Barbara B. Culhane, M.S., A.I.C.P. District Cultural Resources Coordinator Timothy A. Parsons, Ph.D. May 20, 2020 Page 3

The Florida State Historic Preservation Officer finds the a Report complete and sufficient and $\mathbf{X}$ concurs/ $\Box$ does not	
provided in this cover letter for SHPO/FDHR Project File Nun Or, the	nber <u>2020-2869</u> .
SHPO finds the attached document contains	insufficient
In accordance with the Programmatic Agreement among Regarding Implementation of the Federal-Aid Highway Pro- finding of No Historic Properties Affected for a project as historic property, SHPO shall presume that FHWA will proc discretion for the use of land from the historic property.	gram in Florida, if providing concurrence with a a whole, or to No Adverse Effect on a specific
SHPO Comments:	
Jason Aldridge DSHPO	June 3, 2020
Timothy A. Parsons, Ph.D., Director, and State Historic Preservation Officer Florida Division of Historical Resources	[DATE]



City of Doral

# DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

# REFERENCE DOCUMENT R-7 SAMPLE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN-BUILD FIRM

# Sample Standard Form of Agreement Between Owner and Design-Build Firm

**Document No. 525** Second Edition, 2010

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# List of Exhibits

- Exhibit A Design-Build Request For Proposal for City of Doral Pedestrian Bridge Over NW 41st Street at Homestead Extension of Florida's Turnpike (HEFT), Miami-Dade County
- Exhibit B LAP Federal Aid Terms for Professional Services Contracts
- Exhibit C Truth in Negotiation Certification
- Exhibit D Sworn Statement Pursuant to Section 287.133(3)(a)
- Exhibit E FHWA Form 1273



# Standard Form of Agreement Between Owner and Design-Build Firm

This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.

This **AGREEMENT** is made as of the \_\_\_\_\_\_ day of \_\_\_\_\_\_ in the year of \_\_\_\_\_\_, by and between the following parties, for services in connection with the Project identified below.

### **OWNER:**

(Name and address) City of Doral 8401 NW 53rd Terrace, Doral, FL 33166

# **DESIGN-BUIL FIRM:** (Name and address)

TBD

### **PROJECT**:

(Include Project name and location as it will appear in the Contract Documents) City of Doral Pedestrian Bridge Over NW 41st Street at Homestead Extension of Florida's Turnpike (HEFT), Miami-Dade County Financial Projects Number(s): 441642-1-58-01

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Build Firm agree as set forth herein.

# Article 1 Scope of Work

**1.1** The Design-Build Firm shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from this Agreement inclusive of Exhibit A – Design-Build Request for Proposal for City of Doral Pedestrian Bridge Over NW 42st Street at Homestead Extension of the Florida's Turnpike (HEFT), Miami Dade County hereinafter referred to as the "RFP" and Attachments, Forms and Reference Documents to the RFP. The term Agreement and Contract as used herein, the RFP, Attachments, Forms and Reference Documents to the RFP are one and the same.

# Article 2

# **Contract Documents**

**2.1** The Contract Documents are comprised of the following:

**2.1.1** Project's Request for Proposal (RFP) for procurement of a Design-Build Firm for design and construction of the City of Doral Pedestrian Bridge Over NW 41<sup>st</sup> Street at HEFT in Miami-Dade County, Florida. All written modifications, amendments, minor changes and Change Orders to this Agreement shall be issued by the City of Doral in accordance with the Request for Proposal documents. The City of Doral shall be responsible for funding of any modifications, amendments, minor changes and Change Orders to this Agreement issued to the Design-Build Firm for unforeseeable work required for Project completion.

**2.1.2** Addendums issued during procurement of Design-Build Firm services.

**2.1.3** This Agreement, including all exhibits and attachments, executed by Owner and Design-Build Firm.

**2.1.4** Construction Documents prepared and approved in accordance with Request for Proposal.

# Article 3

# Interpretation and Intent

**3.1** Design-Build Firm and Owner, prior to execution of the Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Build Firm and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

**3.2** The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Design-Build Firm and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence.

**3.3** Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the RFP.

**3.4** The Design-Build Firm shall (a) be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Build Firm's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

**3.5** The Contract Documents form the entire agreement between Owner and Design-Build Firm and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

# Article 4

# **Ownership of Work Product**

**4.1 Work Product.** All drawings, specifications and other documents and electronic data, including such documents identified in the Request for Proposal, furnished by Design-Build Firm to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Build Firm shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

# **4.2 Owner's Limited License Upon Project Completion and Payment in Full to Design-Build Firm.** Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Build Firm shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Build Firm is at Owner's sole risk and without liability or legal exposure to Design-Build Firm or

of Design-Build Firm is at Owner's sole risk and without liability or legal exposure to Design-Build Firm or anyone working by or through Design-Build Firm, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below.

# [At the parties' option, one of the following may be used in lieu of Section 4.2]:

Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Build Firm: (a) grants Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project; and (b) transfers all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in that portion of the Work Product that consists of architectural and other design elements and specifications that are unique to the Project. The parties shall specifically designate those portions of the Work Product for which ownership in the Work Product shall be transferred. Such grant and transfer are conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Build Firm is at Owner's sole risk and without liability or legal exposure to Design-Build Firm or anyone working by or through Design-Build Firm, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below.

or

Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Build Firm transfers to Owner all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in the Work Product. Such transfer is conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Build Firm is at Owner's sole risk and without liability or legal exposure to Design-Build Firm or anyone working by or through Design-Build Firm, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligations to provide the indemnity set forth in Section 4.5 below.

**4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Build Firm's Election to Terminate.** If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Build Firm elects to terminate this Agreement in accordance with Section 8-9 Default and Termination of Contract of Attachment A-1 Division I Design Build Specifications attached to the RFP,, Design-Build Firm shall, upon Owner's payment in full of the amounts due Design-Build Firm under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

**4.3.1** Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below; and

**4.3.2** Owner agrees to pay Design-Build Firm the additional sum of <u>TBD</u> Dollars (\$ <u>TBD</u>) as compensation for the right to use the Work Product to complete the Project and subsequently use the work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.

**4.4 Owner's Limited License upon Design-Build Firm's Default.** If this Agreement is terminated due to Design-Build Firm's default pursuant Section 8-9 Default and Termination of Contract of Attachment A-1 Division I Design Build Specifications, then Design-Build Firm grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Build Firm was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Build Firm shall be entitled to the rights and remedies set forth in Section 4.3 above.

**4.5 Owner's Indemnification for Use of Work Product.** If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

**4.6 Design-Build Firm's Indemnification -** To the extent provided by law, the Design-Build Firm shall indemnify, defend, and hold harmless the City of Doral and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Design-Build Firm, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Design-Build Firm hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, 768.28. Nor shall the same be construed to constitute agreement by Design-Build Firm to indemnify the City of Doral for the negligent acts or omissions of the City of Doral, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Design-Build firm to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

# Article 5

# **Contract Time**

**5.1** Date of Commencement. The Work shall commence within five (5) days of Design-Build Firm's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

### 5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than \_

(<u>480</u>) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date").

The parties agree that the definition for Partial Acceptance set forth in Section 5-10.3 of Attachment A-1 Division I Design Build Specifications to the RFP.

**5.2.2** Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") shall be achieved as follows: (*Insert any interim milestones for portions of the Work with different scheduled dates for Substantial Completion*)

- Shared use path (Turnpike Trail) lighting installation
- Placement of the super structure over NW 41st Street
- IT Room Readiness
- CCTV Camera Location Access Point readiness
- Elevator Testing
- Pedestrian Bridge Final Inspection
- Final Inspection
- Final Acceptance

**5.2.3** Final Acceptance of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Acceptance is the date when all Work is complete pursuant to the definition of Final Acceptance set forth in Section 5-11 of the Attachment A-1 Division I Design Build Specifications to the RFP.

**5.2.4** All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the RFP.

**5.3 Time is of the Essence.** Owner and Design-Build Firm mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

**5.4** Liquidated Damages. Design-Build Firm understands that failure to perform the Contract work within the contact time of (<u>480</u>) days the Design-Build Firm shall pay Owner Daily Charge Per Calendar Day as liquidated damages for each day that the work extends beyond the Contract Time as stipulated in the liquidated damages schedule in the Request for Proposal for this Project.

In addition to Design-Build Firm's right to a time extension for those events set forth in Section 5-12 of Attachment A-1 Division I Design Build Specifications, Design-Build Firm shall also be entitled to an appropriate adjustment of the Contract Price or time extension for those events set forth in 5-12 of Attachment A-1 Division I Design Build Specifications of the RFP, provided, however, for Force Majeure Events (Acts of God), Design-Build Firm shall only be entitled to an increase in the Contract Price or time extension as agrees

between the Owner and Design-Build Firm.

# Article 6

# **Contract Price**

6.1 Contract Price. Owner shall pay Design-Build Firm in accordance with the RFP's Attachment A-1 -Division I Design Build Specifications the sum of \_\_\_\_\_\_ Dollars (\$ TBD\_\_\_\_\_)

("Contract Price"), subject to adjustments made in accordance with the RFP. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

**6.2 Contract Price Adjustment for Changes.** If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under 5-12 of Attachment A-1 Division I Design Build Specifications of the RFP, the following markups shall be allowed on such changes:

**6.2.1** For Supplemental Agreements, including Supplemental Agreements arising from both additive and deductive items, it is agreed that Design-Build Firm shall receive fee adjustments as agreed in the executed Supplemental Agreement by the Owner and Design-Build Firm.

### 6.3 Allowance Items and Allowance Values.

**6.3.1** Any and all Allowance Items, as well as their corresponding Allowance Values, shall be estimated in accordance with the RFP's Attachment A-1 - Division I Design Build Specifications.

**6.3.2** Design-Build Firm and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Build Firm and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Build Firm that the Allowance Item in question can be performed for the Allowance Value.

**6.3.3** No work shall be performed on any Allowance Item without Design-Build Firm first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Build Firm is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of Design-Build Firm, Design-Build Firm may be entitled to an adjustment of the Contract Time(s) and Contract Price.

**6.3.4** The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Build Firm's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

# [In the alternative, the parties may want to delete Section 6.3.4 and add the following provision.]

In the event the actual direct cost of labor, materials, equipment, transportation, taxes and insurance associated with an Allowance Item is \_\_\_\_\_\_percent (\_\_\_\_\_%) greater than or less than the Allowance Value for such Allowance Item, Design-Build Firm and Owner

agree that Design-Build Firm's right to Fee and markup shall be adjusted in accordance with Section 6.2.

**6.3.5** Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.3.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Build Firm for the particular Allowance Item and the Allowance Value.

# Article 7

# Procedure for Payment

### 7.1 Progress Payments.

**7.1.1** Design-Build Firm shall submit to Owner on the <u>TBD</u> (\_\_\_\_\_) day of each month, beginning with the first month after the Date of Commencement, Design-Build Firm's Application for Payment in accordance with Section 9-5 Partial Payments in Attachment A-1 Division I Design Build Specifications attached to the RFP.

**7.1.2** Owner shall make payment after Owner's receipt of each properly submitted and accurate Application for Payment (amount of work completed based on approved schedule of values) in accordance with Section 9-5 Partial Payments of Attachment A-1 Division I Design Build Specifications attached to the RFP.

Compensation for services completed by the Design-Build Firm will be paid in accordance with section 218.70, Florida Statutes, Florida Prompt Payment Act.

### 7.2 Retainage on Progress Payments.

**7.2.1** Owner will retain from each current Application for Payment estimate in in accordance with Section 9-5 Partial Payments, sub-section 9-5.1 General of Attachment A-1 Division I Design Build Specifications attached to the RFP. Retainage will not be withheld until the percent of Contract Time used exceeds 75%. From that time forward, the City of Doral will withhold retainage of 10% of the amount due on the current estimate as retainage when the percent of Contract Time used exceeds the percent of Contract amount earned by more than 15%.

**7.2.2** Within fifteen (15) days after Partial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 9-5 Partial Payments of Attachment A-1 Division I Design Build Specifications attached to the RFP, Owner shall release to Design-Build Firm all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Partial Completion and (b) all other amounts Owner is entitled to withhold pursuant to Section 9-5 Partial Payments of Attachment A-1 Division I Design Build Specifications attached to the RFP.

**7.3 Final Payment.** Design-Build Firm shall submit its Final Application for Payment to Owner in accordance with Section 9-8 Acceptance and Final Payment of Attachment A-1 Division I Design Build Specifications attached to the RFP. Owner shall make payment on Design-Build Firm's properly submitted and accurate Final Application for Payment estimate within thirty (30) days after Owner's receipt of the Final Application for Payment estimate, provided that Design-Build Firm has satisfied the requirements for final payment set forth in Section 9-8 Acceptance and Final Payment of Attachment A-1 Division I Design Build Specifications attached to the RFP.

**7.4** Interest. Payments due and unpaid by Owner to Design-Build Firm, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of <u>TBD</u> percent (<u>TBD</u> %) per month until paid.

**7.5 Record Keeping and Finance Controls.** With respect to changes in the Work performed on a cost basis by Design-Build Firm pursuant to the Contract Documents, design-Build Firm shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of five (5) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Build Firm's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to changes in the Work performed on a cost basis in accordance with the Contract Documents, all of which Design-Build Firm shall preserve for a period of five (5) years after Final Payment. Such inspection shall take place at Design-Build Firm's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Build Firm as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

# Article 8

# Default and Termination of Contract

**8.1** Design-Build Firm's Determination of Default, Termination of Contract for Convenience and Completion of Work by the City of Doral are governed by **Article 8-9 Default and Termination of Contract** in Attachment A-1 Division I Design Build Specifications attached to the RFP.

# Article 9

# **Representatives of the Parties**

### 9.1 Owner's Representatives.

**9.1.1** Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 8-3.7 Regional Disputes Review Board of Attachment A-1 Division I Design Build Specifications: *(Identify individual's name, title, address and telephone numbers)* 

**9.1.2** Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in the RFP. The City of Doral is responsible for providing Construction Engineering and Inspection (CEI) and Quality Assurance Engineering: *(Identify individual's name, title, address and telephone numbers)* 

TBD – Construction Engineering and Inspection (CEI) Consultant.

### 9.2 Design-Build Firm's Representatives.

**9.2.1** Design-Build Firm designates the individual listed below as its Senior Representative ("Design-Build Firm's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes duly authorized by the Design-Build Firm: (*Identify individual's name, title, address and telephone numbers*)

**9.2.2** Design-Build Firm designates the individual listed below as its Design-Build Firm's Representative, which individual has the authority and responsibility for satisfactory completion of the Project's work as set forth in the RFP: (*Identify individual's name, title, address and telephone numbers*)

### 9.3 Conflict of Interest Disclosure.

Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of City of Doral or the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

The City of Doral, its employees, Consultants, selection committee members engaged in the administration and award of this Contract shall adhere to 23 CFR 1.33 and 23 CFR 172.7(b)(4) Conflicts of Interest per Code of Federal Regulations (CFR) and in Section 287.057 F.S.

### 9.4 Federal Acquisition Regulation (F.A.R.) 52.203-5.

F.A.R. 52.203-5 Covenant Against Contingent Fees: Contract warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee.

# Article 10

### **Bonds and Insurance**

**10.1 Insurance.** Design-Build Firm shall procure insurance and liability coverage as stipulated herein. The Design-Build Firm shall provide the City of Doral and the Department certificates showing the required coverage to be in effect with endorsements showing the City of Doral and the Department to be an insured prior to commencing the work under this agreement.

### 10.1.1 Commercial General Liability

Limits of Liability	
Bodily Injury & Property Damage Liability	
Each Occurrence	\$5,000,000
Policy Aggregate (Per Project/Job)	\$10,000,000
Personal & Advertising Injury	\$5,000,000
•	

\$10,000,000

Products & Completed Operations

<u>Coverage / Endorsements Required</u> City of Doral included as additional insured Contingent & Contractual Liability Premises and Operations Liability Primary Insurance Clause Endorsement Explosion, Collapse & Underground Hazard Waiver of Subrogation in favor of City

No limitation on the scope/timeframe of protection afforded to the City. Completed Operations much be applicable for a minimum of 3 years following completion of this contract.

### 10.1.2 Business Automobile Liability

Limits of Liability Bodily Injury and Property Damage Combined Single Limit Any Auto/Owned Autos or Scheduled Autos Including Hired and Non-Owned Autos Any One Accident

\$5,000,000

<u>Coverage / Endorsement Required</u> Employees are covered as insureds City of Doral included as additional insured

#### 10.1.3 Workers' Compensation Law

Design-Build Firm carry Worker's Compensation Insurance as required by the State of Florida under the Workers' Compensation Law.

**10.2 Bonds and Other Performance Security.** Design-Build Firm shall provide the following performance bond and labor and material payment bond or other performance security:

#### Performance Bond.

[Check one box only. If no box is checked, then no bond is required.]

🛛 Required

Not Required

Payment Bond.

[Check one box only. If no box is checked, then no bond is required.]

Required Involved Not Required

Other Performance Security.

Required Not Required

**10.3 Performance Evaluation.** The City of Doral shall conduct a performance evaluation of the Design-Build Firm upon completion of the Project. The Design-Build Firm shall be evaluated as per procedure in Form F-34 Design Build Firm Performance Evaluation Form attached to the RFP.

# Article 11

# **Other Provisions**

#### 11.1 Other provisions, if any, are as follows:

Any claims, disputes, or controversies between the parties arising out of or related to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 8-3.7 Regional Disputes Review Board of Attachment A-1 Division I Design Build Specifications attached to the RFP shall be resolved in a court of competent jurisdiction in the state of Florida.

# Article 12

# Award and Execution of Contract - Public Records

### 12.1 Public Access to Public Records.

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:

City of Doral Government City of Doral 8401 NW 53rd Terrace, Doral, FL 33166

#### 12.2 Cooperation with Inspector General.

The Parties agree to comply with s.20.055(5) Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Florida Statutes (5). It is the duty of every state officer, employee, agency, special district, board, commission, contractor and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.

In executing this Agreement, exhibits to this Agreement and forms attached to the RFP, Owner and Design-Build Firm each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

### **OWNER:**

# **DESIGN-BUILD FIRM:**

(Name of Owner)	(Name of Design-Build Firm)
(Signature)	(Signature)
(Printed Name)	(Printed Name)
(Title)	(Title)
Date:	Date:

#### DBIA Document No. 525 Standard Form of Agreement Between Owner and Design-Build Firm © 2010 Design-Build Institute of America



City of Doral

# DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

# EXHIBIT A DESIGN-BUILD REQUEST FOR PROPOSAL

for

City of Doral Pedestrian Bridge Over NW 41st Street at Homestead Extension of Florida's Turnpike (HEFT), Miami-Dade County





City of Doral

# DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

EXHIBIT B LAP FEDERAL AID TERMS FOR PROFESSIONAL SERVICES CONTRACTS (Form 375-040-84)



#### LOCAL AGENCY PROGRAM FEDERAL-AID TERMS FOR PROFESSIONAL SERVICES CONTRACTS

#### TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation 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 Agreement.
- F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant 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.
- G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- H. Information and Reports: The Consultant will 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 the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
  - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
  - 2. cancellation, termination, or suspension of the contract, in whole or in part.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration,



Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
  - 1. The Consultant, 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 Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- O. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to



- 1. employ or retain, or agree to employ or retain, any firm or person, or
- 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- R. The Consultant hereby certifies that it has not:
  - 1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
  - 2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
  - paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

S. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.





City of Doral

# DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

# EXHIBIT C TRUTH IN NEGOTIATION CERTIFICATION (Form 375-030-30)



# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Name of Consultant

By:\_\_\_\_\_

Date





City of Doral

# DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

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



# SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) <u>FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES</u>

### RFP No. 202X-XX

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

This sworn statement is submitted to	
by	for_
	whose
business address is	and (if
applicable) its Federal Employer Identification number (FEIN) is	(IF the entity had no FEIN,
include the Social Security Number of the individual signing this sworn statement:	

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

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

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

A predecessor or successor of a person convicted of a public entity crime; or

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

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



Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

\_\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Ву:				
(Printed Name)				
(Title)				
Sworn to and subscribed before me this	day of	, 20_		
Personally known				
Or Produced Identification			_	
Notary Public - State of				
My Commission Expires				

(Type of Identification) (Printed, typed, or stamped commission name of notary public)



City of Doral

# DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

EXHIBIT E FHWA FORM 1273



### **REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS**

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

### ATTACHMENTS

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

### GENERAL

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

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

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

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

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

A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### NONDISCRIMINATION

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

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

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

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

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

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



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

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

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

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

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

**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:

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.

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.

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

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.

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.

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

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

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

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

**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:

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.

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

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.

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

### **Training and Promotion:**

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



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

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

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

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

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

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

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

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

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

Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

### Selection of Subcontractors, Procurement of Materials

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

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

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

### Assurance Required by 49 CFR 26.13(b):

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

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

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

The records kept by the contractor shall document the following:

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

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

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

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



data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### NONSEGREGATED FACILITIES

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

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

### DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

#### Minimum wages

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

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

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

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

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

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

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.

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

The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the



classification under this contract from the first day on which work is performed in the classification.

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.

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.

### Withholding

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

### Payrolls and basic records

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

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

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:

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

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;

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.

The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of



Compliance" required by paragraph 3.b.(2) of this section.

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

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

#### Apprentices and trainees

Apprentices (programs of the USDOL).

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

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

Trainees (programs of the USDOL).

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

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

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

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

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.



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

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

### 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.

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

**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.

**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.

**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.

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).

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).

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

#### CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction

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

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.

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

Withholding for unpaid wages and liquidated damages.

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

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

### SUBLETTING OR ASSIGNING THE CONTRACT

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

The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated



by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

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

the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

the prime contractor remains responsible for the quality of the work of the leased employees;

the prime contractor retains all power to accept or exclude individual employees from work on the project; and the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

### SAFETY: ACCIDENT PREVENTION

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

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

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

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

## FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to



be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

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

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

## IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

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

That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

### Instructions for Certification – First Tier Participants:

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

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

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

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

The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a

grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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



\* \* \* \* \*

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

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

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

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;

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

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

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

### Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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



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

\* \* \* \* \*

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

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

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

\* \* \* \* \*

### CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

The contractor shall include the provisions of Sections 1



through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



# DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

# FORM F-1 BID SUBMITTAL FORM



## BID SUBMITTAL FORM RFP No. 2021-09

### THIS PROPOSAL IS SUBMITTED TO: City of Doral 8401 NW 53<sup>rd</sup> Terrace Doral, Florida 33166

1. The undersigned Bidder proposes and agrees, if this Proposal is accepted, to enter into an agreement with The City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this RFP and in accordance with the other terms and conditions of the Contract Documents.

2. Proposer accepts all of the terms and conditions of the Advertisement or Request for Proposal and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening. Proposer agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of City's Notice of Award. (If applicable)

3. In submitting this Proposal, Proposer represents, as more fully set forth in the Agreement, that:

(a) Proposer has examined copies of all the Proposal Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No	Dated:
Addendum No	Dated:
Addendum No	Dated:
Addendum No	Dated:

(b) Proposer has familiarized themselves with the nature and extent of the Contract Documents, required goods and/or services, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

(c) Proposer has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.

(d) Proposer has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.

(e) Proposer has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.



(f) Proposer has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to Proposer.

This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from submitting; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.

Proposer understands that the quantities provided are only provided for proposal evaluation only. The actual quantities may be higher or lower than those in the proposal form.

Proposer understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place as such the Proposer shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.

Proposer agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.

Communications concerning this Proposal shall be addressed to:

Bidder:		 	 	
Address:		 	 	
Telephone		 	 	
Facsimile Num	ber	 	 	
Attention:		 	 	

The terms used in this Proposal which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions.





# DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

# FORM F-2 SOLICITATION RESPONSE FORM



## **SOLICITATION RESPONSE FORM**

BIDDERS MUST ATTACH THIS FORM TO THE EXTERIOR OF THE SEALED PACKET.

Name: RFP No. 2021-09

Title: CONSTRUCTION OF PEDESTRIAN BRIDGE

Due Date: April 27, 2021 by 5:00 P.M.

Delivery Location: City of Doral City Clerk's Office 8401 NW 53<sup>rd</sup> Terrace Doral, FL 33166

Submitted by:

(name of company and address)

## PLEASE DO NOT TAPE BELOW THIS LINE

For Office Use Only:

Date and Time Received:

Received by: \_\_\_\_\_





# DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

# FORM F-3 STATEMENT OF NO RESPONSE



## STATEMENT OF NO RESPONSE

### RFP No. 2021-09

If you are not proposing on this service/commodity, please complete and return this form to: City of Doral – City Clerk's Office 8401 NW 53<sup>rd</sup> Terrace, Doral, FL 33166. Failure to respond may result in deletion of your firm's name from the qualified vendor list for the City of Doral.

DMPANY NAME:	
DRESS:	
LEPHONE:	
GNATURE:	
\TE:	

We, the undersigned have declined to submit a Bid on the above because of the following reasons:

 _ Specifications/Scope of Work too "tight", i.e., geared toward brand or manufacturer only (explain below)
 Insufficient time to respond
 _ We do not offer this product, service or an equivalent
 Our schedule would not permit us to perform
 _ Unable to meet bond requirements
 _ Specifications unclear (explain below)
 _ Other (specify below)

REMARKS: \_\_\_\_\_





# DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

# FORM F-4 BIDDER INFORMATION WORKSHEET



## BIDDER INFORMATION WORKSHEET RFP No. 2021-09

COMPANY/AGENCY/FIRM NAME:	
ADDRESS:	
BUSINESS EMAIL ADDRESS:	PHONE No.:
CONTACT PERSON & TITLE:	
CONTACT EMAIL ADDRESS:	PHONE No.:
BUSINESS HOURS:	
BUSINESS LEGAL STATUS: (circle one) CORPORAT	TION / PARTNERSHIP / JOINT VENTURE / LLC
BUSINESS IS A: (circle one) PARENT / SUBSIDIA	RY / OTHER
DATE BUSINESS WAS ORGANIZED/INCORPORA	\TED:
ADDRESS OF OFFICE WHERE WORK IS TO BE DO (if different from address provided above):	ONE FOR THIS PROJECT

### INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE BIDDER:

(First, Last Name)	(Title)	(Contact Phone Number)
(First, Last Name)	(Title)	(Contact Phone Number)
(First, Last Name)	(Title)	(Contact Phone Number)
CONTACT'S SIGNATURE:	DATE:	





# DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

# FORM F-5 BIDDER QUALIFICATION STATEMENT



## **BIDDER QUALIFICATION STATEMENT**

### RFP No. 2021-09

The Bidder's response to this questionnaire will be utilized as part of the City's overall Bid Evaluation to ensure that the Bidder meets, to the satisfaction of the City of Doral, the minimum requirements for participating in this solicitation.

The following minimum experience is required for this project: As specified in this document.

## ON THE FORM BELOW, BIDDER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT BIDDERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.

Project Name/Location		
Owner Name		
Contact Person		
Contact Telephone No.		
Email Address:		
Yearly Budget/Cost		
Dates of Contract	From:	_To:
Project Description		
Project Name/Location		
Owner Name		
Contact Person		
Contact Telephone No.		
Email Address:		



Yearly Budget/Cost		
Dates of Contract	From:	То:
Project Description		
Project Name/Location		
Tojeet Name/Location		
Owner Name		
Contact Person		
Contact Telephone No.		
Email Address:		
Yearly Budget/Cost		
Dates of Contract	From:	То:
Project Description		
Project Name/Location		
Owner Name		
Contact Person		
Contact Telephone No.		
Email Address:		
Yearly Budget/Cost		



From:	_To:
From:	_To:
	From:





# DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

# FORM F-6 BUSINESS ENTITY AFFIDAVIT



## BUSINESS ENTITY AFFIDAVIT (VENDOR / BIDDER DISCLOSURE) RFP No. 2021-09

I, \_\_\_\_\_\_, being first duly sworn state:

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

FEDERAL EMPLOYER IDENTIFICATION NUMB	ER (IF NONE, SOCIAL SECURITY NUMBE	ER)		
Name of Entity, Individual, Partners	, or Corporation			
<i>n</i>	· •			
Doing business as, if same as above	leave blank			
boing business as, it same as above				
STREET ADDRESS	SUITE	CITY	STATE	ZIP CODE

OWNERSHIP DISCLOSURE AFFIDAVIT

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

Full Legal Name	<u>Address</u>	<u>Ownership</u>
		%
		%
		%

The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise)



in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

gnature of Affiant	Date
rinted Name of Affiant	-
	d before me, by means of $\Box$ physical presence or $\Box$ or
	d before me, by means of
otarization, this day of	,(year), by
otarization, this day of ersonally known	,(year), by
otarization, this day of	,(year), by
otarization, this day of ersonally known R roduced identification	,(year), by
otarization, this day of ersonally known R	,(year), by
otarization, this day of ersonally known R roduced identification	,(year), by

Printed, typed, or stamped commissioned name of Notary Public





# DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

# FORM F-7 NON-COLLUSION AFFIDAVIT



## NON-COLLUSION AFFIDAVIT RFP No. 2021-09

State of \_\_\_\_\_\_)
) SS
County of \_\_\_\_\_\_)

**BEFORE ME**, the undersigned authority, personally appeared \_\_\_\_\_\_, who, after being duly sworn, deposes and states that all of the facts herein are true:

(1) He/She/They is/are the \_\_\_\_\_

(Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_\_, the BIDDER that has submitted the attached Bid;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other BIDDER, or to fix any overhead, profit, or cost elements of the Bid Price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

FURTHER AFFIANT SAYETH NOT

Ву:\_\_\_\_\_

Print Name: \_\_\_\_\_\_

The foregoing affidavit was acknowledged before me, by means of □ physical presence or □ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_\_, \_\_\_\_(year), by \_\_\_\_\_\_

Personally known	
OR	
Produced identification_	



Notary Public-State of _
--------------------------

My commission expires: \_\_\_\_\_

Type of Identification

Printed, typed, or stamped commissioned name of Notary Public



# DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

# FORM F-8 NO CONTINGENCY AFFIDAVIT



## NO CONTINGENCY AFFIDAVIT RFP No. 2021-09

State of \_\_\_\_\_)
) SS
County of \_\_\_\_\_)

**BEFORE ME**, the undersigned authority, personally appeared \_\_\_\_\_\_, who, after being duly sworn, deposes and states that all of the facts herein are true:

(1) He/She/They is/are \_\_\_\_\_Owner, Partner, Officer, Representative or Agent) of the BIDDER that has submitted the attached Bid;

(2) Bidder warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not, and will not; pay a fee the amount of which is contingent upon the City of Doral awarding this contract. Firm warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances; and

(3) Further, Firm acknowledges that a violation of this warranty may result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for performance of the contract.

FURTHER AFFIANT SAYETH NOT	Ву:
Print Name:	
The foregoing affidavit was acknowled	ged before me, by means of $\Box$ physical presence or $\Box$ online
notarization, this day of	,(year), by
Personally known OR Produced identification Notary Public-State of	
Type of Identification	
Printed, typed, or	r stamped commissioned name of Notary Public





# DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

# FORM F-9 AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT



## AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT

### RFP No. 2021-09

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

This sworn statement is submitted to the City Of Doral, Florida

by: \_\_\_

(print individual's name and title)

for: \_\_\_

(print name of entity submitting sworn statement)

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Number (FEIN) is:\_\_\_\_

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

\_\_\_\_\_

I, being duly first sworn state:

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

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

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

The Rehabilitation Act of 1973, 229 USC Section 794; The Federal Transit Act, as amended 49 USC Section 1612; The Fair Housing Act as amended 42 USC Section 3601-3631.

SIGNATURE



The foregoing affidavit was acknowledged before me, by means of  $\Box$  physical presence or  $\Box$  online notarization,

this \_\_\_\_\_ day of \_\_\_\_\_\_, \_\_\_\_\_(year), by \_\_\_\_\_\_

Personally known	
OR	
Produced identification	
Notary Public-State of	
	My commission expires:
Type of Identification	

Printed, typed, or stamped commissioned name of Notary Public





### DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

# FORM F-10 SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)

### FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES



#### SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) <u>FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES</u>

#### RFP No. 2021-09

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

This sworn statement is submitted to	
by	for
	whose
business address is	and (if
applicable) its Federal Employer Identification number (FEIN) is	(IF the entity had
no FEIN, include the Social Security Number of the individual signing this sworn statement:	

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

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

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

A predecessor or successor of a person convicted of a public entity crime; or

\_\_\_\_.

.

. .

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

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

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)



\_\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Ву:	 	 
(Printed Name) _	 	 
(Title)		

The foregoing affidavit was acknowledged before me, by means of  $\Box$  physical presence or  $\Box$  online notarization,

this \_\_\_\_\_ day of \_\_\_\_\_\_, \_\_\_\_\_(year), by \_\_\_\_\_\_

Personally known
------------------

on	
Produced identification	

Notary Public-State of \_\_\_\_\_\_

\_\_\_\_\_ My commission expires: \_\_\_\_\_

Type of Identification

OR

Printed, typed, or stamped commissioned name of Notary Public



### DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

### FORM F-11 DRUG-FREE WORKPLACE PROGRAM



#### DRUG-FREE WORKPLACE PROGRAM RFP No. 2021-09

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

does:

#### (Name of Firm)

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Name and Title

Signature

Firm

Street address

Date

City, State, Zip





## DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

## FORM F-12 COPELAND ACT ANTI-KICKBACK AFFIDAVIT



#### COPELAND ACT ANTI-KICKBACK AFFIDAVIT RFP No. 2021-09

STATE OF

}SS:

}

}

COUNTY OF

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Doral, its elected officials, and \_\_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Ву: \_\_\_\_\_

Title:

Sworn and subscribed before this

\_\_\_\_\_ day of\_\_\_\_\_\_, 20\_\_\_\_\_,

Notary Public

(Printed Name)

My commission expires: \_\_\_\_\_





## DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

## FORM F-13 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION



#### EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION **RFP No. 2021-09**

l,		/
	(Individual's Name)	(Title)
of the		. do hereby certify that

(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth below.

#### **Compliance with Equal Employment Opportunity**

The Respondent shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101 as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Respondent has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

Attachment of this executed form, as such, is required to complete a valid bid.

Individual's Signature

Date





## DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

## FORM F-14 CONE OF SILENCE CERTIFICATION



#### CONE OF SILENCE CERTIFICATION RFP No. 2021-09

l,		······································
	(Individual's Name)	(Title)
of the		, do hereby certify that
	(Name of Company)	
I have read an	nd understand the terms set forth under sec	tion 1.11 of this document titled
'Cone of Silend	ce'.	

I have read and understand the terms set forth titled 'Cone of Silence' as per <a href="https://www.cityofdoral.com/all-departments/procurement-division/cone-of-silence/">https://www.cityofdoral.com/all-departments/procurement-division/cone-of-silence/</a>.

Attachment of this executed form, as such, is required to complete a valid bid.

Individual's Signature

Date





## DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

## FORM F-15 TIE BIDS CERTIFICATION



#### SECTION 00420 - AWARD FOR IDENTICAL TIE BIDS

Identical tie bids shall be awarded by the City based on technical qualifications of the Design-Build Firms. The City will select the Design-Build Firm who demonstrates the most relevant work experience required for the Project based previous work performed, similar projects completed, professional and consultant grades within the last five years and experience of the proposed key personnel submitted with their LOI and Technical Proposal.

BIDDERS SIGNATURE: \_\_\_\_\_\_

DESIGN-BUILD FIRM PRINTED NAME

END OF SECTION





### DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

### FORM F-16 RESPONDENT'S CERTIFICATION



#### RESPONDENT'S CERTIFICATION RFP No. 2021-09

I have carefully examined the Invitation to Bid, Instructions to Respondents, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation to Bids.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Proposals.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Doral or any other Respondent is interested in said Respondent; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Name of Business			
The foregoing affidavit was acknowl	dged before me, by means of $\Box$ physica	I presence or $\Box$ online notarization, this	day of
,,	(year), by		
Personally known			
OR			
Produced identification			
Notary Public-State of			
	My commission e	xpires:	
Type of Identification			
Printe	typed, or stamped commissioned nam	e of Notary Public	





### DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

### FORM F-17 CERTIFICATE OF AUTHORITY



#### CERTIFICATE OF AUTHORITY (IF CORPORATION)

STA ) S	TE OF		)									
-	JNTY OF		)									
I	HEREBY	CERTIFY	that	а	meeting	of	the	Board	of	Directors	of	the
		isting under t uly passed an			te of		, he	ld on		, 20	, the foll	owing
"RE	SOLVED, that	, as President	of the Cor	poratio	on, be and is he	ereby au	thorized	to execute t	he Bid d	lated,		,

20\_\_\_\_\_\_, to the City of Doral and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)



### CERTIFICATE OF AUTHORITY (IF PARTNERSHIP)

STATE OF	)		
	) SS:		
COUNTY OF	)		
I HEREBY CERTIFY that	a meeting of th	ne Partners of the	
			a Corporation existing under the laws of the
State of	, held on	, 20	, the following resolution was duly passed and adopted:
"RESOLVED, that,		, as	of the Partnership, be and is hereby authorized to
execute the Bid dated,	,	20 , to	the City of Doral and this partnership and that their execution thereof,
attested by the			shall be the official act and deed of this Partnership."
I further certify that sa	id resolution is	now in full force	and effect.
IN WITNESS WHEREOF	<sup>;</sup> , I have hereun	to set my hand th	nis, day of, 20
Secretary:			
(SEAL)			



### CERTIFICATE OF AUTHORITY IF JOINT VENTURE

STATE	OF	)							
) SS:									
COUNT	Y OF	)							
I	HEREBY	CERTIFY	that	а	meeting	of	the	Principals	of
the									
					_a corporation	existing	under the	laws of the	State of
		, held on		, 2	0,	the follow	ing resolutio	on was duly pa	assed and
adopte	d:								
"RESOL	VED, that,				as		of the	Joint Venture	be and is
hereby	authorized to	execute the Bid d	ated,	20	,				
to the	City of Doral o	fficial act and dee	d of this Joiı	nt Venture.'	1				
l furthe	er certify that s	aid resolution is n	ow in full fo	orce and effe	ect.				
						c.	20		
IN WIT	NESS WHEREO	F, I have hereunto	o set my har	nd this	, day d	of	, 20		
Socrata									
Secreta	лу								
(SEAL)									





## DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

## FORM F-18 CERTIFICATE AS TO CORPORATE PRINCIPAL



#### CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that \_\_\_\_\_\_, who signed the Bond on behalf of the Principal, was then \_\_\_\_\_\_ of said corporation; that I know his/her their signature; and his/her their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

(Name of Corporation)





## DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

## FORM F-19 ACKNOWLEDGEMENT OF CONFORMANCE WITH OSHA STANDARDS



#### ACKNOWLEDGEMENT OF CONFORMANCE WITH OSHA STANDARDS

The City of (Prime Contract To the City of Doral,

We

, hereby acknowledge and

Prime Contractor

agree that we, as the Prime Contractor for City of Doral, **CONSTRUCTION OF PEDESTRIAN BRIDGE DESIGN BUILD**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses they may incur due to the failure of:

(Subcontractor's Names)

to comply with such act or regulation.

CONTRACTOR

ATTEST

ВҮ:\_\_\_\_\_





## DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

## FORM F-20 CERTIFICATION OF CURRENT CAPACITY (Form 525-010-46)



### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

For bids to be received on \_\_\_\_\_\_(Letting Date)

(Only applicable to FDOT pre-qualified contractors)

#### CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder f or the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on the "Status of Contracts on Hand" report(page 2)

\$\_\_\_\_\_

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

If the letting is before the 25<sup>th</sup> day of the month, the certificate and report reflect the uncompleted work as of the 15<sup>th</sup> day of the month, last preceding the month of the letting.

If the letting is after the 25<sup>th</sup> day of the month, the certificate and report reflect the uncompleted work in progress as of the 15<sup>th</sup> day of the month of the letting.

All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Sworn to and subscribed this \_\_\_\_\_day

of\_\_\_\_\_,20 \_\_\_\_

City of Doral Procurement

Fill in your FDOT Vendor Number

VF \_\_\_\_\_

o followo:

NAME OF FIRM

By:\_\_\_\_\_

Title

#### STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6	
PROJECTS				AMOUNT SUBLET	UNCOMPLETED AN BY YOU	IOUNT TO BE DONE
OWNER, LOCATION AND DESCRIPTION	SUBCONTRACT) AMOUNT	TO OTHERS		AS PRIME CONTRACTOR	AS SUBCONTRACTOR	
NOTE: Columns 2 and 3 to show total contract (or su columns 2 and 3. Amount in columns 5 or 6 to be und	TOTALS	\$0.00	\$0.00			
be shown to nearest \$100. The Contractor may cons individually, do not exceed 3% of total, and which, in	olidate and list as a single iter the aggregate, amount to less	s than 20% of the total.	TOTAL UNCOMPLETED V HAND TO BE DONE BY Y COLUMNS 5 AND 6)		)	





## DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

## FORM F-21 CERTIFICATION FOR DISCLOSURE OF LOBBYING (Form 375-030-33)



#### CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS (Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(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 any federal agency, a Member of Congress, an officer of 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 influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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

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

Name of Consultant:

By: Date:	_Authorized Signature
-----------	-----------------------

Title:





## DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

## FORM F-22 DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (Form 375-030-32)



#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS (Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

ame of Consultant/Contractor:	
y:	
ate:	
tle:	

#### Instructions for Certification

Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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





## DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

FORM F-23 FHWA FORM 1273



### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

#### General

Nondiscrimination Nonsegregated Facilities Davis-Bacon and Related Act Provisions Contract Work Hours and Safety Standards Act Provisions Subletting or Assigning the Contract Safety: Accident Prevention False Statements Concerning Highway Projects Implementation of Clean Air Act and Federal Water Pollution Control Act Compliance with Governmentwide Suspension and Debarment Requirements Certification Regarding Use of Contract Funds for Lobbying

#### ATTACHMENTS

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

#### GENERAL

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

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

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

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

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

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

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

#### NONDISCRIMINATION

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

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

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

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

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

**Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 140 shall constitute the EEO and specificaffirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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



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

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

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

**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:

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.

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.

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

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.

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.

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

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

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

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

**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:

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.

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

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.

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

#### Training and Promotion:

The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

The contractor will periodically review the training and



promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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

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

The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

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

**Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

Assurance Required by 49 CFR 26.13(b):

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

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

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

The records kept by the contractor shall document the following:

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

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

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

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

#### NONSEGREGATED FACILITIES

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

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



#### DAVIS-BACON AND RELATED ACT PROVISIONS

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

Contracting agencies may elect to apply these requirements to other projects.

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

#### Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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.

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

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

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.

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 asset for the meeting of obligations under the plan or program.

#### Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements,



which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### Payrolls and basic records

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

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

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:

That the payroll for the payroll period contains the information required to be provided under  $\S5.5$  (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under  $\S5.5$  (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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;

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.

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

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

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

#### Apprentices and trainees

Apprentices (programs of the USDOL).

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



(where appropriate) to be eligible for probationary employment as an apprentice.

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

Trainees (programs of the USDOL).

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

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

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

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

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.

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

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

**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.

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

**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.

**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.

**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.

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).

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).

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

### CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

**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.

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

In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the overtime wages required by the clause set forth in paragraph (1.) of this section.

#### Withholding for unpaid wages and liquidated damages.

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

**Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the

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

#### SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

the prime contractor remains responsible for the quality of the work of the leased employees;

the prime contractor retains all power to accept or exclude individual employees from work on the project; and

the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when



given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

#### SAFETY: ACCIDENT PREVENTION

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

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

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

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

#### FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

18 U.S.C. 1020 reads as follows: "Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or Whoever knowingly makes any false statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented.

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

### IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

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

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

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

#### Instructions for Certification – First Tier Participants:

By signing and submitting this proposal, the prospective first tier participant is providing the certification set outbelow.

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



explanation shall disqualify such a person from participation in this transaction.

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

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

The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered

Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered

Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

Except for transactions authorized under paragraph (f) of these

instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

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

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

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

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;

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

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

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

#### Instructions for Certification - Lower Tier Participants:

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

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

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

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

The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts



180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered

Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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

\* \* \* \* \*

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

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

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

\* \* \* \* \*

### CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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 31U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

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

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

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



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

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

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

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

If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

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

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





# DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

FORM F-24 LAP FEDERAL AID TERMS FOR PROFESSIONAL SERVICES CONTRACTS (Form 375-040-84)



#### TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation 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 Agreement.
- F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant 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.
- G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- H. Information and Reports: The Consultant will 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 the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
  - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
  - 2. cancellation, termination, or suspension of the contract, in whole or in part.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration,



Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
  - 1. The Consultant, 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 Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- O. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to



- 1. employ or retain, or agree to employ or retain, any firm or person, or
- 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- R. The Consultant hereby certifies that it has not:
  - 1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
  - 2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
  - 3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

S. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.





# DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

# FORM F-25 DBE BID PACKAGE INFORMATION (Form 275-030-11)



### **DBE Utilization**

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates f or this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization f or contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation f or the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

### **DBE Reporting**

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. <u>During</u> the <u>contract</u>, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web -based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order f or our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

### **Bid Opportunity List**

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: <u>https://www.fdot.gov/equalopportunity/eoc.shtm</u>.



### **DBE/AA Plans**

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are f or a three-year period and should be updated at any time there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.

Print the company's name in the "" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy. Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to : **ecoforms**(*a*)**dot.state.fl.us.** 

The Department will review the policy, update department records, and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.





# DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

# FORM F-26 TRUTH IN NEGOTIATION CERTIFICATION (Form 375-030-30)



## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Name of Consultant

Ву:\_\_\_\_\_

Date





# DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

# FORM F-27 CONFLICT OF INTEREST CONFIDENTIALITY CERTIFICATION (Form 375-030-50)

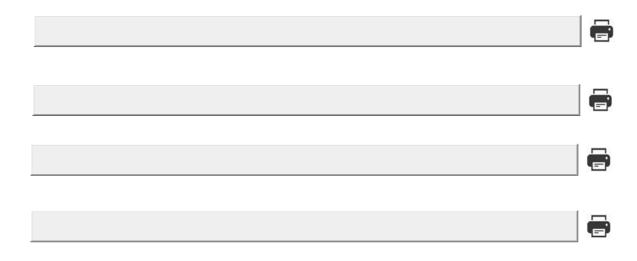


### CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION Information entered on this page will carry over to subsequent pages.

# When completed: Print this document to PDF by choosing File, Save as, and selection PDF as the file type (excluding page 1 from printing) or Print only the pages from the sections you need for signature using the printer icon buttons.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

### **VERSIONS**





### CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION TECHNICAL REVIEW COMMITTEE/DOT TECHNICAL

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I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

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I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above-mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

#### **Technical Review Committee Members:**

Printed Names	Signatures	Date



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

### CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION TECHNICAL REVIEW COMMITTEE/DOT TECHNICAL

**Additional Page** Advertisement No./ Financial Project Number(s) Description Solicitation No **Technical Review Committee Members:** (Continued) **Printed Names** Signatures Date **DOT Technical Advisors:** Printed Names Signatures Date



375-030-50 PROCUREMENT OGC – 1/20

### CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION SELECTION COMMITTEE

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

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Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Date:

Selection Committee Members:

Printed Names

Signatures



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

### CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION SELECTION COMMITTEE

Additional Page

Advertisement No./ Solicitation No	Description		Financial Project Number(s)
Each under	rsigned individual agrees to the terms	of this Conflict of Interest/Confidentia	lity Certification.
Printed Names	Selection Com	Signatures	



375-030-50 PROCUREMENT OGC – 1/20

### CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION PUBLIC OFFICERS/EMPLOYEES

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Advertisement No./ Solicitation No	Description	Financial Project Number(s)
Each under	rsigned individual agrees to the terms of this Conflict of Interest/Confidenti (continued on next page)	ality Certification.
Printed Names	Signatures	Date



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION PUBLIC OFFICERS/EMPLOYEES

### Additional Page

Advertisement No./ Solicitation No	Description			Financial Project Number(s)
Each under	signed individual agrees	to the terms of this Conflict of	Interest/Confidentiality	/ Certification
Printed Names		Signatures		Date



375-030-50 PROCUREMENT OGC – 1/20

### CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION TECHNICAL REVIEW/AWARDS COMMITTEE

375-030-50 PROCUREMENT OGC - 1/20

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Letting Date:

Contract Number(s):

#### Technical Review/Awards Committee Members:

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date



### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION TECHNICAL REVIEW/AWARDS COMMITTEE Additional Page

Contract Number(s): \_\_\_\_\_

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification

Printed Names	Signatures	Date



### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER FOR FDOT

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

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Advertisement No./ Solicitation No	Description	Financial Project Number(s)

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Printed Names	Signatures	Date



### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR** SERVING IN THE ROLE OF PROJECT MANAGER FOR FDOT

**Additional Page** 

Advertisement No./ Solicitation No	Description		Financial Project Num	ber(s)
Each unde	ersigned individual agrees	to the terms of this Conflict of	Interest/Confidentiality Certification.	
Printed Names		Signatures	Date	



375-030-50 PROCUREMENT OGC-1/20

### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR

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Advertisement No./ Solicitation No	Description	Financial Project Number(s)
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Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

### CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION

### Additional Page

Advertisement No./ Solicitation No	Description		Financial Project Number(s)
Each un Printed Names	dersigned individual agree	es to the terms of this Conflict of Int Signatures	erest/Confidentiality Certification. Date





# DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

FORM F-28 DISCLOSURE OF LOBBYING ACTIVITIES (Form 375-030-34)



## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DISCLOSURE OF LOBBYING ACTIVITIES

<b>Type of Federal Action:</b> contract grant cooperative agreement loan loan guarantee loan insurance	Status of Federal A bid/offer/application initial award post-award		Report Type:         initial filing         material change         For Material Change Only:         Year:Quarter:         Date of last report:         (mm/dd/yyyy)
4. Name and Address of Reporting Prime Subawar Tier	dee		tity in No. 4 is a Subawardee, Enter Name and
Congressional District, <i>if known</i> : 4c _			strict, <i>if known</i> :
6. Federal Department/Agency:			am Name/Description: applicable:
8. Federal Action Number, if know	n:	9. Award Amount	
<b>10. a. Name and Address of Lobb</b> ( <i>if individual, last name, first name, l</i>		<b>b. Individuals Pe</b> different from No. (last name, first na	
<b>11.</b> Information requested through this form U.S.C. section 1352. This disclosure of lobby material representation of fact upon which re tier above when this transaction was made o disclosure is required pursuant to 31 U.S.C. will be available for public inspection. Any pe required disclosure shall be subject to a civil \$10,000 and not more than \$100,000 for each such failure.	ring activities is a liance was placed by the r entered into. This 1352. This information rson who fails to file the	Print Name: Title:	Date (mm/dd/yyyy):
Federal Use Only:		1	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



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

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

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.

Identify the status of the covered Federal action.

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.

Enter the full name, address, city, State, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

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.

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.

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.

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."

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.

(a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering, and maintaining the

data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.





# DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

FORM F-29 VENDOR ELIGIBILITY CHECK (Form 375-030-91)



Project Description(s): \_\_\_\_\_

Financial Project Number(s): \_\_\_\_\_

In accordance with State law:

Section 287.133(2)(b), Florida Statutes, provides that public entities may not contract with firms that have been excluded from participating in the public contracting process.

A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017. F.S., for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), F.S. A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

A contract award (reference 2 CFR 1200 and 2 CFR 180) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." Pursuant to 23 CFR 172.7(b)(3), a contracting agency shall verify suspension and debarment actions and eligibility status of consultants and subconsultants prior to entering into an agreement or contract in accordance with 2 CFR part 1200 and 2 CFR part 180, when the identities of such subconsultants are known prior to execution of the subject agreement or contract. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Convicted Vendor List/ Suspended Vendor List / Discriminatory Vendor List / Federal Excluded Parties List/ Vendor Complaint Lists are available at the following Department of Management Services site:

http://www.dms.myflorida.com/business\_operations/state\_purchasing/vendor\_information/convicted suspended\_discriminatory\_complaints\_vendor\_lists

Section 287.135, F.S. prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel. Section 287.135, F.S. also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S.



The List of Scrutinized Companies that Boycott Israel, and the Scrutinized List of Prohibited Companies (Activities in Sudan/Iran Petroleum Energy Sector) are available at the following Florida State Board of Administration site:

https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx

I have checked the aforementioned lists that apply to this procurement, as applicable to verify that the vendor (and all subs where known) is eligible for contract award/execution:

Procurement Office or Contracting Awarding Office:

Printed Name

Signature

Date: \_\_\_\_\_





# DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

FORM F-30 CHANGE ORDER FORM





	Ch	ANGE ORDE	R FORM		
To Contractor:				hange Order Num roposal Number:	ber: 1
roject Name:			-		
Project Number:					
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PROPOSAL DESCRIPTION:					
<u>:DOT LAP Project:</u> :M:	Federal No.:		c	ontract No.:	
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City of Doral Procurement



# DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

FORM F-31 PAYMENT AND PERFORMANCE BOND (Form 575-060-06)





# DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

# FORM F-32 BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL SERVICES (FORM 375-040-62)





# DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

# FORM F-33 NON-COLLUSION DECLARATION AND COMPLIANCE (Form 575-060-13)





# DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

# FORM F-34 DESIGN-BUILD FIRM PERFORMANCE EVALUATION FORM





# DESIGN-BUILD PROJECT FOR PEDESTRIAN BRIDGE OVER NW 41<sup>ST</sup> STREET AT HEFT FINANCIAL PROJECT ID: 441642-1-58-01

# FORM F-35 DESIGN-BUILD STIPEND AGREEMENT

