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Central Florida Commuter Rail Transit Design Build and Maintain**

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DESIGN-BUILD CONTRACT

District

This Contract, is entered into this 16th day of March, 2011, between the State of Florida Department of Transportation, hereinafter called the Department, and Archer Western Contractors - Railworks, a Joint Venture of 775 Baymeadows Way, Suite 200, Jacksonville FL 32256, herein called the Contractor.

The Contractor agrees with the Department, for the consideration herein mentioned, and at the Contractor's own proper cost and expense, to do all the work and furnish all the materials, equipment, supplies and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Request for Proposal, and Contractor's Proposal, which are incorporated by reference herein under security as set forth in the attached bond, all of which are hereby adopted and made part of this Contract and incorporated by reference herein, and to the satisfaction of the duly authorized representatives of the Department, who shall have at all times full opportunity to inspect the materials to be furnished and the work to be performed under this Contract.

The Contractor shall also maintain such insurance as will protect the Department from any or all claims for property damage, personal injury and bodily injury including death, which may arise from operations under this Contract. Certificates of such insurance shall be filed with the Department and shall be subject to its approval for adequacy of protection.

It is agreed that the work to be done under this Contract is to design and construct or otherwise improve the road(s), bridge(s), and building(s) described as:

Central Florida Commuter Rail Transit Design Build and Maintain

in Volusia, Seminole, Orange and Osceola County(ies), a distance of approximately 61 Miles and known as Federal Aid Project No(s): _____
Financial Project No(s): 412994-4-52-01

In consideration of the foregoing premises, the Department agrees to reimburse the Contractor, for all items of work performed and material furnished at the unit prices and under conditions set forth in the attached proposal.

IN WITNESS WHEREOF, the Department has hereunto caused these presents to be subscribed and the Contractor has affixed its name and seal, the date aforesaid.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: *Norma Dow*
Director of Transportation Operations
David B. Casey 3/16/11
Attorney FDOT Date

Complete the following as appropriate

Archer Western Contractors-Railworks, a Joint	
Contractor (Entity Name)*	Venture
Authorized Signature: <u><i>David B. Casey</i></u>	
*Signature: _____	
Printed Name: <u>David B. Casey</u>	
* _____	
Title: <u>Attorney-in-Fact</u>	
(Seal)	

*Include the signature and printed name of each partner required to be affixed per partnership agreement.

Organized and existing under the laws of the State of Florida and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DESIGN - BUILD CONTRACT BOND

375-020-14
CONTRACTS ADMINISTRATION
OGC - 08/05
Page 1 of 2

KNOW ALL MEN BY THESE PRESENTS: That we, Archer Western Contractors- Railworks, a Joint Venture

(Entity Name) having its principal place of business at 7775 Baymeadows Way, Suite 200 Jacksonville, FL 32256, (904) 739-7600
(Bidding Office Street Address, City, State, Zip and Phone #) (hereinafter called Principal or Contractor) and TRAVELERS CASUALTY AND SURETY COMPANY (hereinafter called Surety), duly authorized to do business in the State of Florida, having its principal place of business at One Tower Square, Hartford, CT 06183 (Home Office City, State Zip) are held and firmly bound unto the State of Florida, in the full and just sum of One Hundred Sixty Three Million, Two Hundred Eighty Eight Thousand Seven Hundred DOLLARS (163,288,700.00), lawful money

of the United States of America, to be paid to the Florida Department of Transportation (hereinafter called the Department), to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents;

WHEREAS, the above-bounden Principal has subscribed to a contract with the Department, to bear the date of 03/16, 2011 for constructing or otherwise improving a road(s), bridge(s), and building(s) Central Florida Commuter Rail Transit Design Build and Maintain

in Volusia, Seminole, Orange and Osceola County(ies), particularly known as

Federal Aid Project No(s): _____
Financial Project No(s): 412994-4-52-01, Contract No. E-5L71

(hereinafter called the Contract), upon certain terms and conditions in the Contract more particularly mentioned; and WHEREAS, it was one of the conditions of the Contract that these presents shall be executed; NOW, THEREFORE, the conditions of this obligation are such that if the above-bound Principal in all respects shall comply with Section 337.18(1), Florida Statutes, and shall promptly, faithfully, efficiently and fully perform the Contract according to design and construction criteria as stated in the Request for Proposal and the Contractor's Proposal therein referred to and made a part hereof, and any alterations as may be made in the same, and within the time period specified, and further, shall remedy any errors in partial or final estimates and any defects which may exist, appear, occur or result in or from said work within a period of two (2) years from the date of final acceptance of the work under the Contract, and further if the Contractor shall promptly make payment to all persons furnishing labor, material, equipment and supplies, and all persons defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract (See Section 337.18(1)(a)-(f), F.S., for specific "claim" notice and time limitation requirement(s), and shall promptly pay all State Workers' Compensation and Unemployment Compensation taxes incurred in the performance of the Contract, and shall be liable to the State in a civil action instituted by the Department or any officer of the State authorized in such cases for double any amount in money or property the State may lose or be overcharged or otherwise defrauded of, by reason of any wrongful or criminal act, if any, of the Contractor, its agents, and employees, and should the Contractor be declared to be in default under the Contract, the Surety shall pay the Department all costs including liquidated damages and disincentives assessed against the Contractor because of the default which were not withheld from Contract proceeds, and if the Department at its sole option demands that the Surety take over the project and provided further that should the Department elect to have the Surety to take over the project, then in such event, the Surety may not select the Contractor or any affiliate of the Contractor to complete the project for and on behalf of the Surety without the Department's express written consent.

Under this bond, the surety, pursuant to Section 337.11(8)(a), F.S. shall be fully liable under such surety bond to the full extent of any modified contract amount up to and including 25 percent over the original contract amount and without regard to the fact that the surety was not aware of or did not approve such modifications. However, if modifications of the original contract amount cumulatively result in modifications of the contract amount in excess of 25 percent of the original contract amount, the surety's approval shall be required to bind the surety under the bond on that portion in excess of 25 percent of the original contract amount.

WITNESS the signature of the Principal and the signature of the Surety by EILEEN LUCITT its ATTORNEY-IN-FACT (~~Agent~~ Attorney-in-Fact) with the seals of said Principal and Surety hereunto affixed this 17th day of March, 2009.

Complete the following as appropriate

Archer Western Contractors - Railworks, a Joint Venture	
Contractor (Entity Name)*	
Authorized Signature:	<u>[Signature]</u>
*Signature:	_____
Printed Name:	<u>David B. Casey</u>
Title:	<u>Vice President</u>
(Seal)	<u>Attorney-In-Fact</u>

*Include the signature and printed name of each partner required to be affixed per partnership agreement.

Organized and existing under the laws of the State of Florida and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida.

Countersigned: Kevin P. Nagel
Florida Licensed Insurance Agent

TRAVELERS CASUALTY AND SURETY COMPANY

Print information below (Florida Licensed Insurance Agent; whether in Attorney-in-Fact or Countersignature role):

Surety Company Name (Print) (Seal)

By: Eileen Lucitt **EILEEN LUCITT**

~~FOR NOTARIZATION ONLY~~ Attorney-in-Fact (Surety)

Name: KEVIN P. NAGEL (FL LICENSE E054068)

Above Signatory is also a Florida Licensed Insurance Agent (check if applicable and complete business name, address and telephone number block; if not, have such an agent countersign and complete block)

Business Address: 1901 DesPlaines, Park Ridge, IL

Telephone: 847-384-8619 60068

NOTE: Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact is to be attached.

Contractor shall record this bond in the official records of the Clerk of Court of the county where the improvement is located prior to commencing the work in accordance with Section 337.18(1)(b).

Send "Notices to Owner" to: Florida Department of Transportation, District 5, Construction Engineer or Maintenance Engineer, 719 South Woodland Blvd., Deland, FL 32720-6834, Phone # (386) 943-5000

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACT AFFIDAVIT

375-020-30
CONTRACTS ADMINISTRATION
OGC - 1007

STATE OF ILLINOIS
COUNTY OF COOK

Before me, the undersigned authority, personally appeared EILEEN LUCITT
ATTORNEY-IN-FACT (Attorney-in-Fact)
who, being duly sworn, deposes and says that he/she is a duly authorized representative, properly licensed under the laws
of the State of N/A (If applicable, otherwise N/A), to represent TRAVELERS CASUALTY AND SURETY COMPANY
(Surety Co.)
of HARTFORD, CT 06183 a company authorized to make surety bonds under the laws of the
(City and State)
State of Florida.

EILEEN LUCITT (Attorney-in-Fact for Surety Co.) further certifies that as Attorney-in-Fact
for the said TRAVELERS CASUALTY AND SURETY COMPANY (Surety Co.) has signed the attached bond in the sum of
\$ 163,288,700.00 on behalf of ARCHER WESTERN CONTRACTORS - RAILWORKS, A JOINT VENTURE
(Contractor)
covering Financial Project No.(s) 412994-4-52-01 ;

Contract No.(s) E5L71 ; in Volusia, Seminole, Orange and Osceola County(ies), Florida.

Said EILEEN LUCITT further certifies that the premium on the
said bond is \$2,460,943.66, which will be paid in full direct to ~~XXXXXX~~

~~XXXXXX~~ the said TRAVELERS CASUALTY AND SURETY COMPANY (Surety)
and that he/she will receive a regular commission of NIL per cent as
Attorney-in-Fact for the execution of said bond and that the commission will not be divided with anyone except as follows:

N/A per cent to N/A
(If applicable, otherwise N/A) (N/A, if not applicable)
who is a duly authorized Florida Licensed Insurance Agent properly licensed under the laws of the State of Florida.

ACKNOWLEDGMENT FOR ATTORNEY-IN-FACT

Eileen Lucitt
~~XXXXXX~~ Attorney-in-Fact
EILEEN LUCITT

Sworn to and subscribed before me this 17th day of MARCH, 2009 by

EILEEN LUCITT
(name of affiant) . He/She is personally known to me or has produced

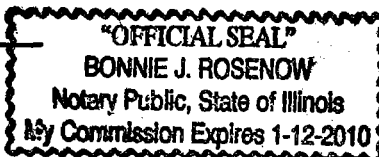
KNOWN TO ME as identification.
(type of identification)

Bonnie J. Rosenow
(Notary Signature)

BONNIE J. ROSENOW 01/12/2010
(Notary's printed name) My commission expires

Notary Public State of ILLINOIS

COUNTERSIGNED (If applicable):



Kevin P. Nagel
Florida Licensed Insurance Agent
KEVIN P. NAGEL (FL LICENSE # E054068)

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of MARCH, 2009.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DESIGN-BUILD BID PROPOSAL FORM

CONTRACT NO: E5L71
FPN: 412994-4-52-01

PROJECT LOCATION/DESCRIPTION: Central Florida Commuter Rail Transit Civil, Systems and Track Work Design/Build/ Maintain

The Design Build-Firm is required to state the Proposed Curfew Hours and a Lump Sum (LS) price and submit to Professional Services Unit, Florida Department of Transportation, 719 South Woodland Boulevard, DeLand, Florida 32720 by 4:00 p.m., local time, on February 23, 2009.

Base Bid without Four Options

Item Description	Unit	Quantity	Total LS Price
Initial Final Design and Mobilization Services (Not to Exceed \$6,000,000.00)	LS	1	\$ <u>6,000,000.⁰⁰</u>
Final Design and Construction Work Without Four Bid Options	LS	1	\$ <u>137,866,000.⁰⁰</u>
Design-Build Contingency	Not Bid	1	\$ 300,000.00
Railway Maintenance Services	LS	1	\$ <u>18,900,000.⁰⁰</u>
Maintenance Contingency	Not Bid	1	\$ 150,000.00
Roadway Worker Protection Services (Flagging)	LS	1	\$ <u>10,000.⁰⁰</u>
Partnering	Not Bid	1	\$ 23,100.00
Dispute Review Board	Not Bid	1	\$ 39,600.00

Lump Sum Price (Base Bid - Without Four Bid Options) \$ 163,288,700.⁰⁰

Lump Sum Price (Base Bid - Without Four Bid Options) Written Out:

ONE HUNDRED SIXTY-THREE MILLION TWO HUNDRED EIGHTY-EIGHT THOUSAND SEVEN HUNDRED DOLLARS AND ZERO CENTS

Proposed Curfew Hours (for Base Bid without Four Bid Options): 754

Base Bid with Options

Item Description	Unit	Quantity	Total LS Price
Bid Option 1 - Grade Crossings Priority 2	LS	1	\$ <u>3,038,500.⁰⁰</u>
Lump Sum Price (with Bid Option 1)			\$ <u>166,327,200.⁰⁰</u>

Lump Sum Price (with Bid Option 1) Written Out:

ONE HUNDRED SIXTY-SIX MILLION THREE HUNDRED TWENTY-SEVEN THOUSAND TWO HUNDRED DOLLARS AND ZERO CENTS

Proposed Curfew Hours (for the Base Bid with Bid Option 1): 754

Bid Option 2 - Grade Crossings Priority 3	LS	1	\$ <u>497,000.⁰⁰</u>
Lump Sum Price (with Bid Options 1 & 2)			\$ <u>166,824,200.⁰⁰</u>

Lump Sum Price (with Bid Options 1 & 2) Written Out:

ONE HUNDRED SIXTY-SEVEN MILLION EIGHT HUNDRED TWENTY-FOUR THOUSAND TWO HUNDRED DOLLARS AND ZERO CENTS

Proposed Curfew Hours (for the Base Bid with Bid Options 1 & 2): 754

Bid Option 3 - Interlocking CP 787 (Track & Signals)	LS	1	\$ <u>493,200.⁰⁰</u>
Lump Sum Price (with Bid Options 1, 2 & 3)			\$ <u>167,317,400.⁰⁰</u>

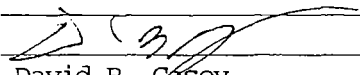
Lump Sum Price (with Bid Options 1, 2 & 3) Written Out:

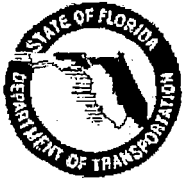
ONE HUNDRED SIXTY-SEVEN MILLION NINE HUNDRED THIRTY-SEVEN THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS

Proposed Curfew Hours (for the Base Bid with Bid Options 1, 2 & 3): 754

Item Description	Unit	Quantity	Total LS Price
Bid Option 4 – Interlocking CP 775 (Track & Signals)	LS	1	\$ 892,500.00 ^{DBL} 903,200 ⁰⁰
Lump Sum Price (with Bid Options 1, 2, 3, & 4)			\$ 168,833,700 ⁰⁰
Lump Sum Price (with Bid Options 1, 2, 3, & 4) Written Out:			
<i>ONE HUNDRED SIXTY-EIGHT MILLION EIGHT HUNDRED THIRTY-THREE THOUSAND SEVEN HUNDRED AND SEVEN CENTS</i> Proposed Curfew Hours (for the Base Bid with Bid Options 1, 2, 3 & 4): <u>754</u>			

Design-Build Firm Name: Archer Western Contractors-Railworks, a Joint Venture
 Design-Build Firm Vendor No: 261605378001
 Design-Build Firm Address: 7775 Baymeadows Way Suite 200
Jacksonville, FL 32256

Design-Build Firm Signature: 
 Printed Name: David B. Casey
 Title: Vice President



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DESIGN - BUILD PROPOSAL
OF

375-020-12
 CONTRACTS ADMINISTRATION - 03/06
 Page 1 of 4

Archer Western Contractors - Railworks, a Joint Venture

(Proposer's Firm Name) (Prequalified Name, if Applicable)

7775 Baymeadows Way Suite 200 Jacksonville, FL 32256

(Proposing Firm's Physical Address -- City -- State -- Zip)

F.E.I.D. No. 26-1605378 Telephone No. (904) 739-7600 FAX No. (904) 739-7601

for constructing or otherwise improving a Bridge(s) and/or Section(s) of Road(s) No(s). or building(s) Central Florida
Commuter Rail Transit, Design Build for Civil, Systems and Trackwork

in _____ County(ies),

approximately _____ mile(s)

in length, and known as Federal Aid Project No(s):

Contract No.: E5L71 Financial Project No(s): 412994-4-52-01

Submitted February 23, 2009

TO THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:

The Proposer, hereby declares that no person or persons, firm or corporation, other than the Proposer, are interested, in this proposal, as principals, and that this Proposal is made without collusion with any person, firm or corporation, and we have carefully and to our full satisfaction examined the Request for Proposal, Proposal forms, and that we have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment, and materials, and that we will fully complete all necessary design and construction work in accordance with the documents herein stated, and the requirements under them of the Engineer, within the time limit specified in this Proposal for the total bid prices shown in the attached schedule of values.

Was an addendum issued on this project?

Yes No

I (We) hereby acknowledge receipt of the following Addenda issued during the bidding period.			
Addendum No.	Dated	Addendum No.	Dated
1	January 16, 2008	8	April 28, 2008
2	February 11, 2008	9	May 8, 2008
3	February 21, 2008	10	May 21, 2008
4	February 28, 2008	11	November 7, 2008
5	March 10, 2008	12	January 9, 2009
6	April 4, 2008	13	January 27, 2009
7	April 18, 2008	14	February 5, 2009
		15	February 19, 2009

The Proposer agrees to perform all necessary work, as provided for in the contract, and if awarded the contract, to execute the Contract within 30 calendar days after the date on which the notice of award has been given, and to fully complete all necessary work under the same within not more than 810 calendar days.

The Proposer further agrees to furnish a sufficient and satisfactory bond in the sum of not less than 100 percent of the contract price of the work.

The Proposer agrees to bear the full cost of maintaining all work until final acceptance, as provided in the contract.

If the total amount of this bid exceeds \$150,000.00, a bid guaranty of five percent (5%) of the bid, payable to the Florida Department of Transportation, must accompany this proposal. The guaranty amount shall include all bid items except construction days for A+B Bidding and lane closure for Lane Rental Bidding. If this proposal is accepted and the Proposer fails to execute the Contract under the conditions of this proposal, the bid guaranty shall be forfeited to the Department; otherwise, said guaranty is to be returned to the Proposer upon delivery of a satisfactory bond. The Florida Department of Transportation officials and employees are prohibited by law from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the Department pursuant to Section 334.195, Florida Statutes.

The Proposer, hereby certifies that it has carefully examined this proposal after the same was completed, and has verified each item placed thereon. The Proposer agrees to indemnify, defend and save harmless, the Department against any cost, damage, or expense which it may incur or be caused by any error in the Proposers preparation of same. By signing and submitting this proposal, the Proposer certifies that no principal (which includes officers, directors or executives) is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

The Proposer hereby certifies and obligates its firm as "Principal (Proposer)" to the attached Bid and Proposal Bond, as if and to the same effect as if the Proposer had affixed its signature thereon.

Section 287.134(a), Florida Statutes requires: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid 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 a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

Section 553.62, Florida Statutes, incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR s. 1926.650 Subpart P, as the state standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other state or political subdivisions may also have standards that are applicable. If trench excavation will be required project in excess of five feet in depth, the Proposer must identify the cost of compliance with the applicable trench safety standards below. If there will be no trench excavation on the project in excess of five feet in depth, write "not applicable" below.

	Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
A.	Trench Box	EA	1	\$7,500.00	\$7,500.00
B.					
C.					
D.					
E.					

(ATTACH SEPARATE SHEET IF NECESSARY)

TOTAL: \$ 7,500.00

If applicable, this certifies that all trench excavation done within the control of the contractor will be in accordance with all applicable standards and with the specifications, and all requirements of Section 553.63(1)(a), 553.63(1)(b), 553.63(1)(c), Florida Statutes.

Job No(s).

412994-4-52-01

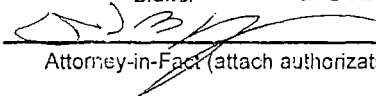
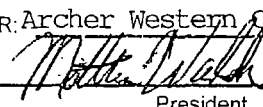
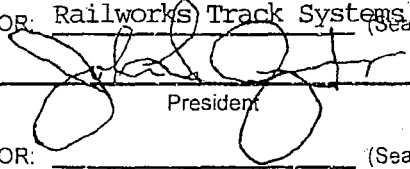
The Proposer hereby declares that the undersigned is the person or persons responsible within the firm for the final decision as to the price(s) and amount of this bid and the Proposer further declares that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder or potential Proposer.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a Proposer or potential Proposer on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other firm or person to submit a complementary bid.
5. The Proposer has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any other Proposer or person, whether in connection with this or any other project, in consideration for an agreement or promise by any other firm or person to refrain from bidding or to submit a complementary bid on this project.
6. The Proposer has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any other firm or person, and has not been promised or paid cash or anything of value by any other firm or person, whether in connection with this or any other project, in consideration for the firm's submitting a complementary bid, or agreeing to do so, on this project.
7. The Proposer has made a diligent inquiry of all members, officers, employees, and agents of the Proposer with responsibilities relating to the preparation, approval or submission of the firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the Proposer has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.
9. The Proposer certifies that, except as noted below, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:
 - (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any Federal department or agency;
 - (b) has within a three-year period preceding this certification 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 Federal, State, or local government transaction or public contract; 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;
 - (c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State, or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and
 - (d) has within a three-year period preceding this certification had one or more Federal, State, or local government public transactions terminated for cause or default.
10. The Proposer certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any Federal Agency unless authorized by the Department.
11. The firm certifies that the Proposer is not a nonresident alien, or a foreign corporation/entity formed under the laws of a country other than the United States.

Where the Proposer is unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (11), the Proposer has provided an explanation in the "Exceptions" portion on page 4 of 4 or by attached sheet.

EXCEPTIONS: No Exceptions

Any exception listed above will not necessarily result in denial of award, but will be considered in determining proposer responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions. I declare under penalty of perjury that the foregoing is true and correct.

<p>CORPORATION:</p> <p>_____ Bidder</p> <p>Signature: _____ President</p> <p>_____ Print Name</p> <p>(Affix Corporate Seal)</p>	<p>SOLE PROPRIETORSHIP:</p> <p>_____ Bidder</p> <p>Signature: _____ Owner</p> <p>_____ Print Name</p>
<p>PARTNERSHIP</p> <p>_____ Bidder</p> <p>Signature: _____ General Partner</p> <p>_____ Print Name</p> <p>Signature: _____ General Partner</p> <p>_____ Print Name</p>	<p>JOINT VENTURE:</p> <p><u>Archer Western Contractors-Railworks,</u> Bidder a Joint Venture</p> <p>Signature:  _____ Attorney-in-Fact (attach authorization)</p> <p>_____ David B. Casey _____ Print Name</p> <p>CONTRACTOR: <u>Archer Western Contractors, Ltd.</u> (Seal)</p> <p>Signature:  _____ President</p> <p>CONTRACTOR: <u>Railworks Track Systems, Inc.</u> (Seal)</p> <p>Signature:  _____ President</p> <p>CONTRACTOR: _____ (Seal)</p> <p>Signature: _____ President</p>
<p>LIMITED LIABILITY COMPANY:</p> <p>_____ Bidder</p> <p>Authorized Signature: _____</p> <p>Title: _____ Manager or Managing Member (Circle One)</p> <p>_____ Print Name</p>	
<p>Organized and existing under the laws of the State of <u>Florida</u> and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida, certificate of incorporation or organization or certificate of authority having been issued by the Florida Department of State.</p>	

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

ATTACH BID BOND AND DBE FORMS

Job No(s).

412994-4-52-01

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DESIGN BUILD BID OR PROPOSAL BOND

375-020-34
CONTRACTS ADMINISTRATION
OGC - 02/04

KNOW ALL MEN BY THESE PRESENTS: That we, Archer Western - Railworks, A Joint Venture, as Principal (Bidder), and TRAVELERS CASUALTY AND SURETY COMPANY, as Surety, are held and firmly bound unto the Florida Department of Transportation (hereinafter called the Oblige), in the full and just sum of FIVE PERCENT (5%) of the actual total of the Proposal referred to herein (do not enter figures), in lawful money of the United States of America, to be paid to the Oblige, to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally and firmly by these presents:

WHEREAS, The said Principal is herewith submitting a proposal to the obligee for constructing or otherwise improving a road(s) and/or bridge(s) or building(s) in Central Florida Commuter Rail Transit, Design Build for Civil County, particularly known as Federal Aid Project No.(s) Financial Project No.(s) 412994-4-52-01

Project Full Title: Central Florida Commuter Rail Transit, Design Build for Civil, Systems and Trackwork

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said Principal shall execute a contract and give bond for the faithful performance thereof within twenty (20) days after being notified in writing of the award of such contract to Principal, or if the Surety shall pay the Oblige the full amount of this bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

SIGNED, SEALED AND DATED THIS 23rd day of February, 2009

NAME OF SURETY: TRAVELERS CASUALTY AND SURETY COMPANY (Affix Surety Seal)

By: Eileen Lucitt EILEEN LUCITT, ATTORNEY-IN-FACT
Florida Licensed Insurance Agent or (Printed Name)
Attorney-In-Fact (Signature)
Countersigned: Kevin P. Nagel KEVIN P. NAGEL (FL LICENSE # E054068)
Florida Licensed Insurance Agent (Printed Name)

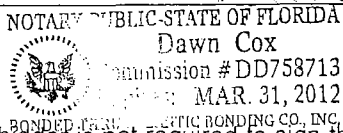
The following Statement to be completed regarding the Florida Licensed Insurance Agent:

STATE OF FLORIDA
COUNTY OF DUVAL

Before me, the above signed authority, personally appeared KEVIN P. NAGEL, who is personally known to me or has produced KNOWN TO ME (type of identification) identification and is duly sworn, deposes and says that he/she is a duly authorized insurance agent properly licensed under the laws of the State of Florida to represent TRAVELERS CASUALTY AND SURETY COMPANY

of HARTFORD, CT., a company authorized to make corporate Surety Bonds under the laws of Florida and acceptable as Surety on Federal Bonds and that he has signed or countersigned the above bond on their behalf.

Sworn, and subscribed to before me this 23rd day of February, 2009
Dawn Cox Notary Public, State of FLORIDA



My commission expires: 03/31/2012

NOTE: The principal bidder is not required to sign this document, as execution of Form 375-020-12, Design Build Proposal Of, specifically binds the principal bidder to the obligations arising from this document. Failure of the principal bidder to execute Form 375-020-12, Design Build Proposal Of, or failure of the surety to execute this document, shall result in the bid being declared nonresponsive.

NOTE: Power of Attorney showing authority of Florida Licensed Insurance Agent to sign on behalf of, and bind, surety must be furnished with this form. Affix Corporate Seal of Surety. No Bid Bond is required if the total amount of the bid is \$150,000 or less.

** VOLUSIA, SEMINOLE, ORANGE AND OSCEOLA COUNTIES



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 218690

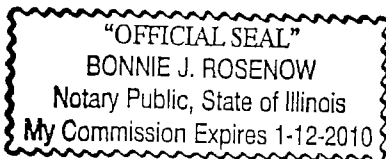
Certificate No. 002723977

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Kevin P. Nagel, Eileen Lucitt, and David C. Banks

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, BONNIE J. ROSENOW a Notary Public in and for said County and State, do hereby certify that Resident Vice President, and EILEEN LUCITT Resident Assistant Secretary, Attorney-in-Fact, of TRAVELERS CASUALTY AND SURETY COMPANY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of TRAVELERS CASUALTY AND SURETY COMPANY, for the uses and purposes therein set forth. Given under my hand and notarial seal, this 23rd day of FEBRUARY 2009.



[Signature of Bonnie J. Rosenow]
Notary Public

S-1139-D (07-97)

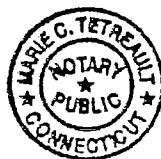


State of Connecticut
City of Hartford ss.

By: [Signature of George W. Thompson]
George W. Thompson, Senior Vice President

On this the 23rd day of May, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature of Marie C. Tetreault]
Marie C. Tetreault, Notary Public

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/23/2009

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PHONE: (866) 283-7122 FAX: (847) 953-5390

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Arch Insurance Company	11150
INSURER B:	Westchester Fire Insurance Co	21121
INSURER C:		
INSURER D:		
INSURER E:		

INSURED
Archer Western Contractors /
Railworks, a Joint Venture
7775 Baymeadows Way, Suite 200
Jacksonville FL 32256 USA

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	41PKG2206602	06/01/08	06/01/09	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A	A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS	41PKG2206602 AOS 41CAB2206702 MA	06/01/08	06/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC AGG	
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	G22023007003	06/01/08	06/01/09	EACH OCCURRENCE	\$10,000,000
						AGGREGATE	\$10,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	41WCI2206502	06/01/08	06/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Project: Central Florida Commuter Rail / Contract #E-5L71 / FPN #412994-4-52-01.
 See Attached.

CERTIFICATE HOLDER

Florida Department of Transportation
605 Suwannee Street
Tallahassee FL 32399 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570033424152





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/04/2010

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

PHONE: (866) 283-7122 FAX: (847) 953-5390

INSURED
Archer Western Contractors /
Railworks, a Joint Venture
7775 Baymeadows Way, Suite 200
Jacksonville FL 32256 USA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Arch Insurance Company	11150
INSURER B:	Allied World National Assurance Company	10690
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	41PKG2282304	06/01/2010	06/01/2011	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A	A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS	41PKG2282304 AOS 41CAB228240 MA	06/01/2010	06/01/2011	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC AGG	
B		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	03056149	06/01/2010	06/01/2011	EACH OCCURRENCE	\$10,000,000
						AGGREGATE	\$10,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	41WCT2282204	06/01/2010	06/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Project: Central Florida Commuter Rail / Contract #E-5L71 / FPN #412994-4-52-01.
 See Attached.

CERTIFICATE HOLDER
 Florida Department of Transportation
 605 Suwannee Street
 Tallahassee FL 32399 USA

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *Aon Risk Services Central, Inc.*

Holder Identifier: 570039125025 Certificate No: 570039125025



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS
SECRETARY

June 1, 2007

Mr. John P. Slattery
Archer Western Contractors, Ltd.
4501 NE 21st Street
Ft. Lauderdale, Florida 33308

RE: DBE AFFIRMATIVE ACTION PLAN APPROVAL

Dear Mr. Slattery:

The Disadvantaged Business Enterprise Affirmative Action Plan submitted by:
Archer Western Contractors, Ltd.
has been approved for a period of three years. Please update and submit a new plan before the expiration date shown below. If you do not plan to work on any Florida Department of Transportation projects, it will not be necessary for you to submit a new plan.

If you need any additional information, please contact me at (850) 414-4750.

Sincerely,

Carol Greene
Administrative Assistant
Equal Opportunity Office

/clg

AFFIRMATIVE ACTION PLAN EXPIRATION: May 29, 2010

RECEIVED

DEC 21 2007

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION



Archer Western Contractors-Railworks, a Joint Venture

DBE AFFIRMATIVE ACTION PLAN

POLICY STATEMENT

It is the policy of Archer Western Contractors-Railworks, a Joint Venture, that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D, and implemented under Rule Chapter 14-78 F.A.C., shall have the opportunity to participate as subcontractors and suppliers on all contracts awarded by the Florida Department of Transportation.

The requirements of Chapter 14-78 F.A.C. shall apply to all contracts entered into between the Florida Department of Transportation and Archer Western Contractors-Railworks, a Joint Venture. Subcontractors and/or suppliers to Archer Western Contractors-Railworks, a Joint Venture will also be bound by the requirements of Chapter 14-78 F.A.C.

Archer Western Contractors-Railworks, a Joint Venture and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78 F.A.C., to ensure that disadvantaged businesses have the opportunity to compete and perform work contracted with the Florida Department of Transportation.

Archer Western Contractors-Railworks, a Joint Venture and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of the contracts with the Florida Department of Transportation.

Archer Western Contractors-Railworks, a Joint Venture has designated and appointed a Liaison Officer to develop, maintain, and monitor the DBE Affirmative Action Plan's implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout Archer Western Contractors-Railworks, a Joint Venture, and to disadvantaged controlled businesses. This policy statement is posted on notice boards of the Company.

David B. Casey, Attorney-in-Fact
Archer Western Contractors-Railworks, A Joint Venture
7775 Baymeadows Way Suite 200
Jacksonville, Florida 32256
Date: March 20, 2009

I. DESIGNATION OF LIAISON OFFICER

Archer Western Contractors-Railworks, a Joint Venture will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with the Florida Department of Transportation. The Company has appointed a Liaison Officer to develop and maintain this Affirmative Action Plan in accordance with the requirements of Chapter 14-78 F.A.C.

The Liaison Officer will have primary responsibility for developing, maintaining and monitoring the Company's utilization of disadvantaged subcontractors in addition to the following specified duties.

- (1) The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all Florida Department of Transportation contracts.
- (2) The Liaison Officer will submit all records, reports and documents required by the Department, and shall maintain such records for a period not less than three years, or as directed by any specific contractual requirement of the Florida Department of Transportation.

The following individual has been designated as Liaison Officer with responsibility for implementing the Company's Affirmative Action Program in accordance with the requirements of the Florida Department of Transportation:

John P. Slattery
Archer Western Contractors-Railworks, a Joint Venture
4501 NE 21st Street
Ft. Lauderdale, Florida 33308
(954) 938-9291
FDOT Vendor #: 261605378001

II. AFFIRMATIVE ACTION METHODS

In order to formulate a realistic Affirmative Action Plan, Archer Western Contractors-Railworks, a Joint Venture has identified the following known barriers to participation by disadvantaged subcontractors, before describing its proposed affirmative action methods.

- (1) Lack of qualified disadvantaged subcontractors in our specific geographical areas of work.
- (2) Lack of certified disadvantaged subcontractors who seek to perform Florida Department of Transportation work.

- (3) Lack of interest in performing Florida Department of Transportation work.
- (4) Lack of response when requested to bid.
- (5) Limited knowledge of Florida Department of Transportation plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of Archer Western Contractors-Railworks, a Joint Venture to provide opportunity by utilizing the following Affirmative Action Methods to ensure participation on contracts with the Florida Department of Transportation. Archer Western Contractors-Railworks, a Joint Venture will:

- (1) Provide written notice to all verified DBE subcontractors in the geographical area where the work is to be subcontracted by the Company.
- (2) Advertise in minority focused media concerning subcontract opportunities with the Company.
- (3) Select portions of the work to be performed by DBE's in order to increase the likelihood of meeting contract goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation).
- (4) Provide adequate information about the plans, specifications and requirements of the contract, not rejecting subcontractors without sound reasons based on a thorough investigation of their capabilities.
- (5) Waive requirements of performance bonds where it is practical to do so.
- (6) Attend pre-bid meetings held by the Department to apprise disadvantaged subcontractors of opportunities with the Company.
- (7) Follow up on initial solicitations of interest to DBE Contractors to determine with certainty whether the Company is interested in the subcontract opportunity.

Archer Western Contractors-Railworks, a Joint Venture understands that this list of Affirmative Action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

III. IMPLEMENTATION

On contracts with specific DBE goals, Archer Western Contractors-Railworks, a Joint Venture will make every effort to meet contract goals as stated by utilizing its affirmative action methods. On projects with no specific goals, the Company will, as an expression of good faith, seek to utilize DBE subcontractors where work is to be subcontracted.

IV. REPORTING

Archer Western Contractors-Railworks, a Joint Venture shall keep and maintain such records as are necessary to determine the Company's compliance with its DBE Affirmative Action Plan.

The Company will design its recordkeeping system to indicate:

- (1) The number of DBE subcontractors and suppliers used by the Company, identifying the items of work, materials and services provided.
- (2) The efforts and progress being made in obtaining DBE subcontractors through local and community sources.
- (3) Documentation of all contracts to include correspondence, telephone calls, newspaper advertisements, etc. to obtain DBE participation on all Florida Department of Transportation Projects.
- (4) The Company shall comply with Florida Department of Transportation's requirements regarding payments to subcontractors including DBE's for each month (estimate period) in which the companies have worked.

V. DBE DIRECTORY

Archer Western Contractors-Railworks, a Joint Venture will utilize the DBE Directory published by the Department of Transportation.

The Company will distribute Form Number 275-030-01, Schedule A Certification Form Number 1, to potential DBE contractors and assist in their completion.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ANTICIPATED DBE PARTICIPATION STATEMENT

1. FINANCIAL PROJECT NO. +12994-4-52-01	2. FAP NO. N/A	3. CONTRACT NO. E5L71	4. COUNTY(IES) Volusia, Orange, Seminole & Osceola	5. DISTRICT Five	
6. PRIME CONTRACTOR NAME Archer Western Contractors-Railworks, a Joint Venture			7. FEID NUMBER 261605378001		
8. CONTRACT DOLLAR AMOUNT \$163,288,700.00			9. REVISION? <u>No</u> IF YES, REVISION NUMBER: _____		
10. IS THE PRIME CONTRACTOR A FLORIDA CERTIFIED "DBE"? (DISADVANTAGED BUSINESS ENTERPRISE)		<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	11. IS THE WORK OF THIS CONTRACT CONSTRUCTION <input checked="" type="checkbox"/> OR MAINTENANCE <input type="checkbox"/> ?		

12. ANTICIPATED DBE SUBCONTRACTS:

DBE SUBCONTRACTOR or SUPPLIER	TYPE OF WORK/SPECIALTY	DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
A PTMW, Inc.	Signal Materials	\$3,000,000.00	1.84%
B JP and Concepts, Inc.	Welding, Materials, Track Construction	\$500,000.00	0.31%
C Lanier Steel Products	Material	\$400,000.00	0.24%
D Star Hauling	Trucking	\$500,000.00	0.31%
E Curdco	Track Construction	\$400,000.00	0.24%
F Page 1 of 2		11A TOTAL DOLLARS TO DBE'S \$1,800,000.00	11B TOTAL PERCENT OF CONTRACT 2.94%

3. SUBMITTED BY David B. Casey	12. DATE 3/24/09	13. TITLE OF SUBMITTER Attorney-In-Fact	
EMAIL ADDRESS OF SUBMITTER casey@walshgroup.com	15. FAX NUMBER 904-739-7601	16. PHONE NUMBER 904-739-7600	

NOTE: THIS INFORMATION IS USED TO TRACK AND REPORT ANTICIPATED DBE PARTICIPATION IN ALL STATE AND FEDERALLY AIDED FDOT CONTRACTS. THE ANTICIPATED DBE AMOUNT IS VOLUNTARY AND WILL NOT BECOME A PART OF THE CONTRACTUAL TERMS. THIS FORM MUST BE SUBMITTED AT THE PRE CONSTRUCTION OR PRE WORK CONFERENCE. FDOT STAFF FORWARDS THE FORM TO THE EQUAL OPPORTUNITY OFFICE.

THE FOLLOWING SECTIONS ARE FOR FDOT USE

17. PROCESSED BY	18. DATE TO EO OFFICE	19. LETTING DATE	20. EXECUTED DATE	21. PRECON CONF DATE
22. SUBMITTED TO EO BY		<input type="checkbox"/> FAX <input type="checkbox"/> EMAIL <input type="checkbox"/> SHARED FOLDER		
23. INCLUDED IN DBE PARTICIPATION REPORT OF (M/D/Y)				

DISTRICT 5

Procurement Number : E5L71

Project Description :

** The Advertisement for this project has been updated to reflect the following changes.**

Letters of interest are due by noon on December 3, 2007 the location below.

The date for Pre-Qualification has been extended to coincide with the due date for the Technical Proposals.

** Changes to the Letter of Interest Requirements have been made to correct section references. Please see the updated file (Revised E-5L71 LOI Requirements) at the website below. The Department of Transportation is soliciting Letters of Interest for the following Design Build Project.

Additional information and submittal requirements are at: www.dot.state.fl.us/contractsadministration/district5
PROJECT NAME: Central Florida Commuter Rail Transit (CFCRT) Design/Build and Maintain from the Fort Florida Road Station site to the SandLake Road Station Site.

FINANCIAL PROJECT ID: 412994-4-52-01

PROJECT DESCRIPTION: DESIGN AND CONSTRUCTION. The project involves design and construction of the Initial Operating Segment (IOS) of a new CFCRT system as well as railway maintenance services and rail roadway worker protection services for the newly acquired Central Florida Commuter Rail Corridor. The design and construction work includes all design, engineering, construction, testing and commissioning required for approximately 32 miles of commuter rail service between Fort Florida Road and Sand Lake Road on the existing CSX Transportation A-Line rail right-of-way. The railway maintenance services include all right-of-way, track, signal and highway rail crossing maintenance as well as Roadway Worker protection services for the entire approximately 62 mile corridor from DeLand, Florida to Poinciana Industrial Park in Osceola County, Florida. The work includes new track construction of 18 miles of second mainline track, vehicle storage and maintenance track upgrades to existing track; improvements at approximately 62 of the 94 at grade crossings; construction of a Vehicle Storage and Maintenance Facility (VSMF) with a Central Control Center; replacement of 100 feet of the railroad timber trestle bridge on the north side of the crossing over St. Johns River; and construction of platforms at 12 station sites.

The railway signal work will include design, construction, fabrication, installation, testing, commissioning and startup of a new signal system and wayside equipment along the 32 miles of the project including approximately 14 interlockings.

The systems work will include design and construction of all communications systems required for dispatching, operations, and maintenance of the project. This will include a train control system, provisions in the station platforms for passenger information systems (to be installed by others), and all systems integration, testing, commissioning and startup required for a fully functional commuter rail system.

The Department has set a maximum bid price for this project of \$158,000,000.00.

If this maximum bid price is exceeded, the submitting firm shall be found non-responsive.

DESIGN CONSULTANT services will include preparation of

complete construction plans in accordance with FDOT, FRA, AREMA and CSX Transportation, Inc. standards and guidelines.

CONSTRUCTION work will include, but not limited to, bridge, roadway and drainage construction; track construction; utility coordination; permitting; maintenance of rail and highway traffic; signal and communication system installation; Vehicle Storage and Maintenance Facility with a Central Control Center construction; and coordination with the rail operator under contract to FDOT and Amtrak. Many elements of this construction project will have specific milestone dates that are critical to the success of this project.

RESPONSE PROCEDURE: Pre-qualified firms interested in being considered for the project should submit one (1) original, fifteen (15) hard copies, and one electronic copy(CD) of a Letter of Interest. The Letter of Interest shall follow the page limit, format and the requirements outlined in the Letter of Interest Requirements to this solicitation. The Requirements are located at:
www.dot.state.fl.us/contractsadministration/district5
Under Ad Number E5L71,

SELECTION PROCEDURE

Three or more firms shall be shortlisted from the responses to this solicitation. The shortlisted firms will be provided with a Request for Proposal (RFP) package and requested to provide a Technical Proposal and a Price Proposal for the project. The award of this project will be based on an Adjusted Score using a combination of Price, Time and the Technical Proposal score.

The shortlisted firms not selected will receive a stipend of \$100,000 for their effort in producing a Technical Proposal, unless the firm is found to be non-responsive

RESPONSE DUE DATE: November 26, 2007 to the Professional Services Administrator at the address listed below by 12 noon.

The Department reserves the right to reject all proposals and waive minor irregularities.

Award and execution of this project are Contingent on the following: Commencement of Final Design is subject to approval of a pending Work Program Amendment in the current State Fiscal Year (2007/2008) and approval from the Federal Transit Administration (FTA) for Final Design. Construction is contingent upon execution of all of the agreements with CSX Transportation, Inc. : approval of the Full Funding Grant Agreement from FTA, and approval of budget by the Florida Legislature.

SHORTLISTING DATE: December 17, 2007. The names of the shortlisted firms will be posted in the lobby of the DeLand District Office at the address listed below at or before 12 noon.

OTHER CRITICAL DATES:

Request for Proposal: To be picked up by the shortlisted firms on December 17, 2007 after 12:00 noon.

Pre-Bid Meeting: January 10, 2008 10:00 am.

Technical Proposals Due: February 28, 2008 to the Professional Services Administrator by 12:00 noon at the address listed below.

Question and Answer Session: March 20, 2008 times will be determined at the Pre-bid meeting for each shortlisted firm.

Bids Due: March 28, 2008 to the Professional Services Administrator by 9:30 am at the DeLand District Office. A Public Bid Opening and Technical Score Announcement meeting will be held on March 28, 2008 at 10 am.

Intended Award Posting: March 31, 2008 in the lobby of the DeLand District Office at or before 12:00 noon.

Anticipated Notice to Proceed: May 8, 2008.

All meetings will take place in the DeLand District Office. Any additional and subsequent public meeting notices will be posted in the Lobby of the District Office located at 719 SouthWoodland Boulevard, DeLand, Florida 32720.

Financial Management Number(s):

41299425201 41299445201

Selection Procedure : ADJUSTED SCORE TYPE

Response Requested : LETTER OF INTEREST

Maximum Number of Pages: 16

Prequalification Requirements:

Contractor Team Member Must be qualified under Rule, 14-22 Fla. Administrative Code- Work Class(s):

PRE-QUALIFICATION REQUIREMENTS;

All Design/Build firms submitting a letter of interest must be pre-qualified by the Florida Department of Transportation in accordance with Chapetr 14-22 of the Florida Statutes in the following work classes: Railroad Construction, Minor Bridges, Grading, Drainage, Flexible Paving, and Hot-Plant Bituminous.

Certificates of Qualification from other states will not be accepted in lieu of FDOT certification. Contractors requiring pre-qualification in Railroad Construction should Contact Mr. Lewis Harper at (850) 414-4143.

All interested firms must be pre-qualified before the due date and time for the letters of Interest.

Professional Team Member Qualified under Rule

14-75, F.A.C.- Work Class(es):

- 3.1 - Minor Highway Design
- 14.0 - Architect
- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design
- 7.1 - Signing, Pavement Marking & Channelization
- 7.3 - Signalization
- 8.2 - Design, Right of Way, & Const. Surveying
- 9.2 - Geotechnical Exploration Testing
- 9.4.1 - Standard Foundation Studies

Technical Questions Should Be Addressed To:

TECHNICAL QUESTIONS: All technical questions must be submitted via email to the Project Manager, Todd Long, todd.long@dot.state.fl.us

Bonding Requirements:

BONDING REQUIREMENTS: The shortlisted firms will be required to provide a five percent (5%) bid bond for each bid in excess of \$150,000. The legal entity contracting with the Department will be required to provide a 100 percent performance bond that shall remain in effect for the life of the contract. The surety Company must be licensed to do business in the State of Florida.

Special Notes :

Advertisement Date : 08NOV2007
Response Due Date : 03DEC2007
Planned Longlist (T.R.C.) Date : 13DEC2007 Time: 01:00PM
Planned Shortlist Selection Date: 17DEC2007 Time: 08:15AM
Planned Pre-Bid Meeting Date : 10JAN2008 Time: 10:00AM
Planned Tech. Rev. Cmte Meeting: 13MAR2008 Time: 09:00AM
Plan 2nd Tech Rev. Cmte Meeting: 20MAR2008 Time: 09:00AM
Planned Bids Due Date : 28MAR2008 Time: 09:30AM
Planned Bid Opening Date : 28MAR2008 Time: 10:00AM
Planned Final Sel. Meeting Date: 31MAR2008 Time: 08:15AM
Bid Opening Date/Time/Location :
Response Deadline : 03DEC2007
Respond To:

Florida DOT - District 5
719 South Woodland Blvd.
Deland, FL 32720
Attn: Chela Wood
Phone: (386) 943-5526

DISTRICT 5

PROCUREMENT NUMBER: E-5L71

The Department is soliciting Letters of Interest for the following Design/Build project. This document supplements the advertisement located at www2.dot.state.fl.us/procurement/ads/advdbld.htm

PROJECT NAME: Central Florida Commuter Rail Transit (CFCRT) Design/Build and Maintain from the Fort Florida Road to Sand Lake Road.

Financial Project ID: 412994-4-52-01

PROJECT DESCRIPTION:

The project involves design and construction of the Initial Operating Segment (IOS) of a new Central Florida Commuter Rail Transit (CFCRT) system as well as the railway maintenance services and rail Roadway Worker Protection services for the newly acquired Central Florida Commuter Rail Corridor. The design and construction work includes all design, engineering, construction, testing, and commissioning required for approximately 32 miles of commuter rail service between Fort Florida Road and Sand Lake Road on the existing CSXT A-Line rail right of way. The railway maintenance services includes all right of way, track, signal and highway rail crossing maintenance as well as rail Roadway Worker Protection services for the entire approximately 62 mile corridor from DeLand, Florida to Poinciana Industrial Park in Osceola County, Florida.

The Department is soliciting qualified firms interested in the design and construction of the IOS improvements and railway-maintenance service for the entire sixty-two mile corridor during the Design/Build construction period of the IOS. The scope of work for Design/Build of the IOS and the railway-maintenance service for the corridor are described below.

DESIGN AND CONSTRUCTION

The project includes final design and construction required for all civil, structural, track, signal, and communications systems required for the approximately 32-mile IOS. Work includes replacement of approximately 100 feet of the existing wood-trestle railroad bridge at the north approach to the bascule span over the St. Johns River. Also included are the design and construction of a Vehicle Maintenance and Storage Facility and a Central Control Center located on a property immediately south of the existing Amtrak Auto Train facility in Sanford and the design and construction of station platforms for twelve stations, which will be finished under separate Design/Bid/Build Contracts.

Track Work

The track work includes new track construction adjacent to approximately 18 miles of existing single mainline track in five sections and in the Vehicle Storage and Maintenance facility including connection track to the mainline. Approximately two (2) miles total of existing single track across the St. Johns River and through the City of Maitland will remain single track. Track upgrades will be required at some of the existing sidings, crossovers, turnouts and yard tracks. Mainline track realignments are anticipated at four (4) locations. Maintenance and storage tracks shall be constructed within the Vehicle Storage and Maintenance Facility.

Roadway, Highway and Pedestrian Grade Crossings

Work at the highway and pedestrian grade crossings will include improvements to roadway surfaces, drainage, vehicular traffic signal modification, crossing/warning device modifications, potential utility relocations, removal of obstructions, installation of new crossing surface materials and upgrades to track circuits and train detection to constant warning time devices.

Railway Signal Systems

The railway signal system work includes the design, fabrication, installation, testing, commissioning and cutover of new wayside signal system and upgrades to the existing grade crossing warning system (vehicular and pedestrian).

The wayside signal system shall be a Traffic Control System (TCS) consisting of bi-directional, 4-Aspect, 3-Block signaling. Block layout shall support a maximum 79 mph passenger train operation and a maximum 40 mph freight train operation.

The grade crossing warning system shall be an upgrade of the existing system consisting of the individual warning devices located at each highway and pedestrian crossing. The grade crossing signal system shall incorporate constant warning time devices at designated locations.

Communications Systems

The systems work includes design, fabrication, construction, testing, and commissioning of all communications systems required for dispatch, operations, and maintenance of the IOS. This includes a traffic control system, a Central Control Center, provisions in the station platforms for passenger-information systems (public address system, variable message systems and closed circuit television (CCTV) system), and all systems integration, testing, commissioning and startup required for a fully functional commuter rail system in the IOS.

Structures

Structural work includes the replacement of approximately 100 feet of timber trestle section of the bridge over the St. Johns River. The timber trestle is located north of the bascule span. No work will be required on the other bridges located within the rail right-of-way.

Crash walls will be required at selected locations within the project limits to protect existing structures.

Station Platforms

Station platform work includes the design and construction of concrete side platforms at each station. The platform work will include providing all below grade conduits, and drainage structures, and all electrical, mechanical, architectural, and canopy column embeds. The station platforms shall be completed by the appropriate milestone dates.

Vehicle Storage and Maintenance Facility and Central Control Center

The Design/Build Firm will be required to construct maintenance and operations facilities on the property owned by the Department. The maintenance and operations facilities will include a Vehicle Storage and Maintenance Facility and a Central Control Center.

RAILWAY-MAINTENANCE SERVICES

The railway maintenance services include maintenance of all existing mainline track, right-of-way, bridges, signal wayside equipment, communication systems, and highway-rail grade crossings within the approximately 62 mile rail corridor from the Notice to Proceed until the revenue operating date for the IOS anticipated to be as of June 30, 2010. The Design/Build Firm shall provide rail Roadway Worker Protection services as required during the construction period.

The Department has set a maximum bid price of \$158,000,000.00 for this project. If this maximum bid price is exceeded, the submitting firm shall be found non-responsive.

The Design-Build Firm will provide design services including preparation of complete construction plans in accordance with the project design criteria, FRA regulations, FDOT policies and standards, AREMA standards, the CSX Transportation Rule Book, CSX Transportation Signal Standards, and CSX Transportation Track Standards.

The Design/Build Firm shall complete bridge, roadway and drainage construction; track construction; utility coordination; permitting; maintenance of rail and highway traffic; signal and communication system installation; vehicle storage and maintenance facility construction; and coordination with the railroad dispatcher and freight operators on the CSXT A-L line railway.

PREQUALIFICATION REQUIREMENTS: The Department has determined that due to the type and size of the project, the location of the project, the complexity of the work involved, and the nature and extent of potential impacts to the traveling public and the public at large during the construction period, it is essential that the contractor performing the work for the project have significant experience in projects of this size and nature, and have the personnel and capacity to focus resources on the project and quickly adapt to any potential changing needs of the project, the Department and the public.

All Design/Build Firms submitting a Letter of Interest must be pre-qualified by the Florida Department of Transportation in accordance with Chapter 14-22 in the following work classes: Minor Bridges, Grading, Drainage, Flexible Paving, Hot Plant-Mix Bituminous, and Railroad Construction. Certificates of Qualification from other states will not be accepted in lieu of FDOT certification. Contractors requiring pre-qualification in Railroad Construction should contact Mr. Lewis Harper at 850-414-4143. All interested firms must be pre-qualified before the due date and time for the Letters of Interest.

All Design/Build Firms submitting a Letter of Interest must also be pre-qualified by the Florida Department of Transportation in accordance with Chapter 14-75 in one or more of the following work classes: 3.1 – Minor Highway Design, 4.1.1 – Miscellaneous Structures, 4.1.2 - Minor Bridge Design, 7.1 – Signing, Pavement Marking and Channelization; 7.3 – Signalization; 8.2 – Design, Right-of-Way and Construction Surveying; 9.2 – Geotechnical Classification Lab Testing; 9.4.1 – Standard Foundation Studies; 14 – Architect.

The process for selecting a Design/Build Firm is a two- phase process. Phase one includes evaluation of information provided by interested Design/Build Firms in response to an Advertisement for a Design/Build contract. A Technical Review Committee (TRC), established by the District, will evaluate the responses to the advertisement which includes (i) prior experience with respect to the particular unique aspects of the identified project, (ii) proposed project team and key personnel, and (iii) technical capabilities. Only Design/Build Firms shortlisted by the TRC will be allowed to submit Technical and Price Proposals as part of phase two.

In phase two, those Design/Build Firms shortlisted will be given the opportunity to submit Technical and Price Proposals on the contract. The actual award of the contract for this project is based on an Adjusted Score using a combination of Price, Time and the Technical score. The Price Proposal will be pursuant to a competitive sealed bid process which will be subject to an incentive-disincentive clause.

RESPONSE PROCEDURE: Pre-qualified firms interested in being considered for the project should submit one (1) original, fifteen (15) hard copies and one (1) electronic copy of a Letter of Interest. The Letter of Interest must follow the instructions outlined below:

A. General Instructions:

Design/Build Firms desiring to be shortlisted for the project must prepare and submit one (1) original, fifteen (15) hard copies and one (1) electronic copy (CD) of the Letter of Interest. The Letter of Interest must comply with the Letter of Interest Content Requirements outlined below (see pages 7 through 9). The Letter of Interest must be received by the due date and time specified below. The Letter of Interest shall be submitted to the address specified below.

Letters of Interest received after the due date and time specified below will not be considered.

Letters of Interest shall be enclosed in an opaque sealed envelope, marked with the name and address of the Design/Build Firm. The sealed envelope or box shall include the notation LETTER OF INTEREST ENCLOSED FOR FM No. 412994-4-52-01 on the face of it.

B. Letter of Interest Evaluation Process:

A Technical Review Committee (TRC) will review and evaluate each Design/Build Firm's Letter of Interest received by the deadline.

During the process of evaluation, the TRC will conduct examinations of a Design/Build Firm's submittal relative to the submittal requirements. Those replies determined to be non-responsive will be so marked and will not be considered. A responsive reply consists of a responsible Design/Build Firm that conforms in all material respects to the requirements. The Department reserves the right to waive any minor irregularities in a Design/Build Firm's Letter of Interest as to whether the reply is responsive or not.

1. Evaluation Criteria

The Letter of Interest submitted by the Design/Build Firm shall be sufficiently detailed to enable the TRC to ascertain that the Design/Build Firm understands the requirements and is technically capable of performing the required work.

References for similar projects provided in the Letter of Interest will be verified by the Department.

C. Technical and Price Proposal Process

Only Design/Build Firms shortlisted by the TRC will receive the RFP and be invited to submit Technical and Price Proposals for the contract. The process for bidding shall be in accordance with Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, dated 2007 as amended, except as modified herein.

D. Special Contract Requirements:

The following special contract requirements will be made a part of the contract with the successful Design/Build Firm. By responding to the advertisement with a Letter of Interest, the Design/Build Firm acknowledges and agrees that these Special Contract Requirements will be part of the contract with the selected firm.

1. This contract requires escrowing of the Technical and Price Proposals to preserve the Contractor's bid documents for use by the Department and the Contractor in any litigation, arbitration or administrative proceeding between the Department and Contractor. Refer to Attachment "A" of this solicitation for information on the escrow arrangement.
2. Contractor's key personnel, as determined by the District, will be identified by name in the contract and will be required to remain on the project as long as the key person is an employee of the contractor (or one of the joint venture members or partners) until completion of services rendered by such key personnel is no longer required and released by the Engineer. Any substitution of key employees shall require the Engineer's approval.

E. Shortlisted Firms

Three or more firms shall be shortlisted from the responses to this solicitation. The shortlisted firms will be provided with a Request for Proposal (RFP) package and are requested to provide a Technical Proposal and a Price Proposal for the project. The award of this project will be based on an Adjusted Score using a combination of Price, Time and the Technical Proposal score. The shortlisted firms not selected will receive a stipend of \$100,000 for their effort in producing a Technical Proposal.

RESPONSE DUE DATE: November 26, 2007 to the Professional Services Administrator at the address listed below by noon.

SHORTLISTING DATE: December 17, 2007. The names of the shortlisted firms will be posted in the Lobby of the DeLand District office at the address listed below at or before 12:00 noon.

SCHEDULE OF EVENTS

Letter of Interest Due: November 26, 2007 at or before noon at the address listed below

TRC Long List: December 13, 2007 at 1:00 pm

Shortlisting Date: December 17, 2007 at 8:15 am

Request for Proposal: To be picked up by the shortlisted firms on December 17, 2007 after 12:00 noon.

Pre-Bid Meeting: January 10, 2008 at 10:00 am

Technical Proposals Due: February 28, 2008 to the Professional Services Administrator by 12:00 noon at the address listed below.

Pre-Question and Answer TRC Meeting: March 13, 2008 at 9:00 am

Question and Answer Session: March 20, 2008, exact times to be determined for each shortlisted firm.

Bids Due: March 28, 2008 to the Professional Services Administrator by 9:30 am at the DeLand District Office.

Bid Opening: A Public Bid Opening and Technical Score Announcement meeting will be held on March 28, 2008 at 10:00 am

Final Selection Meeting: March 31, 2008 at 8:15 am

Intended Award Posting: March 31, 2008 in the Lobby of the DeLand District Office at or before 12:00 noon.

Anticipated Notice to Proceed: May 8, 2008.

All meetings will take place in the DeLand District Office. Any additional and subsequent public meeting notices will be posted in the Lobby of the District Office located at 719 South Woodland Boulevard, DeLand, Florida 32720.

The Department shall reserve the right to reject all proposals and waive minor irregularities.

TECHNICAL QUESTIONS: All technical questions must be submitted via email to the Project Manager, Todd Long, at todd.long@dot.state.fl.us.

BONDING REQUIREMENTS: The shortlisted firms will be required to provide a five percent (5%) bid bond for each bid in excess of \$150,000. The legal entity contracting with the Department will be required to provide a 100 percent performance bond that shall remain in effect for the life of the contract. The Surety Company must be licensed to do business in the State of Florida.

SPECIAL TERMS AND CONDITIONS:

The Contractor and Design professionals can not be on more than one team. The secondary member (i.e., designer or contractor) of the Design/Build team can not change after award without written permission of the District Secretary.

The Department shall reserve the right to reject all proposals and waive minor irregularities.

Commencement of final design is subject to approval of a pending Work Program Amendment in the current State Fiscal Year (2007/08) and approval from the Federal Transit Administration for final design.

Construction is contingent upon execution of all CSX agreements; approval of the Full Funding Grant Agreement from the Federal Transit Administration for construction; and approval of budget and funds by the Florida Legislature.

RESPOND TO:

Florida Department of Transportation – District 5
719 South Woodland Boulevard
DeLand, Florida 32720
ATTN: Chela Wood, Mail Station 4-524
Phone: 386-943-5526

Letter of Interest Content Requirements

Submitted Letters of Interest must follow the outline described below. The minimum font size is 11 point. The Letter of Interest may have a maximum of 16 pages. All pages shall be 8-1/2" x 11". No oversized pages will be accepted. Responses for Section B. Prior Project Experience must be made in the format provided as an attachment to this solicitation with a maximum of two (2) pages per project and a total of 10 pages in the Letter of Interest. The Letter of Interest shall include the Verification Form and the Surety Letter. Each of these shall count as one page in the Letter of Interest.

A. IDENTIFICATION

1. What form of legal business structure is the contractor? (i.e., company, corporation, joint venture, partnership, etc.) If a joint venture, skip A.2 and proceed to A.3.
2. Provide the legal name under which the contractor will bid, the home office address and name of individual and title who will represent the firm in any inquiries regarding the contractor's reply to this solicitation.
3. If a joint venture:
 - a. Provide the legal name under which it will bid, the home office address and the name of the individual and title who will represent the joint venture in any inquiries concerning the contractor's reply to this Letter of Interest.
 - b. Provide the name and home office addresses of each of the joint venture partners and indicate which partner is the managing partner.
 - c. If the contractor is a joint venture, the information required below in all paragraphs except paragraph D.3 Quality Control shall be provided individually for each joint venture participant or partner.

B. PROJECT TEAM

Provide a narrative describing the project team and an organizational chart for the project on up to three (3) pages.

1. Organization Charts
 - a. Provide an organization chart of the overall firm (or firms if organization is a joint venture).
 - b. Provide an organizational chart of how the Design/Build Firm proposed to organize the work force on this project. Include names of key personnel for this project.
 - c. Describe how the project organization would interact with home office organization(s) concerning project decisions, etc.
2. Personnel
 - a. Provide the key personnel for this project named in C.1.a and C.1.b above. Specifically identify:
 - Name and position
 - Education
 - Years of design or construction experience
 - Years with the firm, or firm making up part of the joint venture
 - Achievements

- Experience - highlight experience on those projects listed in response to Part B
- b. For the personnel named above, provide two personal references (including contact information) familiar with the person's relevant work experience. If possible, these should be for the projects in Part B.

C. ADDITIONAL INFORMATION

If Design/Build Firm feels there is additional information which would contribute to the review, it may add that information in this section. This information must be contained within the page requirements.

D. PRIOR PROJECT EXPERIENCE

Provide up to five (5) projects similar in nature to this project. The submittal shall be on the form provided as an attachment to this solicitation. A maximum of two (2) pages is permitted for each project for a total of up to 10 pages. The Design/Build Firm shall complete the form for each project. Under no circumstances shall the form be altered other than to complete the information requested.

1. Background Experience. Provide up to five (5) completed rail construction contracts (government or commercial). If the Design/Build Firm is a joint venture, projects may be from the total joint venture experience. This listing of contracts shall include the following information:
 - a. Project name and location,
 - b. Name and address of the firm under which work was performed,
 - c. If a joint venture, percent of participation,
 - d. Owner's contract number,
 - e. Scope of work performed,
 - f. Name of owner and address,
 - g. Name, address and telephone number of owner's Project Manager or a responsible individual who is knowledgeable about and available to discuss the project,
 - h. Type of contract (unit price, cost-plus, lump sum, etc.),
 - i. Initial (original) and final contract value,
 - j. Contract starting date, Initial (original) contract completion date and final contract completion date,
 - k. Provide, in narrative form, a technical description of the work,
 - l. Provide, in tabular form, a breakdown indicating dollar and percentage value of the work completed with the contractor's own forces and the work completed by subcontractors for each respective contract,
 - m. Explain the cost growth in above (i.), if any, and the reason for any change in the initial contract completion date in above (j),
 - n. Provide owner performance evaluation, if available,
 - o. List any assessed liquidated or contract damages for delays against the firm or if a member of a joint venture, the joint venture for the project. Indicate the total amount assessed, actual amount paid, and a brief description of the circumstances associated with the assessment,
 - p. Identify whether the firm or if a member of a joint venture, the joint venture was defaulted or terminated in full or in part for the contract. Give a brief description of the circumstances,
 - q. List any and all litigation for the contracts listed. Indicate the details of the dispute, amount of the dispute, court where filed, court action case number, and details of the results if concluded, and

- r. List any and all claims filed by either party to the contract, the basis for the claim, and the resolution thereof.

E. SURETY LETTER

Submit a letter from the firm's surety indicating the maximum amount of performance and payment bond that could be issued to the contractor. (Note: Limit can be set such as \$158 million.) If a joint venture, this information should apply to the joint venture and not individual parties. This letter shall count as one page in the Letter of Interest submittal.

F. VERIFICATION FORM

The Department reserves the right to verify any or all information submitted by the signatory in response to this Letter of Interest.

The submitted Letter of Interest must include, verbatim, the notarized verification statements provided below. The verification statements shall be printed and notarized on a separate page and shall count as one page in the Letter of Interest submittal.

The undersigned hereby authorize(s) and request(s) any public official, engineer, architect, surety company, bank, depository, material or equipment manufacturer or distributor or any person, firm or corporation to furnish any pertinent information requested by the Florida Department of Transportation or its agent, deemed necessary to verify this statement or regarding the standing and general reputation of the undersigned.

Before me, the undersigned authority, personally appeared _____, who, being by me first duly sworn, deposes and says, by his signature below, that the answers to the foregoing questions accurately represent the information available to the _____ to the best of his/her information and belief.

Sworn to and subscribed before me
this ____ day of _____, 200___. Said person
is personally known to me.

Name: _____

Signature: _____

Notary No. _____

UPDATE

Letter of Interest Requirements
Central Florida Commuter Rail Transit
Contract E-5L71
Fin No. 412994-4-52-01

The Advertisement for the above referenced project has been revised. The changes include:

1. The Submittal date for Letters of Interest has been changed to December 3, 2007
2. The Date that firms must meet the Pre-Qualification requirements has been extended to the due date for Technical Proposals.
3. The following pages replace pages 5, 7 and 8 of the Letter of Interest Requirements previously posted.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
BID DOCUMENT ESCROW AFFIDAVIT

375-000-32
CONTRACTS ADMINISTRATION
OGC - 04/06

STATE OF Florida

COUNTY OF Duval

COMES NOW David B. Casey, Attorney-in-Fact of Archer Western Contractors-Railworks, a Joint Venture, who, after having been duly sworn, on oath, state and depose as follows:

1. This Affidavit is based upon the personal knowledge of the Affiant.
2. Archer Western Contractors-Railworks, a Joint Venture submitted a bid on Florida Department of Transportation Project 412994-4-52-01, Volusia, Orange County, which bid was the low, responsive bid, and a contract has been entered into between Archer Western Contractors-Railworks, a Joint Venture and the Florida Department of Transportation, known as Contract No. E-5L71.

3. This Affidavit is given in compliance with the Special Provision titled "Contractor's Documents" forming part of the Contract Documents of Proposal/Contract ID E-5L71.

4. The Affiant attests that, in his capacity for Archer Western Contractors-Railworks, a Joint Venture, he is personally aware of the bid documentation, which was used by the Company in determining, formulating, and submitting its bid on Financial Project No. 412994-4-52-01, Volusia, Orange County.

5. The Affiant further states that he has examined the bid documentation that has been placed in a sealed container marked "Bid Documentation" and that all such bid documentation utilized by the Company in determining, formulating, and submitting its bid is contained in the sealed container so marked; and that information contained therein is in full compliance with the Special Provision on Escrowing of Bid Documents.

6. Each bid document contained in the sealed container is separately listed on Exhibit A, which is attached hereto and incorporated herein as fully as if included in this Affidavit in this paragraph 6.

Further Affiant sayeth not.

Archer Western Contractors-Railworks, a Joint Venture

By: [Signature]

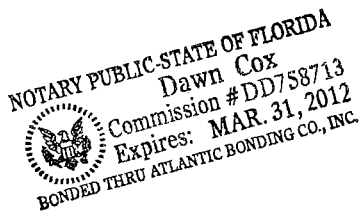
Its: Attorney-in-Fact

Sworn to and subscribed before me this 24th day of March, 2009.

Dawn Cox

NOTARY PUBLIC

My Commission Expires: 3-31-12



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
BID DOCUMENT ESCROW AGREEMENT

375-000-33
CONTRACTS ADMINISTRATION
OGC - 04/06
Page 1 of 4

THIS AGREEMENT is made and entered into this _____ day of _____, 200__, by and among the State of Florida Department of Transportation (the "Department"), Archer Western Contractors-
Railworks, a Joint Venture (the "Contractor"), and Florida Data Bank of Tallahassee, Inc. (the "Escrow

WHEREAS, the Department awarded a project on _____, based on a bid proposal submitted by the Contractor (the "Proposal"), for the construction of Proposal/Contract ID: E5L71, Volusia, Seminole
Orange, Osceola county, Florida (the "Project"), pursuant to which the Contractor shall cause the work described therein to be constructed; and

WHEREAS, the Department and Contractor are desirous of entering into an Escrow Agreement to provide for specific contingencies governing the escrow and control of the Proposal bid documentation (the "Bid Documents"); and

WHEREAS, the Department and Contractor desire the Escrow Agent to hold the Bid Documents of the Contractor;

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, it is agreed by and between the parties hereto that:

ARTICLE 1

ESCROW BID DOCUMENTATION

The parties hereto agree to the establishment of Escrow of the Bid Documents for the Proposal. It is the understanding of the parties hereto that the Department shall pay the Escrow Agent, as determined by separate agreement, for the escrow of the Bid Documents submitted to the Escrow Agent under the terms of this Agreement.

ARTICLE II

ACKNOWLEDGEMENT

By its signature below, the Escrow Agent hereby acknowledges receipt from the Department and Contractor of a sealed container bearing the Contractor's name, address and Project Number assigned by the Department and containing, as specified by the affidavit of the Contractor, the Bid Documents for the aforementioned Project.

ARTICLE III

DEPOSIT OF BID DOCUMENTS

The Bid Documents shall remain on deposit with the Escrow Agent until an occurrence of those conditions of release specified in ARTICLE IV. As long as the Bid Documents remain in escrow with the Escrow Agent, the Escrow Agent shall not allow any person access, to gain possession, or to in any way interfere with the sealed Bid Document container.

**ARTICLE IV
RELEASE FROM ESCROW**

Upon being presented by the Department with a Contractor signed Unqualified 21A Form or other evidence of the full and complete final settlement of the contract for the Project, the Escrow Agent shall deliver to the Contractor the sealed container bearing the Contractor's name and address and project number on it. The Escrow Agent is authorized to release the Bid Document sealed container to the Department without the Contractor's signed consent in the event the Contractor has initiated any arbitration, administrative or court litigation against the Department relating to the contract for the Project.

Prior to any release from escrow to the Department, the Escrow Agent shall verify that any condition of release to the Department has been met, and provide written notice to the Contractor of the Escrow Agent's intention to release the Proposal Bid Documents to the Department. Such written notice from the Escrow Agent shall be sent by certified mail no less than ten (10) calendar days prior to release to the Department. Upon any release from escrow of the Bid Document container, the Escrow Agent shall cause the execution of Exhibit A, Escrow Release for Bid Documents, (as attached hereto and incorporated herein as if fully contained) by the party receiving the Bid Document container.

**ARTICLE V
INDEMNITY**

The Contractor agrees to indemnify and hold the Escrow Agent harmless against any loss, claim, damage, liability or expenses incurred in connection with any action, suit, proceeding, claim or alleged liability arising from this Escrow Agreement; provided, however, that the Escrow Agent shall not be so indemnified or held harmless for its negligence or acts of bad faith by it or any of its agents or employees.

**ARTICLE VI
NOTICES**

All notices and other communication shall be in writing and shall be deemed to have been duly given and delivered if mailed by certified mail, return receipt requested, postage prepaid to the addresses stated herein:

DEPARTMENT:

Florida Department of Transportation
ATTN: State Construction Engineer
605 Suwannee Street
Tallahassee, Florida 32399-0450

CONTRACTOR:

Archer Western Contractors-Railworks, a Joint Venture
7775 Baymeadows Way Suite 200
Jacksonville, Florida 32256

ESCROW AGENT:

Florida Data Bank of Tallahassee, Inc.
3406 West Tharpe
Tallahassee, Florida 32303

ARTICLE VII
DUTIES OF ESCROW AGENT

The duties and responsibilities of the Escrow Agent shall be limited to those expressly set forth herein and the Escrow Agent shall act only in accordance with this Escrow Agreement. Notwithstanding specific provisions hereunder, the Escrow Agent shall at all times act upon and in accordance with the joint written instructions of the Department and Contractor.

ARTICLE VIII
LAWS

This Escrow Agreement shall be deemed to have been executed in Leon County, Florida and the laws of the State of Florida shall apply.

ARTICLE IX
ASSIGNMENT

This Escrow Agreement shall not be assigned without the written consent of all parties hereto.

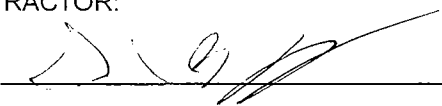
ARTICLE X
SURVIVAL OF CONTRACT

Except as may be expressly modified, all terms and conditions of this Escrow Agreement remain in full force and effect. The establishment of this Escrow Agreement is limited solely by the contingency of release of the Bid Documents by the Contractor to the Department, as established by Article IV, Release From Escrow. Nothing contained herein shall alter the rights of the parties hereto.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day above first written.

CONTRACTOR:

BY:  _____

Attorney-in-Fact

Title

ESCROW AGENT:

BY: _____

Title

DEPARTMENT OF TRANSPORTATION

BY: _____

Title

EXHIBIT A
ESCROW RELEASE
OF
BID DOCUMENTS

This is to certify that on this 24th day of
March, 2009, the sealed container identified as:

Bid Documentation Two packages Submitted
 Package 1: HCSS Bid Document & Quotations Package 2: Bid Document
Contractor: Archer Western Contractors-Railworks, a Joint Venture

ATTN: David B. Casey

F.I.N.: 412994-4-52-01

County: Duval, Florida

Date of Submittal:

(Evidenced by Agreement dated _____), was released from escrow and personally handed to the below named individual acknowledging receipt, representing the Contractor/Department, by the Escrow Agent upon the presentation of the required documentation pursuant to Article IV, Release From Escrow, of that agreement dated _____, 200___, a copy of such documentation is attached hereto.

Acknowledgement of Receipt:

Acknowledgement of Release:

ESCROW AGENT:

DESIGN - BUILD

DECLARATION OF JOINT VENTURE AND POWER OF ATTORNEY
FOR BIDDING ON SPECIFIED DESIGN-BUILD PROJECT(S)

We, Archer Western Contractors, Ltd. and Railworks Track Systems, Inc.

_____ desire to be
qualified jointly for the purpose of bidding or Proposal ID: E5L71 which
bids are to be opened on February 23, 2009 and we request that the Department consider us
as jointly qualified.

For the purpose of determining eligibility regarding each firm's bidding capacity, please state percentage participation for
each Joint Venturer.

Archer Western Contractors, Ltd.
7775 Baymeadows Way Suite 200 Jacksonville, FL 32256 38.5 %

Name and Address of Joint Venturer
Railworks Track Systems, Inc.
5 Penn Plaza New York, NY 10001 61.5 %

Name and Address of Joint Venturer

_____ %

Name and Address of Joint Venturer

We designate Archer Western Contractors-Railworks, a Joint Venture, as the name under which
we desire to do business with the Florida Department of Transportation.

We appoint David B. Casey, as our true and lawful Attorney-in-Fact, to
execute all bids, contracts, supplemental agreements, receipts, and releases and to receive all moneys due from the
Florida Department of Transportation.

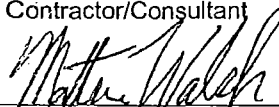
7775 Baymeadows Way Suite 200
Jacksonville, FL 32256 904.739.7600
Physical Address of Joint Venture Phone Number of Joint Venture

26-1605378
F.E.I.D. Number of Joint Venture

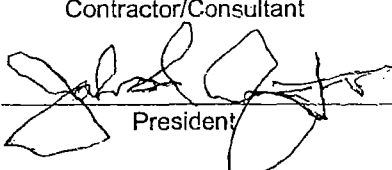
We give the named Attorney-in-Fact full power and authority to perform every act necessary to be done on each contract
awarded to the Joint Venture as fully as we would do if personally present. The rights, powers, and authority of our
Attorney-in-Fact to exercise any and all rights and powers shall commence upon execution of this declaration and be in
full force and effect until written notice of termination is received by the Florida Department of Transportation.

Dated this 23rd day of February, 2009

Archer Western Contractors, Ltd.
Contractor/Consultant Seal

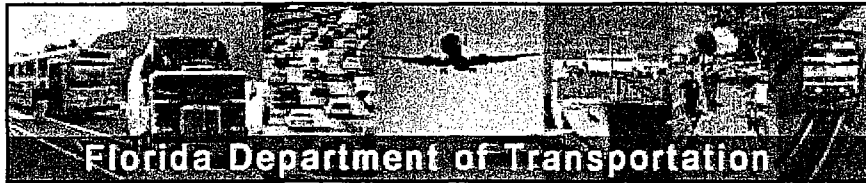
By: 
President

Railworks Track Systems, Inc.
Contractor/Consultant Seal

By: 
President

Contractor/Consultant Seal

By: _____
President



[Bid Questions Home](#) | [Submit Questions](#) | [View Answers](#)

[District 5](#) > [View Answers](#) > E5L71

Proposal ID: E5L71 Project Number: 41299445201 Description: Central Florida Commuter Rail Transit Civil, Systems, and Track Work	
Question	Response
1. Will FDOT be providing the electronic MicroStation design files of the plan revisions that were included in Addendum 11? If so, when can we expect to receive them?	Posted 11/18/2008 @ 10:00am -SSS The requested CADD files were provided at the November 17th RFP Review Meeting.
2. Pages 67-80, Section R - Grade Crossing Plans Many of the Diagnostic Requirements listed in the RFP "Highway Grade Crossing Improvement Requirements" table (Page 67-80) do not agree with the "Diagnostic Field Review Sheet" recommendations. Clarification is needed. Examples: No 1-MP 773.35-Lake Mary Blvd.; RFP states "Existing gate in the NE quadrant and front lights are to be added to the existing backlights". Diagnostic Field Review Sheet states "Relocate FL&G in NE & SW quadrants". No.2-MP 776.12-CR 427; RFP states "Gate and Cantilever in NE quadrant to be relocated". Diagnostic Field Review Sheet states "Relocate CFL&G in SW quadrant and median gate". Please advise which document takes precedent in these circumstances.	Posted 11/18/2008 @ 10:00am -SSS The Highway Grade Crossing Improvement Requirements table in the RFP governs.
3. Page 65, Section Q - Track Work Plans RFP bottom page 65 states "A proposed concept is included in the Concept Plans provided with this RFP". However the Addendum CD did not contain any concept plans. Please confirm that Concept Plans referred to are those which were issued with the original RFP.	Posted 11/18/2008 @ 10:00am -SSS The "Other Documents" folder on the Addendum 11 DVD contains a folder labeled Concept Plans. This folder contains concept plans for the corridor and are updated from those provided with the original RFP in January 2008.
4. Section 9.2 Highway / Grade Crossing Summary A Highway-Rail Grade Crossing Improvement Requirements table is included in the RFP that identifies the required changes to each crossing system based on an FDOT Diagnostics field review performed in July 2008. Should a conflict occur between this table and the concept crossing layout drawing, the Highway-Rail Grade Crossing	Posted 11/18/2008 @ 10:00am -SSS The Highway Grade Crossing Improvement Requirements table in the RFP governs.

<p>Improvement Requirements table shall govern.</p> <p>Field surveys revealed many crossing locations have relatively new equipment which should correspond with the Highway-Rail Grade Crossing Improvement Requirements table that details relocating existing equipment.</p> <p>Our question is "what governs". We would like confirmation that Section 9.2 Highway-Rail Grade Crossing Improvement Requirements Table "governs" as to the improvements, replacement, or new installation of equipment if there is a conflict with Section 9.1. Section 9.1 implies that "all crossings" with improvements shall receive new equipment as listed.</p>	
<p>5. Section 9.1 General states: All grade crossings with track work involved or where roadway surface is being renewed or as shown in the Crossing Summary Table shall receive the following: All flashers (Gate and pole mounted) will be based upon LED technology and in accordance with the current AREMA guidelines. Pole and Cantilever flashers shall be 12 inch LED's while the gate arms shall receive 4 inch and 7 inch LED's where gate arms exceed 30 ft in length.</p> <p>Please confirm that the Highway-Rail Grade Crossing Improvement Requirements table governs and relocating existing crossing equipment governs and not requiring new equipment as Section 9.1 infers.</p>	<p><i>Posted 11/18/2008 @ 10:00am -SSD</i></p> <p>The Highway Grade Crossing Improvement Requirements table in the RFP governs.</p>
<p>6. RFP page 61</p> <p>The RFP states on page 61 that Appendix C of the Endangered Species Biological Assessment report was included in Addendum 11 "Other Documents", but it was not provided by FDOT. Could FDOT distribute Appendix C of the Endangered Species Biological Assessment (and the Gopher Tortoise Relocation Permit if issued) to the shortlisted firms?</p>	<p><i>Posted 12/2/2008 @ 5:35 pm -JMD</i></p> <p>The Endangered Species Biological Assessment Report with Appendix C will be provided. The Gopher Tortoise Relocation Permit has not yet been obtained.</p>
<p>7. RFP Sect I pg 7/Sect II pg 13</p> <p>NTP for Design & Maintenance Mobilization Services - Pg 7 indicates 2/6/09, pg 13 indicates 3/9/09. Please clarify the correct date.</p>	<p><i>Posted 12/2/2008 @ 5:35 pm -JMD</i></p> <p>NTP for Design & Maintenance Mobilization Services is March 9, 2009 as indicated in the table on page 13.</p>
<p>8. RFP Section I page 7 of 96</p> <p>NTP for maintenance services is anticipated to be 6/30/09. Construction NTP may be delayed into 2010 with only time compensation allowed until 1/30/10, then monetary and time compensation is possible. Question: if the construction is delayed until January of 2010 with only time being allowed, how is the maintenance contractor to be</p>	<p><i>Posted 12/2/2008 @ 5:35 pm -JMD</i></p> <p>The Department will issue separate NTPs one for maintenance and one for construction. The RFP indicates that there is no monetary compensation or damages from a delay to the NTP for maintenance or construction. Also, the Department intends to have an Operations and Maintenance contractor (O&M) on board prior to the project</p>

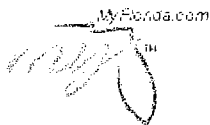
<p>compensated for the maintenance costs incurred during this delay time (4 months possibly)? The project is lump sum, therefore how should the D/B contractors account for this cost?</p>	<p>completion. This O&M contractor will take over maintenance on 9/30/2011. Therefore, the DB Firms responsibility is from the NTP for maintenance to 9/30/2011.</p>
<p>9. RFP Sect I pg 7/Sect II pg 20</p> <p>NTP for Design & Maintenance Mobilization is to be 2/6/09 (pg 7 of RFP). Page 20 of the RFP indicates the contract is fixed at 930 days. Revenue service is to commence of 9/30/11. 2/6/09 to 9/30/11 is 968 days. Please clarify.</p>	<p><i>Posted 12/2/2008 @ 5:35 pm -JMD</i></p> <p>The NTP for maintenance services will not be issued until the Department's formal closing of the acquisition of the CFCRT Corridor from CSX. Therefore the DB Firm will not be maintaining the corridor until such time as the NTP is issued.</p>
<p>10. RFP Section I page 7</p> <p>Page 7 clearly states that maintenance services NTP will be 6/30/09, thus start date for corridor maintenance. Do the D/B Contractor maintenance responsibilities end on 9/30/11 when revenue service commences?</p>	<p><i>Posted 12/2/2008 @ 5:35 pm -JMD</i></p> <p>The D/B Contractor maintenance services will end on 9/30/2011.</p>
<p>11. Could FDOT extend the question due date to 11/26 and commit to responding to the question by 12/2?</p>	<p><i>Posted 12/2/2008 @ 5:35 pm -JMD</i></p> <p>The Department will commit to answering any question received by the 11/20/2008 date. Questions can continue to be submitted after the 11/20/2008 date and the Department will attempt to provide responses in a timely manner however the Department will not commit to a response date.</p>
<p>12. RFP page 32 of 96, Item P</p> <p>Page 32 of 96, Item P states the design-build firm shall be responsible for locating all utilities in the corridor. The term "locating" indicates test holes (VvH) will be performed to obtain horizontal and vertical location. If this is the case, what is the expected intervals or frequency of these test holes, and is it expected to be performed for the entire 61.5 miles of CSX Corridor or just in specific areas of construction?</p>	<p><i>Posted 12/2/2008 @ 5:35 pm -JMD</i></p> <p>Section P indicates that all the information provided to the DB Firm regarding existing conditions is informational only and needs to be verified by the DB Firm including utilities. The DB Firm is responsible for all aspects of utility impacts during design and construction.</p>
<p>13. RFP Section V. Vehicle Storage and Maintenance Facility and Operations Control Center Plans</p> <p>Changing the typical train consist from 3 DMU cars to 1 locomotive and 3 trailers increases the length of the train set by at least 75 feet. Are we to increase the length of the maintenance shop roof to cover the additional locomotive?</p>	<p><i>Posted 12/2/2008 @ 5:35 pm -JMD</i></p> <p>As described in RFP Section VI. V, on page 84, the inspection pit shall be for a three car consist made up of a locomotive, a coach, and a cab car.</p>
<p>14. RFP Section V. Vehicle Storage and Maintenance Facility and Operations Control Center Plans</p> <p>Will the VMSF shop be handling only basic locomotive servicing with heavy repairs and maintenance being subcontracted at another</p>	<p><i>Posted 12/2/2008 @ 5:35 pm -JMD</i></p> <p>As described in Design Criteria Section 31.4.2 VSMF Maintenance Functions, The VSMF Shop will provide basic service. Heavy maintenance and repairs will be performed at the Amtrak Auto Train Facility.</p>

<p>location or is the intent to fully maintain the entire locomotive fleet at the VMSF with various specialties needing items such as roof cranes, paint shops, wheel lathes, etc?</p>	
<p>15. RFP Section V. Vehicle Storage and Maintenance Facility and Operations Control Center Plans</p> <p>Should the storage yard tracks at the VMSF be increased from the DMU plan to handle additional locomotive storage as well?</p>	<p><i>Posted 12/2/2008 @ 5:35 pm -JMD</i></p> <p>Storage yard tracks are required for the 19 vehicles. The 19 vehicles include 5 locomotives.</p>
<p>16. Article 8-4.9 states that the Department "may" indemnify the Contractor under this article. However, it does not specify the criteria or the standard for making that determination. Please provide the standard that will be used in making this decision so that the Contractor can properly determine its risk.</p>	<p><i>Posted 12/2/2008 @ 5:35 pm -JMD</i></p> <p>This specification has been in FDOT's Std. Specs. since at least January 2000, and reasonably frames the responsibilities of the Contractor in response to encountering hazardous conditions. FDOT intends to make the discretionary decision as to whether to indemnify based on its review of all relevant factors in such an instance. FDOT will not modify this provision.</p>
<p>17. Article 8-10 provides for liquidated damages. Liquidated Damages are usually provided as a means for the Department to recover because actual and consequential damages are too difficult to ascertain given the circumstances. As a result, Liquidated Damages are a means to recover instead of actual and consequential damages. Please confirm that Liquidated Damages is the Department's sole method of recover for Delay by the Contractor."</p>	<p><i>Posted 12/2/2008 @ 5:35 pm -JMD</i></p> <p>While the Liquidated Damages under 8-10 do constitute the sole compensation method for FDOT to recover its own time related costs due to late completion; please also note Article 8-12 "Recovery of Damages Suffered by Third Parties", Article 8-13 "Alternative Bidding", as well as FDOT's rights to pursue formal default and termination under Article 8-9. This response shall not be deemed to relieve the Contractor from the effects of any contract provision which is not referred to herein.</p>
<p>18. Regarding the discovery of existing hazardous materials found at the work site(s), please confirm the following:</p> <ol style="list-style-type: none"> 1. The Contractor will receive compensation for project delay(s) as a result of the discovery of existing hazardous materials found at the work site (s). 2. The Contractor will receive compensation for the removal, if directed by FDOT, of existing hazardous materials found at the work site(s). 3. The Contractor will not be responsible for determining who is the generator of existing hazardous materials found at the work site(s). 	<p><i>Posted 12/2/2008 @ 5:35 pm -JMD</i></p> <p>On page 9 paragraph 2 of the RFP specific directions are provided regarding arsenic located within the corridor.</p> <p>On page 9 paragraph 3 of the RFP specific directions are provided regarding hazardous materials located within the wayside and crossing warning signal locations.</p> <p>All other hazardous materials associated with the project will be governed by the requirements outlined in the Division I Specifications.</p>
<p>19. The RFP has been modified, on page 5 of 96, to change DMUs to Commuter Rail vehicles. The Design Criteria, section 14.3, calls for signal headway design to be based on "a three-car</p>	<p><i>Posted 12/2/2008 @ 5:35 pm -JMD</i></p> <p>No additional length required. Cab cars will permit "push/pull" operation.</p>

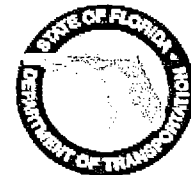
<p>conceptual DMU consist". Will the locomotive-hauled coaches and cab cars be no longer than the three car consist? If not what train length should be used and which end of the train will have the locomotive (north or south)?</p>	
<p>20. Referencing the "Design Criteria", Parts: 8.14.4.3 (Pg. 30) & 13.1.1-3 (Pg. 56), which requires the Contractor to provide a cellular backup communications system at the control points to provide CP to OCC communications in the event of a radio failure. Is the Contractor required to provide the monthly cellular service fees/charges during the construction and maintenance phases of this contract?</p>	<p>Posted 12/2/2008 @ 5:35 pm -JMD Yes.</p>
<p>21. The second to last paragraph on page 9 of 96 of the RFP states "The wayside and crossing warning signal locations within the project corridor may contain hazardous materials including, but not limited to, lead based paint, asbestos, and batteries. With respect to the wayside and crossing warning signal locations within the corridor, the Design/Build Firm shall be responsible for the removal, salvage, and disposal of any materials encountered in accordance with the Maintenance of Way document included as an attachment to this RFP.". The existing signaling system, in many instances is old, and contains a great many wayside signaling system elements such as, but not limited to, signal bungalows and cases, signals, electric switch machines, hand throw machines, circuit controllers, switch locks, track circuits, and crossing gates/flashers/cantilevers. Items of concern include lead paint, batteries, transite boards and various other hazardous materials. Please confirm that these conditions exist.</p>	<p>Posted 12/2/2008 @ 5:35 pm -JMD It is the responsibility of the DB Firm to handle any hazardous materials as they relate to the wayside and crossing warning signal locations as indicated by this section of the RFP. No confirmation will be provided.</p>
<p>22. Should cleanup of the Fred's Tire Service site detailed in the Level II report on the Rand Yard (because it is next to the Rand Yard) be included in the cleanup of the Rand Yard? Soil and groundwater contamination was detected within both the Rand Yard and Fred's Tire service.</p>	<p>Posted 12/2/2008 @ 5:35 pm -JMD On page 9 paragraph 2 of the RFP specific directions are provided regarding the clean up at Rand Yard. "In Rand Yard, the Department shall be responsible for the required soil and groundwater remediation. The Design/Build Firm shall include 100 calendar days in their schedule (beginning after the permit is obtained and ending before site construction begins) for the Department to complete clean-up activities."</p>
<p>23. REF: page 95, Bid proposal requirements, about the 5th paragraph down, The Price Proposal shall include a lump sum price for the clean-up of Rand Yard by the Design/Build Firm. The price shall not be included in the maximum bid price, but shall be used in the calculation of the adjusted score as shown on the Bid Proposal Form. The clean-up of the Rand Yard site shall be an option</p>	<p>Posted: Monday, 1/12/2009 @ 11:55am - SSS Posted: Tuesday, 1/13/2009 @ 3:35pm - SSS 23. The clean-up of the Rand Yard is currently the responsibility of the Department, as cited on page 9 of the RFP. The Department may, at it's discretion, request that the Design/Build Firm conduct the clean up. The potential cost for this clean-up is included in the Bid Proposal form on the line entitled "Soil Characterization and Disposal." For purposes of evaluating the price proposals,</p>

<p>that the department may choose to exercise.</p> <p>REF: page 9 of the RFP, 2nd paragraph, In Rand Yard, the Department shall be responsible for the required soil and groundwater remediation.</p> <p>REF: answer to question posted 12/2/2008, refers to the same paragraph on page 9 of the RFP, and says the this work is the responsibility of the Dept.</p> <p>REF: Design-Build Bid Proposal Form, there is no line item on this form to include this lump sum price. Also I saw no detailed scope as to what may be required for the pricing of this clean-up if the Contractor is to include pricing.</p> <p>Is this the Department's responsibility and should the Contractor ignore the statement on page 95 of the RFP?</p>	<p>arbitrary units of 10,000 cubic yards was used in the price proposal form. This is similar to the 1,000 hours of Third Party Roadway Worker Protection Services. If the Design/Build Firm is requested to provide the clean up services, then the clean-up price will thus already be established. The unit price resulting from the 10,000 cubic yard price in the Bid Proposal form will be used for each cubic yard of material.</p>
<p><i>Posted: Monday, 1/26/2009 @ 10:00am - SSS</i></p> <p>24. The last sentence of Bullet 3 under Project Milestones, page 6 of 96, of the RFP Revision dated Nov 7, 2008 states "The Design/Build Firm shall be responsible for the security and storage of these commuter rail vehicles." It is our intent to provide a secure storage yard only for these rail vehicles. We will not include insurance for the FDOT owned and supplied equipment. Is this the correct interpolation of the RFP?</p>	<p><i>Posted: Wednesday, 1/28/2009 @ 4:30pm - JMD</i></p> <p>24. The Design/Build Firm is not required to provide coverage for Department owned equipment pursuant to the Firm's Contractors' Property Damage Liability Insurance. However, damage to Department owned equipment may be covered under the Firm's Contractors' Public Liability Insurance depending on the cause of the damage.</p>
<p><i>Posted: Monday, 1/26/2009 @ 10:00am - SSS</i></p> <p>25. Please advise the status of Addendum #13. As a Joint Venture we will need some time after the Addendum to finalize our proposal.</p>	<p><i>Posted: Wednesday, 1/28/2009 @ 4:30pm - JMD</i></p> <p>25. Addendum No. 13 has been posted.</p>

1/28/2009 10:00 AM



This site is maintained and published by the Florida Department of Transportation's District Five Construction Office, located at 719 South Woodland Blvd., Deland, FL 32720. (386) 943-5350



Site Contact Information

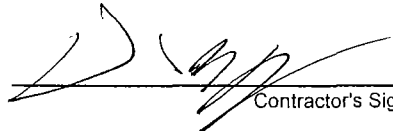
**CONTRACTOR'S AFFIDAVIT
VEHICLE REGISTRATION**

State: Florida

County: Duval

BEFORE ME, this day personally appeared David B. Casey _____
(Contractor's Name)

who says that all of the vehicles operated or caused to be operated by said Contractor, are registered in the State of Florida, in accordance with Section 320.



Contractor's Signature

TYPED NAME: David B. Casey

POSITION: Vice President

COMPANY NAME: Archer Western Contractors

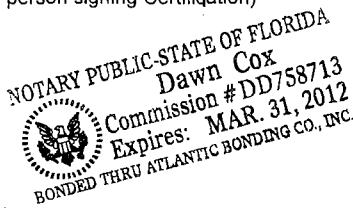
COMPANY ADDRESS: 7775 Baymeadows Way Ste 200

Jacksonville, FL 32256

State of Florida
County: DUVAL

Sworn to and subscribed before me this 24th day
of March, 2009 by David B. Casey
(Print name of person signing Certification)

Dawn Cox
Notary Public
3-31-12
Commission Expires



Personally Known OR Produced Identification _____

Type of Identification Produced _____

TO BE COMPLETED BY DOT PERSONNEL

BUDGET ITEM NUMBER: _____

FIN PROJECT NUMBER: _____

CONTRACT NUMBER: _____

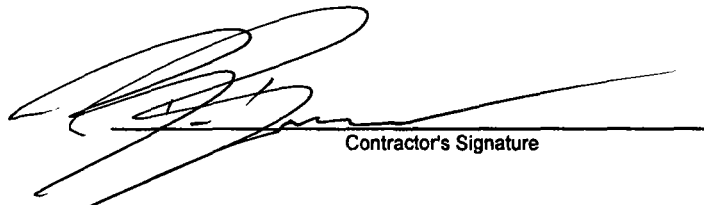
**CONTRACTOR'S AFFIDAVIT
VEHICLE REGISTRATION**

State: GEORGIA

County: FORSYTH

BEFORE ME, this day personally appeared BRIAN BENNETT OF RAILWORKSTRACK SYSTEMS, INC.
(Contractor's Name)

who says that all of the vehicles operated or caused to be operated by said Contractor, are registered in the State of Florida, in accordance with Section 320.


Contractor's Signature

TYPED NAME: BRIAN BENNETT

POSITION: VICE PRESIDENT

COMPANY NAME: RAILWORKSTRACK SYSTEMS, INC.

COMPANY ADDRESS: 985 UNION HILL RD
ALPHARETTA, GA 30004

State of Florida GEORGIA

County: GWINNETT

Sworn to and subscribed before me this 18TH day
of MARCH, 2009 by CATHERINE B. DUNN
(Print name of person signing Certification)

Catherine B. Dunn
Notary Public

MARCH 22, 2011
Commission Expires

Personally Known OR Produced Identification

Type of Identification Produced _____

TO BE COMPLETED BY DOT PERSONNEL

BUDGET ITEM NUMBER: _____

FIN PROJECT NUMBER: _____

CONTRACT NUMBER: _____

FL080030 MOD 0 REVISED 07/25/08 FL30

***** THIS WAGE DETERMINATION WAS REPLACED ON 07/25/08*****

General Decision Number: FL080030 02/08/2008

Superseded General Decision Number: FL20070030

State: Florida

Construction Type: Heavy

Counties: Brevard, Hernando, Hillsborough, Manatee, Orange, Osceola, Pasco, Pinellas, Polk, Sarasota and Seminole Counties in Florida.

HEAVY CONSTRUCTION PROJECTS (Does not include Sewer and Water Line Construction Projects)

Modification Number Publication Date
0 02/08/2008

* SUFL1990-036 01/26/1990

	Rates	Fringes
Carpenter.....	\$ 10.08	
Cement Mason.....	\$ 11.00	1.42
Electrician.....	\$ 16.40	2.40+4%
Ironworkers:		
Reinforcing.....	\$ 11.20	3.11
Laborer		
Landscape.....	\$ 5.85	1.58
Pipelayers.....	\$ 7.97	
Unskilled.....	\$ 6.05	
Millwright.....	\$ 10.43	1.14
Pipefitter.....	\$ 9.73	
Plumber.....	\$ 8.97	
Power equipment operators:		
Backhoes.....	\$ 10.35	2.00
Bulldozers.....	\$ 9.61	2.00
Crane.....	\$ 10.94	2.00
Graders.....	\$ 10.35	2.00
Loaders.....	\$ 10.35	2.00
Mechanic.....	\$ 10.71	2.00
Roller.....	\$ 10.35	2.00
Scraper.....	\$ 10.35	2.00
Truck Driver.....	\$ 7.52	

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

=====
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

FL080014 MOD 4 REVISED 01/23/09 FL14
 ***** THIS WAGE DETERMINATION WAS REPLACED ON 01/23/09*****
 General Decision Number: FL080014 09/05/2008

Superseded General Decision Number: FL20070014

State: Florida

Construction Type: Building

County: Orange County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/08/2008
1	02/15/2008
2	07/04/2008
3	07/25/2008
4	09/05/2008

ELEV0139-002 01/01/2005

	Rates	Fringes
Elevator Constructor.....	\$ 28.515	12.115
Mechanics		

FOOTNOTES:

A: Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years Employer contributes 6% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years.

Paid Holidays: New Year's Day; Memorial Day; Independence Day Labor Day; Thanksgiving Day; The Day After Thanksgiving; and Christmas Day

IRON0808-002 07/01/2008

	Rates	Fringes
Ironworkers:		
Ornamental.....	\$ 22.00	9.95
Structural.....	\$ 22.00	9.95

* PLUM0803-001 09/01/2008

	Rates	Fringes
PIPEFITTER (excluding HVAC Pipe).....	\$ 22.33	10.41

SUFL1994-001 10/04/1994

	Rates	Fringes
Bricklayer/Blocklayer.....	\$ 12.50	
CARPENTER (including drywall hanging framing & batt insulation).....	\$ 10.90	2.05
Cement Mason/Concrete Finisher...	\$ 10.87	
DRYWALL FINISHER/TAPER.....	\$ 11.33	
ELECTRICIAN.....	\$ 10.78	1.67
GLAZIER.....	\$ 10.48	
HVAC MECHANIC (pipe work only)...	\$ 12.66	1.67
Ironworkers:		
Reinforcing.....	\$ 11.59	
Laborers:		
Mason tenders.....	\$ 7.54	
Unskilled.....	\$ 7.29	
PAINTER (Brush) (excluding drywall finishing).....	\$ 9.13	
PAPERHANGER.....	\$ 11.23	3.15
PLASTERER.....	\$ 12.00	
PLUMBER.....	\$ 12.53	3.13
Power equipment operators:		
Backhoe.....	\$ 9.31	1.08
Bulldozer.....	\$ 10.00	1.64
Concrete Pump.....	\$ 12.63	1.08
Grader.....	\$ 11.03	1.05
Loader.....	\$ 9.20	1.26
Roller.....	\$ 7.42	
ROOFER, Including Built Up, Composition and Single Ply Roofs.....	\$ 10.19	
Sheet metal worker (including HVAC duct).....	\$ 9.99	1.42
SPRINKLER FITTER.....	\$ 10.00	1.23
TILE SETTER.....	\$ 11.63	
TRUCK DRIVER.....	\$ 7.00	.37

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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Wage and Hour Division
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3.) If the decision of the Administrator is not favorable, an

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Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

FL080087 MOD 0 REVISED 07/10/09 FL87

***** THIS WAGE DETERMINATION WAS REPLACED ON 07/10/09*****

General Decision Number: FL080087 02/08/2008

Superseded General Decision Number: FL20070090

State: Florida

Construction Type: Building

County: Osceola County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including four stories)

Modification Number Publication Date
 0 02/08/2008

SUFL1994-003 10/14/1994

	Rates	Fringes
Carpenter (excluding drywall hanging but including drywall and metal framing).....	\$ 10.22	
Cement Mason/Concrete Finisher.....	\$ 8.97	
Drywall Finisher.....	\$ 12.57	
Drywall Hanger.....	\$ 11.53	
Electrician.....	\$ 9.97	.80
Glazier.....	\$ 10.51	.40
Ironworker, Reinforcing.....	\$ 14.72	4.18
Laborers:		
Pipelayers.....	\$ 7.50	
Unskilled.....	\$ 6.59	
Painter, Brush (excluding drywall 8.00 finishing).....	\$ 8.00	
Pipefitter (including HVAC Pipe).....	\$ 11.31	
Plasterer.....	\$ 11.00	
Plumber.....	\$ 11.00	1.87
Power equipment operators:		
Backhoe.....	\$ 9.50	
Loader.....	\$ 8.83	
Roofer.....	\$ 9.88	

Sheet metal worker (including HVAC duct).....\$	9.83	1.18
Sprinkler Fitter.....\$	12.00	
Tile Setter.....\$	13.90	
Truck Driver.....\$	7.45	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION

FL080064 MOD 0 REVISED 07/10/09 FL64
 ***** THIS WAGE DETERMINATION WAS REPLACED ON 07/10/09*****
 General Decision Number: FL080064 02/08/2008

Superseded General Decision Number: FL20070067

State: Florida

Construction Type: Building

County: Seminole County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including four (4) stories)

Modification Number Publication Date
 0 02/08/2008

SUFL1994-004 10/14/1994

	Rates	Fringes
Acoustical Tile Installer.....	\$ 11.00	
Bricklayer/Blocklayer.....	\$ 13.00	
Carpenter (including drywall hanging and batt insulation).....	\$ 10.59	
Cement Mason/Concrete Finisher.....	\$ 10.17	
Drywall Finisher.....	\$ 11.56	
Electrician.....	\$ 10.29	2.42
Glazier.....	\$ 10.79	
Ironworker, Structural.....	\$ 8.50	
Laborers:.....	\$ 8.00	
Mason tenders		
Painter, Brush (excluding drywall finishing).....	\$ 9.41	
Pipefitter.....	\$ 10.99	
Plumber.....	\$ 10.96	
Power equipment operators:.....	\$ 8.86	1.74
Loader		
Roofer.....	\$ 9.47	
Sheet metal worker		

(including HVAC duct work).....\$	9.79	1.22
Sprinkler Fitter.....\$	12.00	
Tile Setter.....\$	12.10	
Truck Driver.....\$	7.56	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

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WAGE DETERMINATION APPEALS PROCESS

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- * a survey underlying a wage determination
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U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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200 Constitution Avenue, N.W.
Washington, DC 20210

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=====

END OF GENERAL DECISION

Florida Department of Transportation
District 5

**DESIGN/BUILD AND MAINTAIN
REQUEST FOR PROPOSAL
ATTACHMENT:
REQUIRED CONTRACT PROVISIONS FOR
FEDERAL TRANSIT ADMINISTRATION
FEDERAL-AID CONSTRUCTION CONTRACTS**

For

Central Florida Commuter Rail Transit
Civil, Systems, and Track Work
Volusia, Seminole and Orange Counties, Florida

**Financial Projects Number(s): 412994-2-52-01
Federal Aid Project Number(s): TBD
Contract Number: E-5L71**

Updated January 10, 2011

REQUIRED CONTRACT PROVISIONS FOR
FEDERAL TRANSIT ADMINISTRATION FEDERAL-AID
CONSTRUCTION CONTRACTS

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FLY AMERICA REQUIREMENTS

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

CARGO PREFERENCE REQUIREMENTS

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

SEISMIC SAFETY

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

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy

efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

CLEAN WATER

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

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

LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] -

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.15, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor shall provide to the U.S. Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, access to all third party records as required by 49 U.S.C. section 5325 (g). The Contractor shall further provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure Project management as

determined by FTA.

6. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
7. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
8. Contractor shall also include in its subcontracts the requirement that the subcontractors shall provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives access to all third party contract records as required by 49 U.S.C. section 5325 (g), and shall further provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure Project management as determined by FTA.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable Federal laws, regulations, and directives, including without limitation those listed directly or by reference in the Master Agreement between the Florida Department of Transportation and FTA, as they may be amended or promulgated from time to time during the term of this contract, except to the extent that FTA determines otherwise in writing, which Master Agreement is hereby incorporated herein by this reference. All standards or limits in the Grant Agreement or Cooperative Agreement for the Project, and in the Master Agreement, are minimum requirements, unless modified by FTA.

Contractor's failure to so comply shall constitute a material breach of this contract.

CLEAN AIR

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

RECYCLED PRODUCTS

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Davis-Bacon and Copeland Anti-Kickback Acts

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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

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

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

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

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

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

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

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

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

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

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

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

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Transit Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 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 Federal Transit Administration if the agency is a party of the contract, but if the agency is not such a party the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Transit Administration, the contractor, 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 sponsoring government agency (or the applicant, sponsor, or owner).

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

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

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

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

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

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

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized

representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, 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.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed

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

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

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

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

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

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

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this

contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

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

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

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

Contract Work Hours and Safety Standards

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

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

3) **Withholding for unpaid wages and liquidated damages** - The Department shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by

the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

No Obligation by the Federal Government.

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

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

Program Fraud and False or Fraudulent Statements or Related Acts.

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

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

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

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

The contractor is required to comply with 2 CFR 1200 and 2 CFR 180, Subpart 3, and must include the requirement to comply with 2 CFR 180, Subpart 3, as supplemented by 2 CFR 1200, in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 1200 and 2 CFR 180, Subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

PRIVACY ACT

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

CIVIL RIGHTS REQUIREMENTS

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

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

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

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

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

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

(3) The Contractor also agrees to include these requirements in each subcontract financed

in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

Transit Employee Protective Provisions. (1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any

revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

Buy America Requirements

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, and any amendments thereto, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver, or except as provided in 49 C.F.R. 661.11. General waivers are listed in 49 C.F.R. 661.7 Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11.-

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below).

If steel, iron, or manufactured products (as defined in 43 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 43 CFR 661.13(b).

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661

Date _____

Signature _____

Company _____

Name _____

Title _____

Certificate of Non-Compliance with Buy American Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.

Date _____

Signature _____

Company _____

RFP Central Florida Commuter Rail Transit, Civil, Systems, and Track Attachment: Required Contract Provisions for FTA Federal-Aid Construction Contracts -Updated 1-10-11 (3)

Name _____

Title _____

If buses or other rolling stock (including train control, communication, and traction power equipment) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirement contained in 49 CFR 661.13 (b).

Certificate of Compliance with Buy America Rolling Stock Requirements.

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j) and the applicable regulations at 49 CFR.

Date _____

Signature _____

Company _____

Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C) Buy American Rolling Stock Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2) (C) and the applicable regulations in 49 CFR 661.7.

Date _____

Signature _____

Company _____

Name _____

Title _____

DRUG AND ALCOHOL TESTING

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 655, produce any documentation necessary to establish its compliance with Parts 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Florida, or the Florida Department of Transportation, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and review the testing process. The Florida Department of Transportation will hereafter set the date before which contractor must certify annually its compliance with its compliance with Parts 655 and the date before which it must submit the Management Information System (MIS) reports to

<http://transit-safety.fta.dot.gov/DrugAndAlcohol/DAMIS/default.asp>

and Contractor shall comply with those dates for certification and submitting the MIS reports. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

SENSITIVE SECURITY INFORMATION

Contractor must protect, and take measures to ensure that its subcontractors protect, "sensitive security information" made available during the administration of the contract or subcontract to ensure compliance with 49 U.S.C. Section 40119 (b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114 (r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR 1520.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

Contract No: E-5L71

Financial Project No(s): 412994-4-52-01,

Project Description: Central Florida Commuter Rail Transit Design Build and Maintain

Vendor/Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and

(b) all persons (including subcontractors/subvendors) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Department.

Company/Firm: Archer Western-Railworks, a Joint Venture

Authorized Signature: _____

Title: _____

Date: _____