

**COOPERATIVE CONSTRUCTION AGREEMENT
FOR CONSTRUCTION OF G LINE STATION INFRASTRUCTURE
ON ROBERT STREET IN DOWNTOWN SAINT PAUL**

THIS AGREEMENT is made and entered into by and between the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota (“Council”), and the City of Saint Paul, a municipal corporation under the laws of the State of Minnesota (“City”).

BACKGROUND RECITALS

1. The City plans to construct roadway improvements on Robert Street from Kellogg Boulevard to Interstate 94, during the 2025 and 2026 construction seasons (“City Project”).

2. The Council desires to construct the platform, foundation, and subgrade infrastructure for enhanced bus stops on Robert Street (at Robert Street & Kellogg Boulevard, Robert Street & 5th Street/6th Street, and Robert Street & 10th Street) to serve the future METRO G Line bus rapid transit (BRT) Project (“Council Project”).

3. The Council Project is a component of the larger METRO G Line BRT Project, extending through a 11.5-mile corridor from Little Canada, through downtown Saint Paul, and ending in West Saint Paul. Design of the larger G Line project is estimated to be completed in 2025 and scheduled to be constructed during the 2026, 2027, and 2028 construction seasons.

4. Both City and Council desire that the Council Project be constructed in conjunction with the City Project to minimize community impacts and disruption, minimize cost to both projects, and deliver a high-quality project.

5. The Council desires to have the City construct the Council Project contemporaneously with the City Project, and the City, as the lead agency in construction of the Council Project and the City Project, desires to construct the Council Project at Council expense, according to the terms and conditions set forth herein and consistent with applicable law, (the “Agreement”).

NOW, THEREFORE, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

AGREEMENT

I.

Purpose of Agreement

1. This Agreement describes the responsibilities of each of the Parties for design and construction of the Council Project.

2. The Council appoints the City as its agent to obtain bids, enter into a contract for the construction of the work, and supervise the work performed on the Council Project for compliance with the Council Project construction documents and this Agreement.

3. The scope of the Council Project is:

- (a) Northbound and southbound G Line station platforms at Robert Street & Kellogg Boulevard, Robert Street & 5th Street /6th Street, and Robert Street & 10th Street.
- (b) supporting communications and electrical connections to serve stations along the corridor.

G Line construction: The City or its agents will construct the above-listed platforms. Platform construction generally includes sidewalk removal, clearing and grubbing, utility work, conduit installation, concrete sidewalk (integrally colored and standard), roadway improvements including concrete pavement at stations, signing and striping, construction of shelter and pylon foundations, and construction of a raised curb for the shelter and pylon as shown in the contract documents. The City or its agents will also construct the portion of the G Line corridor communications conduit within the City Project construction limits.

4. The locations of the Council Project and the City Project are shown on Exhibit A of this Agreement.

II. Construction Documents

1. The City will prepare the necessary detailed construction documents for the Council Project (“Council Project Construction Documents”) as part of the construction documents for the City Project (together, the “Combined Project Construction Documents”). The Combined Project Construction Documents will contain plans and specifications and a schedule for construction of the Council Project suitable for use by proposed contractors in the preparation of their bids. The City will develop the Combined Project Construction Documents using the most current industry standards and practices. The City will provide opportunities for Council review of Combined Project Construction Documents before they are finalized. The City or its agents have prepared a construction cost estimate for the Council Project, which has been incorporated into the attached Exhibit B.

2. The City will have a Registered Professional Engineer licensed in the State of Minnesota prepare and certify the Combined Project Construction Documents that will be incorporated into the bidding documents for the Combined Project. The City Engineer or its representative will approve the Combined Project Construction Documents.

3. The City retains ownership of all original Combined Project Construction Documents, and will provide an electronic copy to the Council at no cost.

III. Easements and Permits

1. The Council gives the City the right to enter onto Council property, and any easements and rights-of-way the Council obtained for construction of the Council Project for the purpose of the City fulfilling this Agreement.

2. The City will acquire all permanent and temporary permits, easements and property interests necessary in the City's name for the Combined Project. The City is not acquiring any property on the Council's behalf as part of this Agreement.

3. As of the date of this Agreement, no additional property acquisition is required for construction and installation of the Council Project. The Council is responsible for any land acquisitions outside of the City Project boundaries.

IV. Procedure for Acceptance of Bids

1. **Bidding Procedure.** Prior to advertising for bids, the City will allow the Council to review the bidding documents. The City will advertise for bids for the work and construction of the Combined Project, receive and open bids and may enter into a construction contract with the successful bidder in accordance with applicable law. The bidding documents will require separate line items for specific Council Project bid items. The bidding documents will be in a format acceptable to the Council and clearly define the Council's participating share of construction costs.

After opening the bids, the City will provide the Council a written tabulation of the bids with the City's recommendation for selection of the lowest responsible bidder.

2. **City decision not to award City Project.** If the City decides not to award the City Project, the City will reimburse the Council for Council Project-related costs incurred by the Council as of the date of such decision. In the event that the City decides not to award the City Project, the Council may independently advertise and accept bids for and construct the Council Project.

V.

Construction and Contract Administration

1. The City will require that the contractor construct the Council Project according to the Combined Project Construction Documents. At least fourteen (14) days before the contractor begins work on the Council Project, the City will give written notice to the Council that the contractor will begin construction by sending notice to:

Council Construction Contact

Jesse Hejlstone (or successor)
Manager, Construction Services
Metro Transit
677 Transfer Road
St. Paul, Minnesota 55114
Email: jesse.hejlstone@metrotransit.org

2. The City or its agent will perform and direct all construction supervision, contract administration and inspections required to complete the Combined Project. The City will not interrupt the operation of the 390 Robert Street Building during the construction of the Combined Project without the written consent of the Council.

3. The Council's authorized representative (or their designee identified to the City in writing) may observe the work on the Council Project during the construction of the Council Project, but the Council's authorized representative is not responsible for supervising the Council Project. When observing the work, the Council's authorized representative will cooperate with the City's Engineer or designated representative. The Council's authorized representative will be available to the City at all times during construction of the Council Project. The Council will designate an authorized representative with the authority and experience to make decisions concerning the construction of the Council Project so as not to delay construction of the City Project or the Combined Project. During construction, the Council's authorized representative will notify the City's authorized representative in a timely manner of any defects, deviations or other concerns observed by the Council's authorized representative regarding construction of the Council Project.

4. If after installation, the Council determines that any portion of the Council Project was not constructed substantially in accordance with the Council Project Construction Documents, the Council's authorized representative will inform the City's authorized representative of the deficiency within seven (7) days. The Council's notice to the City will also explain why the portion of the Council Project does not conform to the Council Project Construction Documents and the actions the Council believes the contractor will take to correct the deficiency. The City will require the contractor to make the corrections to meet the requirements of the Council Project Construction Documents.

5. The Council's authorized representative will participate in the inspection of the Council Project for substantial completion. Within seven (7) days of any substantial completion inspection, the Council will provide the City the punch list items that need to be addressed before final completion of the Council Project. If the Council does not provide punch list items within seven (7) days, the contractor's work will be deemed accepted. Following substantial completion of each individual BRT platform, the Council or its agents may access the site to prepare the station for transit service including, but not limited to, installation of electrical and communications infrastructure, shelters, pylons, real-time signs, fare collection equipment, and station amenities. Where platforms reaching the substantial completion milestone will not have shelters and/or pylons installed for six (6) months or more (as determined in coordination with the Council), the City's contractor will protect shelter and/or pylon foundations. The contractor must complete all underground and flatwork for the Council Project before October 1, 2025.

6. The City will inform the Council in writing of final completion of construction (including the punch list items) of the Council Project. Within seven (7) days of receiving the City's written notice, the Council will inform the City in writing whether the Council Project conforms to the Council Project Construction Documents. The Council makes the final decision on whether the contractor's Council Project work conforms to the Council Construction Documents. The Council will accept the work on the Council Project in writing.

7. The Council will participate in the claims process on the Combined Project for the following types of contractor claims:

- (a) project delays relating in any way to site conditions; and
- (b) Council requests for changes or modifications to any construction documents (Council Project, City Project, or Combined Project).
- (c) project delays caused by untimely response to the inspection requirements in Article V.

The Council will pay the portion of any claim that relates to the acts of the Council regarding the Council Project.

VI. Modifications to Construction Documents

1. With approval from the Council's authorized representative, the City may make minor changes in the Council Project Construction Documents and the Combined Project Construction Documents if the changes are necessary to complete construction. The City may also enter into any change orders or supplemental agreements with the contractor on the Combined Project to incorporate these changes in the Council Project or Combined Project

Construction Documents. These changes may result in a change to the Council's cost participation described in Section VII.

2. The City will give the Council's Authorized Representative all proposed amendments and material changes to the Council Project Construction Documents. The Council will review the documents and communicate in writing its acceptance or rejection to the City within seven (7) days. The City will not amend or change the Council Project Construction Documents until it receives the Council's written acceptance.

3. The Council may make changes to the Council Project if all of the following occur:

- (a) The Council gives the City seven (7) days written notice;
- (b) The Council bears the costs of all changes; and
- (c) The change does not increase the cost or delay completion of the City Project.

VII. Cost Participation and Payment

1. The Council will reimburse the City for the costs shown in Exhibit B as specified in this Section VII. The Council will reimburse the City for the actual cost of construction for the Council Project, actual costs of construction for portions of the Combined Project as identified in Exhibit B, plus ten (10) percent. The additional ten (10) percent is for the following:

- (a) surveying, inspection, and testing for the Council Project;
- (b) other costs associated with the Council or Combined Project, including contract administration and other administrative expenses associated with the Council or Combined Project.

The Council's estimated cost participation is shown in Exhibit B.

2. The parties agree that the Council Project costs are an estimate. The final Council Project construction costs will be based on the unit prices in the City's construction contract, the final quantities, and any amendments or change orders.

3. After the City awards the Combined Project Construction Contract, the City will prepare a revised Exhibit B and give it to the Council. The revised Exhibit B will update the Council Project costs for construction and administration based on the actual design costs and contract unit prices. The parties will substitute the revised Exhibit B for the Exhibit B attached to this Agreement without an amendment. The revised Exhibit B will be in the same format as the original Exhibit B.

4. Cumulative change orders in excess of 10% of the Council Project Cost as estimated in Exhibit B will require formal amendment to this Agreement. The parties agree to cooperate to pursue any such formal amendment, subject to the ultimate discretion of the parties' governing bodies. If the Council's governing body does not approve any such amendment, the City is not required to complete the Council Project to that extent.

5. The City will pay its contractor(s) for work on the Combined Project. The Council will then pay the City under this section. After construction contract award, the City will invoice the Council for 95% of the council Project cost as specified in Exhibit B as revised. The Council will pay the City within forty-five (45) days after it receives the invoice.

6. If the Council disputes any portion of an invoice, it will give the City notice of the dispute within fourteen (14) days after the Council receives the invoice. If the Council disputes any portion of an invoice, the Council will pay the undisputed portion of the invoice within forty-five (45) days after receipt of the invoice, and it will pay the remainder of any amount due within forty-five (45) days after the dispute is resolved.

7. When the work on the Combined Project is substantially complete, the City will give the Council an updated Exhibit B. This cost participation breakdown will show actual construction costs based on the contract unit prices and the units of work the contractor performed. The updated cost participation breakdown will also contain the updated administrative and other costs to be paid to the City by Council.

8. If, after subtracting the Council's payments from the updated cost participation breakdown, the Council owes the City money, the City will invoice the Council for that amount. The Council will then pay the City the amount owed within forty-five (45) days of receiving the invoice. If the Council has already paid more than the updated cost participation breakdown, the City will refund the Council's excess amount without interest.

VIII. Warranties and Maintenance

1. The Council Project bonds and warranties will be issued in the name of the City. Once construction of the Council Project is complete and the Council accepts the Council Project, the Council Project will be under the full control of the Council and all bonds, warranties and guarantees provided by the sureties, construction contractors and subcontractors for the Council Project are the property of Council. If a surety prohibits assignment, then the City will require the contractor to ensure that the affected bond or warranty is applied both to the City and the Council.

2. After acceptance of the Council Project by the Council, the Council is responsible for operation and maintenance of the Council Project. These operation and maintenance duties include (but are not limited to): clearing snow from transit boarding platforms, emptying any/all

Council owned or provided garbage and recycling containers, and keeping the facilities in a state of reasonable repair.

IX. Liability

1. To the extent authorized by law each party is responsible only for its own acts and the results of its acts. The Council's and City's liability is governed by the provisions of Minnesota Statutes, Chapter 466.

2. The Council and City each warrant that they have an insurance or self-insurance program with minimum coverage consistent with the liability limits in Minnesota Statutes, Chapter 466. Nothing in this Agreement is a waiver or limitation of any immunity or limitation of liability by the Council or City.

3. The City will ensure that the Combined Project construction contract includes clauses that:

- (a) require the Combined Project contractor to defend, indemnify, and hold harmless the Council, its officers, agents and employees from claims, suits, demands, damages, judgments, costs, interest, expenses (including reasonable attorney's fees, witness fees and disbursements) arising out of or by reason of the acts or omissions of the contractor, its officers, employees, agents, or subcontractors;
- (b) require the Combined Project contractor to provide and maintain insurance in the amounts specified in the attached Exhibit C, which is incorporated into this Agreement, and name the Council as additional insured; and
- (c) require the Combined Project contractor to be an independent contractor for the purposes of completing the work on the Council Project.

X. General Provisions

1. All records kept by the Council and City with respect to the Council Project are subject to examination by representatives of each party. All data collected, created, received, maintained or disseminated for any purpose by the Council and City under this Agreement are governed by Minnesota Statutes, Chapter 13 ("Act"), and the Minnesota Rules implementing the Act.

2. The City agrees to comply with all laws applicable to the City relating to nondiscrimination, affirmative action, public purchases, contracting, employment, workers'

compensation, and surety deposits required for construction contracts. Minnesota Statutes, Section 181.59 and any applicable local ordinance relating to civil rights and discrimination and the Affirmative Action Policy statement of the Council is considered a part of this Agreement.

3. The employees of the parties, and all other persons engaged by each party will not be considered employees of the other party. Each party is solely responsible for all claims arising from its employees including claims under the Worker's Compensation Act, the Minnesota Economic Security Law and all third-party claim resulting from an act or omission of an employee.

4. If hazardous wastes, pollutants, or contaminants--as those terms are defined in law--exist on the Combined Project site, the City is responsible for any response or remedial action, monitoring or reporting under law. Nothing in this paragraph requires that the Parties accept responsibility for any environmental conditions that are not the Parties' legal responsibility. This paragraph survives the termination of this Agreement.

5. The City's authorized representative will manage this Agreement for the City and act as a liaison between the City and the Council. The Council's Agreements Lead, Arterial BRT, will manage this Agreement for the Council and act as a liaison between the Council and the City.

6. This Agreement is the entire agreement between the parties and supersedes all oral agreements and negotiations between the parties relating to this Agreement. All exhibits and attachments to this Agreement are incorporated into the Agreement. If there is a conflict between the terms of this Agreement and any of the exhibits the Agreement governs.

7. The provisions of this Agreement are severable. If a court finds any part of this Agreement void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement. A waiver by a party of any part of this Agreement is not a waiver of any other part of the Agreement or of a future breach of the Agreement.

8. Any modifications to this Agreement will be in writing as a formal amendment.

9. This Agreement is binding upon and for the benefit of the parties and their successors and assigns. This Agreement is not intended to benefit any third-party.

10. Except as otherwise provided for in this Agreement, the Agreement may be terminated by the mutual agreement of the parties through a new agreement or amendment.

11. If a force majeure event occurs, neither party is responsible for a failure to perform or a delay in performance due to the force majeure event. A force majeure event is an event beyond a party's reasonable control, such as unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

12. This Agreement may be terminated with or without cause by either Party upon

thirty (30) days written notice. Upon termination, the Parties will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13. Under Minnesota Statutes, Section 16C.05, subdivision 5, the Parties agree that the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by either Party and the state auditor or legislative auditor, as appropriate, for at least six years from the end of this Agreement.

14. A party will send all notices or demands under this Agreement either by:

- (a) certified mail;
- (b) e-mail, as long as the recipient acknowledges receipt by e-mail or otherwise in writing; or
- (c) delivered in person to the other party addressed to the following authorized representatives:

Reed Sherlock (or successor)
 Agreements Lead, Arterial BRT
 Metro Transit
 560 6th Avenue North
 Minneapolis, MN 55411

Donald Pflaum; Engineer IV
 City of St. Paul, MN
 900 City Hall Annex
 25 West 4th Street
 St. Paul, MN 55102-1660

15. The parties will use a dispute resolution process for any unresolved dispute between the parties before exercising any legal remedies. The dispute resolution process is a three level dispute resolution ladder that escalates a dispute from the project management level through the executive management level. At each level of the dispute resolution process, the Parties' representatives will meet and explore resolution until either party determines that effective resolution is not possible at the current level, and notifies the other party that the process is elevated to the next level. The parties designate the following dispute resolution representatives:

	City Representative	Metropolitan Council Representative
Level 1	Donald Pflaum (or successor) Engineer IV	Adam Smith (or successor) Manager, BRT Projects
Level 2	Nick Peterson (or successor) City Engineer	Katie Roth (or successor) Director, Arterial BRT
Level 3	Sean Kershaw (or successor) Public Works Director	Nick Thompson (or successor) Deputy General Manager

The parties will complete the dispute resolution process in good faith before resorting to any other legal process or remedy.

16. The G Line Project includes funds provided by the Federal Transit Administration (“FTA”) grants. Exhibit D contains a summary of the FTA terms applicable to this Agreement. The City and its subcontractors will comply with all applicable federal statutes, rules, FTA Circulars, and Executive Orders (collectively “Federal Laws”) which are applicable to the federal grants, with such requirements incorporated by reference. In particular, the City agrees to comply with the terms and conditions of the current version of the applicable Federal Laws, including the following documents when performing Project activity or expending funds for Project activities under this Agreement:

- (a) *FTA Master Agreement*;
- (b) 2 C.F.R. Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as amended;
- (c) FTA Circular 5010.1F, *Award Management Requirements*, as amended;
- (d) FTA Circular 5200.1A *Full-Funding Grant Agreements Guidance*, as amended;
- (e) FTA Circular 4220.1G *Third Party Contracting Requirements*, as amended.

17. The Council and the City are each authorized to enter into this Agreement pursuant to Metropolitan Council Action No. 2024-318 approved on December 11, 2024, and City Resolution No. _____, approved on _____.

18. The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

19. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

20. This Agreement will be effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Each party is signing this Agreement on the date stated below that party's signature.

(Signatures are on the next page. The remainder of this page is left intentionally blank.)

METROPOLITAN COUNCIL,

A public corporation and political subdivision
of the State of Minnesota

By: _____
Ryan O'Connor, Regional Administrator

Date: _____

CITY OF SAINT PAUL

A municipal corporation of the
State of Minnesota

By: _____
Director of Public Works

Date: _____

By: _____
Director of Financial Services

Date: _____

By: _____
Mayor

Date: _____

Approved as to form:

By: _____
Assistant City Attorney

LIST OF EXHIBITS

- Exhibit A - City Project and Metropolitan Council Project Locations
- Exhibit B - Metropolitan Council Project Construction Costs Estimates
- Exhibit C - Insurance Requirements
- Exhibit D - FTA Terms
- Exhibit E - Buy America Certification

Exhibit A
City Project and Metropolitan Council Project Locations

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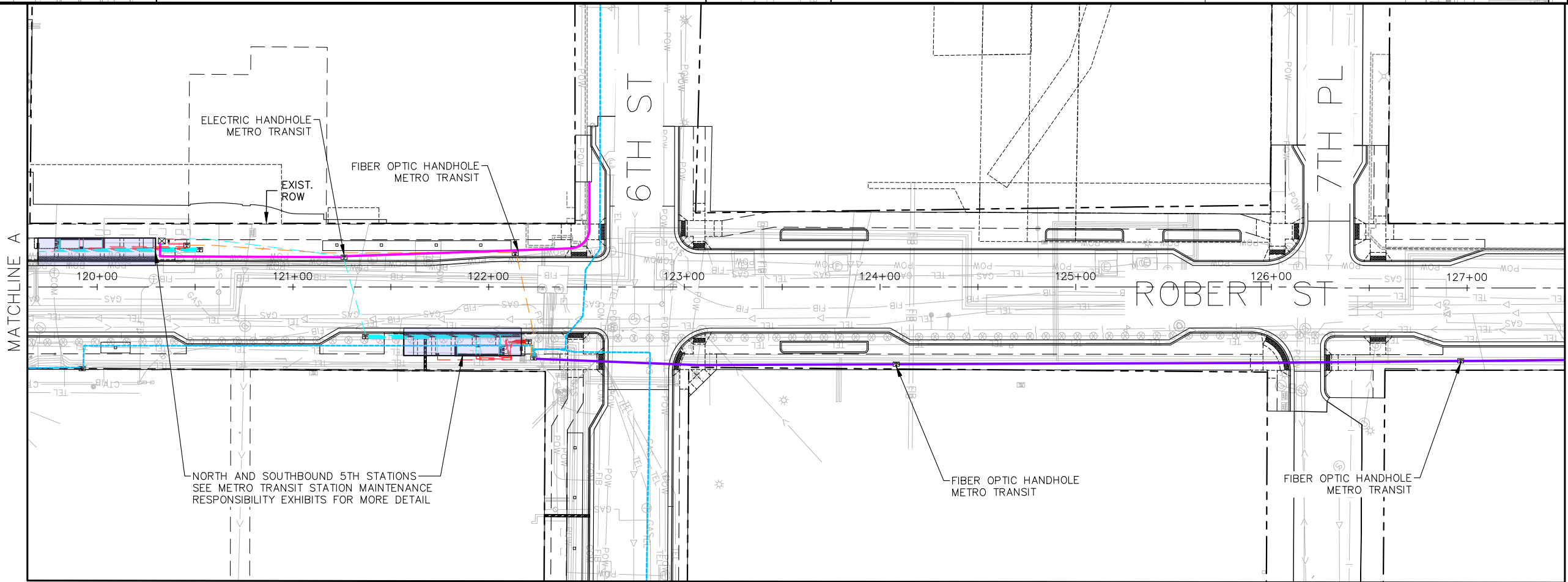
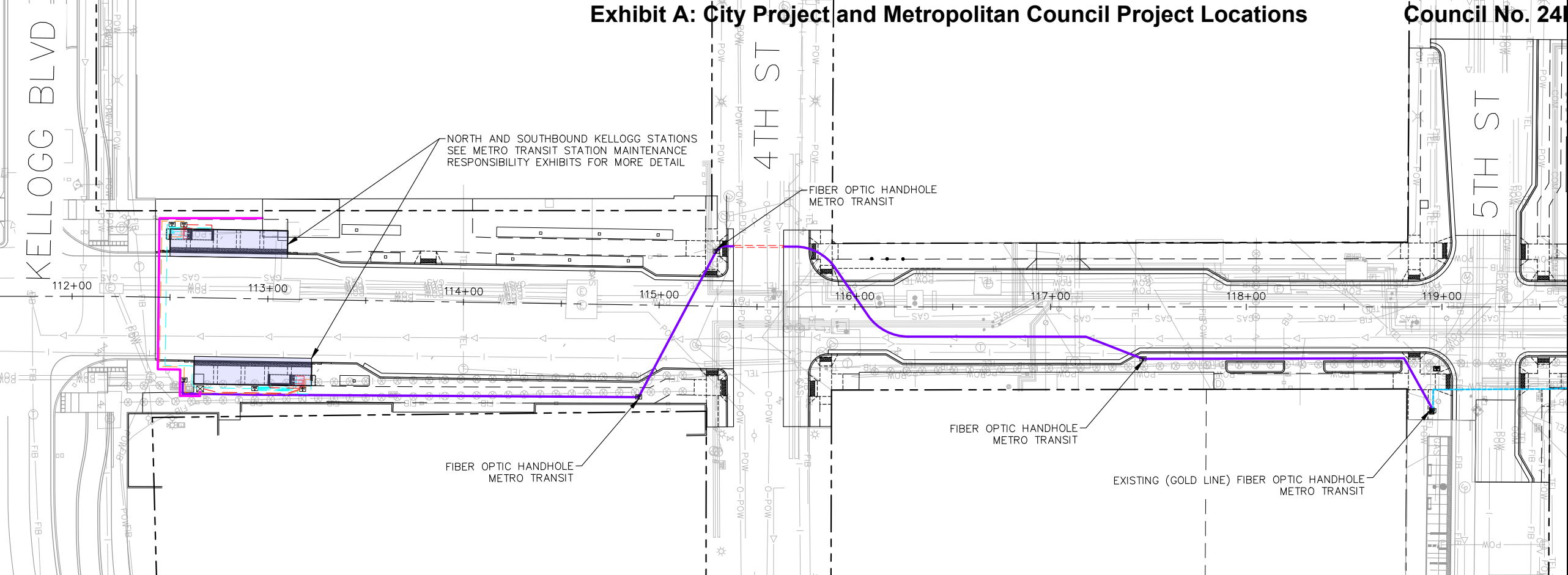
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Exhibit A: City Project and Metropolitan Council Project Locations

Council No. 241013

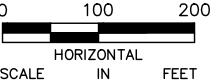
METRO TRANSIT MAINTENANCE RESPONSIBILITIES

- COMM CONDUIT UG CONDUIT (2-1.5" HDPE)
- 3" ELECTRICAL CONDUIT (SOP TO SEC)
- 1" PVC UNDERGROUND DATA CONDUIT
- 3" PVC 12 STRAND SMFO UNDERGROUND CONDUIT
- 3" ELECTRICAL CONDUIT
- EXISTING-PR. 2-1.5" HDPE CONDUIT - 288 STRAND SMFO CABLE (GOLD LINE PROJECT)
- STATION AREA UNDER THE RESPONSIBILITY OF METRO TRANSIT (SEE METRO TRANSIT STATION MAINTENANCE RESPONSIBILITY EXHIBITS)
- FIBER OPTIC HANDHOLE
- COMMUNICATION HANDHOLE
- ELECTRIC HANDHOLE
- STATION ELECTRIC CABINET



ROBERT STREET RECONSTRUCTION
METRO TRANSIT STATION AND
CONDUIT OWNERSHIP EXHIBIT

05/2025



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Council No. 241013

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- STATION AREA UNDER THE RESPONSIBILITY OF METRO TRANSIT (SEE METRO TRANSIT STATION MAINTENANCE RESPONSIBILITY EXHIBITS)
- FIBER OPTIC HANDHOLE
- COMMUNICATION HANDHOLE
- ELECTRIC HANDHOLE
- STATION ELECTRIC CABINET

MATCHLINE B

MATCHLINE C

MATCHLINE C

ROBERT STREET RECONSTRUCTION
METRO TRANSIT STATION AND
CONDUIT OWNERSHIP EXHIBIT

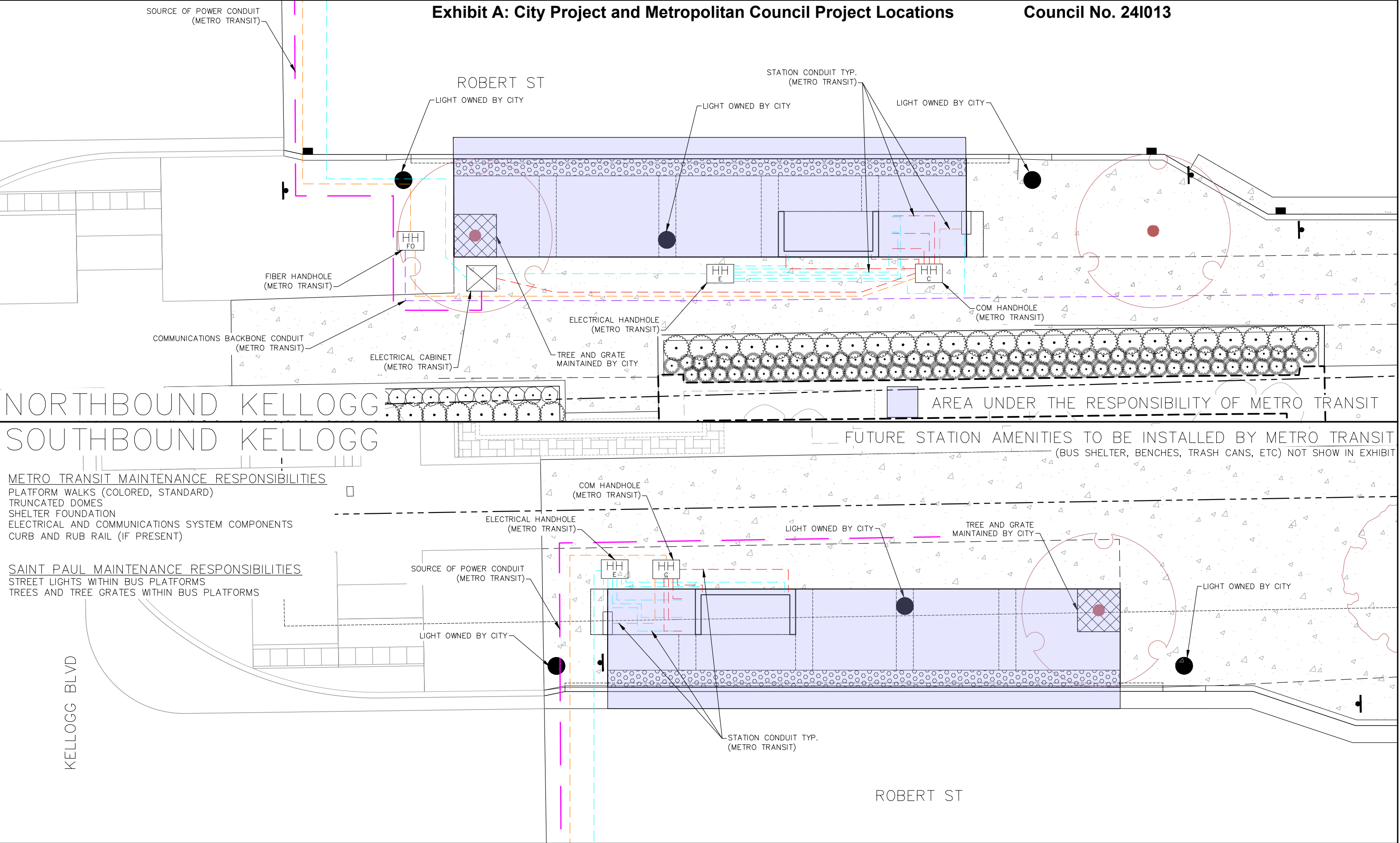
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Exhibit A: City Project and Metropolitan Council Project Locations

Council No. 241013

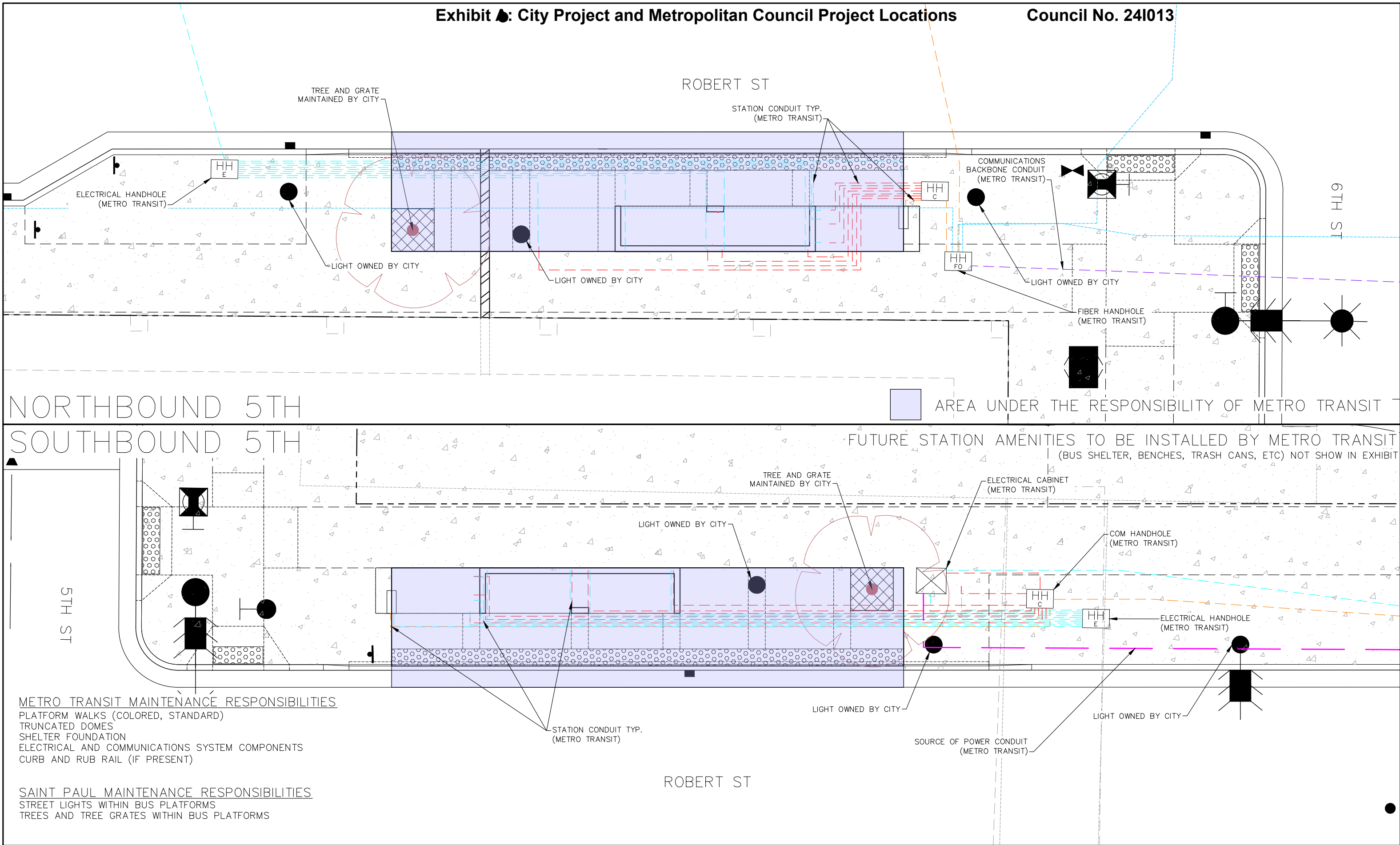


ROBERT STREET RECONSTRUCTION
METRO TRANSIT STATION MAINTENANCE
RESPONSIBILITY EXHIBIT

05/2025



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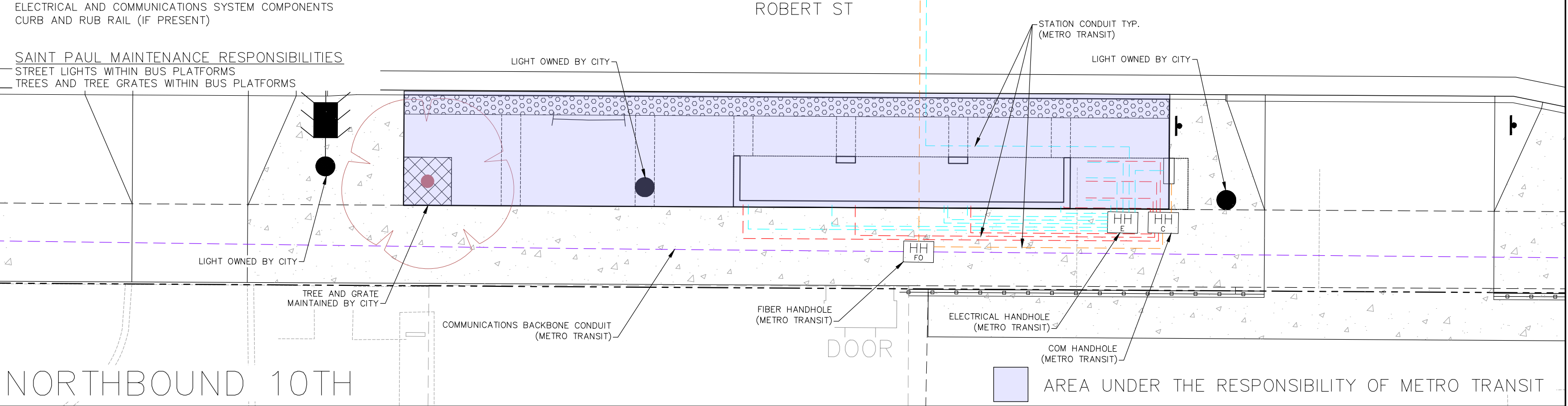
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Exhibit A: City Project and Metropolitan Council Project Locations

Council No. 24I013

METRO TRANSIT MAINTENANCE RESPONSIBILITIES
PLATFORM WALKS (COLORED, STANDARD)
TRUNCATED DOMES
SHELTER FOUNDATION
ELECTRICAL AND COMMUNICATIONS SYSTEM COMPONENTS
CURB AND RUB RAIL (IF PRESENT)

SAINT PAUL MAINTENANCE RESPONSIBILITIES
STREET LIGHTS WITHIN BUS PLATFORMS
TREES AND TREE GRATES WITHIN BUS PLATFORMS



FUTURE STATION AMENITIES TO BE INSTALLED BY METRO TRANSIT
(BUS SHELTER, BENCHES, TRASH CANS, ETC) NOT SHOW IN EXHIBIT

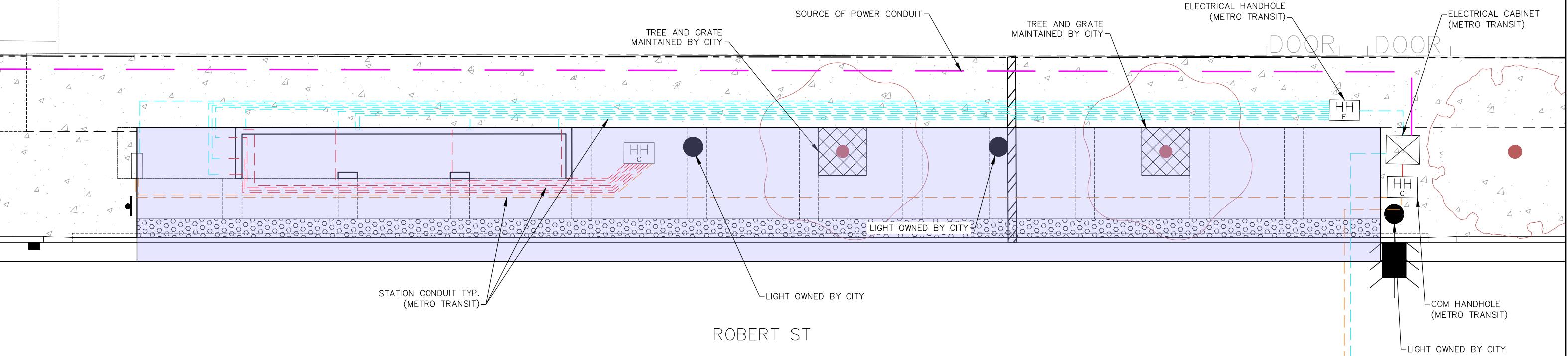


Exhibit B
Council Project Construction Costs Estimates

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EXHIBIT B - METRO TRANSIT G LINE COST ESTIMATES**Metropolitan Council No. 24I013**

4/24/2025

Item	Basis	Metro Transit Cost
CONSTRUCTION		
(a) Metro G Line Construction		\$ 525,715
(b) CONSTRUCTION TOTAL		\$ 525,715
CONSTRUCTION CONTINGENCY (10%)		
(c) METRO G Line Construction Change Order Contingency	10% x (b)	\$ 52,571
(d) CONSTRUCTION CONTINGENCY TOTAL		\$ 52,571
CONSTRUCTION ADMINISTRATION		
(e) METRO G Line Construction Administration	10% x (b+d)	\$ 57,829
(f) CONSTRUCTION ADMINISTRATION TOTAL		\$ 57,829
SUMMARY		
(g) CONSTRUCTION		\$ 525,715
(h) CONSTRUCTION CONTINGENCY		\$ 52,571
(i) CONSTRUCTION ADMINISTRATION		\$ 57,829
AGREEMENT TOTAL		\$ 636,115

Exhibit B: Council Project Construction Cost Estimates

Council No. 24I013

ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL ESTIMATED QUANTITY	UNIT COST	TOTAL COST	ROBERT STREET RECONSTRUCTION (S.P. 164-010-081)		NON-FEDERAL AID PARTICIPATING		CITY OF SAINT PAUL		METRO TRANSIT G LINE	
						FEDERAL AID PARTICIPATING		CITY OF SAINT PAUL		LOCAL FUNDS		LOCAL FUNDS	
						ROADWAY		STORM SEWER		LOCAL FUNDS		LOCAL FUNDS	
						ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST
2011.601	AS BUILT	LUMP SUM	1	\$ 22,500.00	\$ 22,500.00	0.91	\$ 20,475.00			0.09	\$ 2,025.00		
2021.501	MOBILIZATION	LUMP SUM	1	\$ 926,000.00	\$ 926,000.00	0.87	\$ 805,620.00	0.04	\$ 37,040.00	0.04	\$ 37,040.00	0.05	\$ 46,300.00
2031.502	FIELD OFFICE	EACH	1	\$ 50,000.00	\$ 50,000.00	0.87	\$ 43,500.00	0.04	\$ 2,000.00	0.04	\$ 2,000.00	0.05	\$ 2,500.00
2041.610	TRAINEES	HOUR	2500	\$ 1.00	\$ 2,500.00	2500	\$ 2,500.00						
2101.502	CLEARING	EACH	20	\$ 400.00	\$ 8,000.00	14	\$ 5,600.00					6	\$ 2,400.00
2101.502	GRUBBING	EACH	21	\$ 150.00	\$ 3,150.00	15	\$ 2,250.00					6	\$ 900.00
2104.502	REMOVE TREE GRATE	EACH	3	\$ 350.00	\$ 1,050.00	3	\$ 1,050.00						
2104.502	REMOVE PARKING METER	EACH	14	\$ 150.00	\$ 2,100.00	13	\$ 1,950.00			1	\$ 150.00		
2104.502	REMOVE BIKE POST OR RACK	EACH	11	\$ 150.00	\$ 1,650.00	11	\$ 1,650.00						
2104.502	REMOVE UNDERGROUND TANK	EACH	2	\$ 3,500.00	\$ 7,000.00	2	\$ 7,000.00						
2104.502	REMOVE BOLLARDS	EACH	12	\$ 200.00	\$ 2,400.00	12	\$ 2,400.00						
2104.502	REMOVE LIGHT POLE FOUNDATION	EACH	56	\$ 650.00	\$ 36,400.00	56	\$ 36,400.00						
2104.502	REMOVE CONCRETE STEPS	EACH	2	\$ 500.00	\$ 1,000.00	2	\$ 1,000.00						
2104.502	REMOVE CATCH BASIN	EACH	40	\$ 650.00	\$ 26,000.00	38	\$ 24,700.00			2	\$ 1,300.00		
2104.502	REMOVE DRAINAGE STRUCTURE	EACH	11	\$ 750.00	\$ 8,250.00	10	\$ 7,500.00			1	\$ 750.00		
2104.502	REMOVE SIGN	EACH	99	\$ 32.00	\$ 3,168.00	99	\$ 3,168.00						
2104.502	REMOVE SIGNAL SYSTEM B	EACH	1	\$ 5,800.00	\$ 5,800.00	1	\$ 5,800.00						
2104.502	REMOVE SIGNAL SYSTEM C	EACH	1	\$ 4,300.00	\$ 4,300.00	1	\$ 4,300.00						
2104.502	REMOVE SIGNAL SYSTEM D	EACH	1	\$ 4,700.00	\$ 4,700.00	1	\$ 4,700.00						
2104.502	REMOVE SIGNAL SYSTEM E	EACH	1	\$ 5,500.00	\$ 5,500.00	1	\$ 5,500.00						
2104.502	REMOVE SIGNAL SYSTEM F	EACH	1	\$ 3,700.00	\$ 3,700.00	1	\$ 3,700.00						
2104.502	REMOVE SIGNAL SYSTEM G	EACH	1	\$ 3,300.00	\$ 3,300.00	1	\$ 3,300.00						
2104.502	REMOVE SIGNAL SYSTEM H	EACH	1	\$ 6,100.00	\$ 6,100.00	1	\$ 6,100.00						
2104.502	REMOVE HANDHOLE	EACH	29	\$ 550.00	\$ 15,950.00	29	\$ 15,950.00						
2104.502	SALVAGE FLAGPOLE	EACH	3	\$ 1,500.00	\$ 4,500.00	3	\$ 4,500.00						
2104.502	SALVAGE SIGN PANEL TYPE SPECIAL	EACH	25	\$ 32.00	\$ 800.00	19	\$ 608.00			6	\$ 192.00		
2104.502	SALVAGE PLANTER (ROUND BOWL)	EACH	1	\$ 350.00	\$ 350.00	1	\$ 350.00						
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	2885	\$ 5.00	\$ 14,425.00	2511	\$ 12,555.00			374	\$ 1,870.00		
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	875	\$ 6.00	\$ 5,250.00	713	\$ 4,278.00			162	\$ 972.00		
2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	1934	\$ 25.00	\$ 48,350.00	1882	\$ 47,050.00			52	\$ 1,300.00		
2104.503	REMOVE CURB & GUTTER	LIN FT	7470	\$ 0.40	\$ 2,988.00	6962	\$ 2,784.80			508	\$ 203.20		
2104.503	REMOVE RETAINING WALL	LIN FT	30	\$ 15.00	\$ 450.00	30	\$ 450.00						
2104.503	REMOVE UTILITY CONDUIT/DUCTBANK	LIN FT	1000	\$ 25.00	\$ 25,000.00	1000	\$ 25,000.00						
2104.503	REMOVE TRENCH DRAIN	LIN FT	39	\$ 25.00	\$ 975.00	27	\$ 675.00			12	\$ 300.00		
2104.503	ABATE ASBESTOS-CONTAINING PIPES	LIN FT	300	\$ 25.00	\$ 7,500.00					300	\$ 7,500.00		
2104.504	REMOVE PAVEMENT	SQ YD	18847	\$ 17.50	\$ 329,822.50	16476	\$ 288,330.00			2371	\$ 41,492.50		
2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	346	\$ 17.50	\$ 6,055.00	346	\$ 6,055.00						
2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	673	\$ 17.50	\$ 11,777.50	590	\$ 10,325.00			83	\$ 1,452.50		
2104.507	REMOVE CONCRETE FOUNDATIONS (3 FT DEPTH)	CU YD	1500	\$ 4.00	\$ 6,000.00	1500	\$ 6,000.00						
2104.518	REMOVE REINFORCED CONCRETE SLAB	SQ FT	2550	\$ 5.50	\$ 14,025.00	2550	\$ 14,025.00						
2104.518	REMOVE CONCRETE WALK	SQ FT	73190	\$ 1.80	\$ 131,742.00	67971	\$ 122,347.80			5219	\$ 9,394.20		
2104.518	REMOVE HEATED CONCRETE WALK	SQ FT	6870	\$ 3.00	\$ 20,610.00	6870	\$ 20,610.00						
2104.518	REMOVE STREETCAR TRACKS	SQ FT	43200	\$ 0.10	\$ 4,320.00	39000	\$ 3,900.00			4200	\$ 420.00		
2104.601	HAUL SALVAGED MATERIAL	LUMP SUM	1	\$ 1,000.00	\$ 1,000.00					1	\$ 1,000.00		
2104.618	REMOVE BRICK PAVERS	SQ FT	825	\$ 5.00	\$ 4,125.00	825	\$ 4,125.00						
2105.607	STRUCTURAL SOIL BORROW (CV)	CU YD	1050	\$ 192.00	\$ 201,600.00	1050	\$ 201,600.00						
2106.507	EXCAVATION - ROCK (STORM SEWER)	CU YD	1200	\$ 4.50	\$ 5,400.00	1200	\$ 5,400.00						
2106.507	EXCAVATION - COMMON	CU YD	8092	\$ 25.00	\$ 202,300.00	7325	\$ 183,125.00			567	\$ 14,175.00	200	\$ 5,000.00
2106.507	EXCAVATION - SUBGRADE	CU YD	7600	\$ 0.15	\$ 1,140.00	7500	\$ 1,125.00			100	\$ 15.00		
2106.507	SELECT GRANULAR EMBANKMENT (CV)	CU YD	7600	\$ 0.20	\$ 1,520.00	7500	\$ 1,500.00			100	\$ 20.00		
2106.507	COMMON EMBANKMENT (CV)	CU YD	1249	\$ 40.00	\$ 49,960.00	1065	\$ 42,600.00			84	\$ 3,360.00	100	\$ 4,000.00
2106.609	HAUL & DISPOSE OF CONTAMINATED MATERIAL	TON	5000	\$ 25.00	\$ 125,000.00	5000	\$ 125,000.00						
2106.609	HAUL & DISPOSE OF RUBBLE	TON	7500	\$ 0.25	\$ 1,875.00	7500	\$ 1,875.00						
2123.610	TRACTOR MOUNTED BACKHOE	HOUR	400	\$ 1.00	\$ 400.00	400	\$ 400.00						
2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	500	\$ 0.50	\$ 250.00	500	\$ 250.00						

Exhibit B: Council Project Construction Cost Estimates

Council No. 24I013

						ROBERT STREET RECONSTRUCTION (S.P. 164-010-081)		NON-FEDERAL AID PARTICIPATING			
						FEDERAL AID PARTICIPATING		CITY OF SAINT PAUL		METRO TRANSIT G LINE	
						ROADWAY		STORM SEWER		LOCAL FUNDS	
ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL ESTIMATED QUANTITY	UNIT COST	TOTAL COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST
2130.523	WATER	M GALLON	1000	\$ 0.10	\$ 100.00	1000	\$ 100.00				
2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	4973	\$ 80.00	\$ 397,840.00	4082	\$ 326,560.00			731	\$ 58,480.00
2232.504	MILL BITUMINOUS SURFACE (2.0")	SQ YD	275	\$ 11.00	\$ 3,025.00					275	\$ 3,025.00
2301.502	DOWEL BAR	EACH	13520	\$ 15.00	\$ 202,800.00	13520	\$ 202,800.00				
2301.504	CONCRETE PAVEMENT 10.0"	SQ YD	11227	\$ 136.00	\$ 1,526,872.00	10627	\$ 1,445,272.00			600	\$ 81,600.00
2301.504	CONCRETE PAVEMENT 10.0" HIGH-EARLY	SQ YD	2806	\$ 143.00	\$ 401,258.00	2656	\$ 379,808.00			150	\$ 21,450.00
2301.508	SUPPLEMENTAL PAVEMENT REINFORCEMENT	POUND	30000	\$ 3.00	\$ 90,000.00	30000	\$ 90,000.00				
2301.518	HEATED CONCRETE PAVEMENT 6"	SQ FT	6380	\$ 34.50	\$ 220,110.00	6380	\$ 220,110.00				
2301.603	PERMANENT HEADER	LIN FT	567	\$ 35.00	\$ 19,845.00	567	\$ 19,845.00				
2331.603	SAWED & SEALED JOINT	LIN FT	100	\$ 25.00	\$ 2,500.00	100	\$ 2,500.00				
2360.509	TYPE SP 9.5 WEARING COURSE MIX (2.B)	TON	18	\$ 160.00	\$ 2,880.00	18	\$ 2,880.00				
2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (4.B)	TON	1209	\$ 75.00	\$ 90,675.00	735	\$ 55,125.00			474	\$ 35,550.00
2360.509	TYPE SP 12.5 WEARING COURSE MIX (4.F)	TON	1279	\$ 105.00	\$ 134,295.00	774	\$ 81,270.00			505	\$ 53,025.00
2411.601	SPECIALTY PLANTER A	LUMP SUM	1	\$ 32,000.00	\$ 32,000.00	1	\$ 32,000.00				
2411.601	SPECIALTY PLANTER B	LUMP SUM	1	\$ 36,500.00	\$ 36,500.00	1	\$ 36,500.00				
2411.601	SPECIALTY PLANTER C	LUMP SUM	1	\$ 39,000.00	\$ 39,000.00	1	\$ 39,000.00				
2411.601	SPECIALTY PLANTER D	LUMP SUM	1	\$ 36,500.00	\$ 36,500.00	1	\$ 36,500.00				
2411.601	SPECIALTY PLANTER E	LUMP SUM	1	\$ 36,500.00	\$ 36,500.00	1	\$ 36,500.00				
2411.601	SPECIALTY PLANTER F	LUMP SUM	1	\$ 39,000.00	\$ 39,000.00	1	\$ 39,000.00				
2411.603	THICKENED PLANTER CURB	LIN FT	690	\$ 106.00	\$ 73,140.00	690	\$ 73,140.00				
2412.503	5X6 PRECAST CONCRETE BOX CULVERT	LIN FT	70	\$ 1,345.00	\$ 94,150.00	70	\$ 94,150.00				
2412.503	8X3 PRECAST CONCRETE BOX CULVERT	LIN FT	50	\$ 1,680.00	\$ 83,000.00	50	\$ 83,000.00				
2412.503	8X4 PRECAST CONCRETE BOX CULVERT	LIN FT	80	\$ 1,415.00	\$ 113,200.00	80	\$ 113,200.00				
2412.503	8X7 PRECAST CONCRETE BOX CULVERT	LIN FT	55	\$ 1,820.00	\$ 100,100.00	55	\$ 100,100.00				
2475.503	ORNAMENTAL METAL RAILING - 28"	LIN FT	346	\$ 301.00	\$ 104,146.00	346	\$ 104,146.00				
2502.503	6" PVC PIPE DRAIN	LIN FT	8	\$ 250.00	\$ 2,000.00	8	\$ 2,000.00				
2503.503	8" PVC PIPE SEWER	LIN FT	153	\$ 155.00	\$ 23,715.00			153	\$ 23,715.00		
2503.503	14" DUCTILE IRON PIPE SEWER CL 52	LIN FT	1507	\$ 171.00	\$ 257,697.00			1507	\$ 257,697.00		
2503.602	CONSTRUCT BULKHEAD	EACH	3	\$ 3,000.00	\$ 9,000.00			3	\$ 9,000.00		
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	12	\$ 1,900.00	\$ 22,800.00			11	\$ 20,900.00	1	\$ 1,900.00
2503.603	TRENCH DRAIN	LIN FT	63	\$ 300.00	\$ 18,900.00	40	\$ 12,000.00			23	\$ 6,900.00
2503.603	CLEAN AND TELEVIEW STORM SEWER	LIN FT	3750	\$ 5.00	\$ 18,750.00			3750	\$ 18,750.00		
2503.603	CLEAN AND TELEVIEW SANITARY SEWER	LIN FT	3500	\$ 4.40	\$ 15,400.00					3500	\$ 15,400.00
2504.602	ADJUST GATE VALVE & BOX	EACH	62	\$ 550.00	\$ 34,100.00	56	\$ 30,800.00			6	\$ 3,300.00
2504.602	ADJUST CURB STOP	EACH	6	\$ 600.00	\$ 3,600.00	6	\$ 3,600.00				
2504.604	2" POLYSTYRENE INSULATION	SQ YD	90	\$ 100.00	\$ 9,000.00			90	\$ 9,000.00		
2506.502	CASTING ASSEMBLY	EACH	46	\$ 1,000.00	\$ 46,000.00	44	\$ 44,000.00			2	\$ 2,000.00
2506.502	ADJUST FRAME & RING CASTING	EACH	44	\$ 750.00	\$ 33,000.00	42	\$ 31,500.00			2	\$ 1,500.00
2506.502	CONSTRUCT DRAINAGE DES SPEC 1	EACH	24	\$ 6,100.00	\$ 146,400.00			24	\$ 146,400.00		
2506.502	CONSTRUCT DRAINAGE DES SPEC 2	EACH	1	\$ 65,000.00	\$ 65,000.00	1	\$ 65,000.00				
2506.502	CONSTRUCT DRAINAGE DES SPEC 3	EACH	1	\$ 69,000.00	\$ 69,000.00	1	\$ 69,000.00				
2506.502	CONSTRUCT DRAINAGE DES SPEC 4	EACH	1	\$ 71,000.00	\$ 71,000.00	1	\$ 71,000.00				
2506.502	CONSTRUCT DRAINAGE DES SPEC 5	EACH	1	\$ 65,000.00	\$ 65,000.00	1	\$ 65,000.00				
2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	LIN FT	221	\$ 850.00	\$ 187,850.00			206	\$ 175,100.00	15	\$ 12,750.00
2506.503	CONST DRAINAGE STRUCTURE DES 72-4020	LIN FT	79	\$ 1,750.00	\$ 138,250.00			79	\$ 138,250.00		
2506.602	RECONSTRUCT DRAINAGE STRUCTURE	LIN FT	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00				
2506.602	UTILITY VERIFICATION HOLE	EACH	50	\$ 40.00	\$ 2,000.00			50	\$ 2,000.00		
2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	1	\$ 5,000.00	\$ 5,000.00			1	\$ 5,000.00		
2506.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	7	\$ 2,000.00	\$ 14,000.00			7	\$ 14,000.00		
2506.602	ADJUST FRAME & RING CASTING (SPECIAL)	EACH	4	\$ 1,500.00	\$ 6,000.00			4	\$ 6,000.00		
2521.518	4" CONCRETE WALK	SQ FT	6309	\$ 11.25	\$ 70,976.25	6309	\$ 70,976.25				
2521.518	6" CONCRETE WALK	SQ FT	89263	\$ 11.25	\$ 1,004,208.75	83402	\$ 938,272.50			5226	\$ 58,792.50
										635	\$ 7,143.75

Exhibit B: Council Project Construction Cost Estimates

Council No. 24I013

						ROBERT STREET RECONSTRUCTION (S.P. 164-010-081)				NON-FEDERAL AID PARTICIPATING			
						FEDERAL AID PARTICIPATING				CITY OF SAINT PAUL		METRO TRANSIT G LINE	
						ROADWAY		STORM SEWER		LOCAL FUNDS		LOCAL FUNDS	
ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL ESTIMATED QUANTITY	UNIT COST	TOTAL COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST
2521.518	6" CONCRETE WALK SPECIAL (BLACK ICE)	SQ FT	3260	\$ 18.00	\$ 58,680.00								
2521.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	5370	\$ 10.00	\$ 53,700.00	5040	\$ 50,400.00			330	\$ 3,300.00	3260	\$ 58,680.00
2521.618	CONCRETE CURB RAMP WALK	SQ FT	1698	\$ 16.00	\$ 27,168.00	1698	\$ 27,168.00						
2531.503	CONCRETE CURB & GUTTER DESIGN B424	LIN FT	448	\$ 41.00	\$ 18,368.00	141	\$ 5,781.00			307	\$ 12,587.00		
2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	5402	\$ 41.00	\$ 221,482.00	5219	\$ 213,979.00			183	\$ 7,503.00		
2531.503	CONCRETE CURB & GUTTER DESIGN B924 (MOD)	LIN FT	216	\$ 52.00	\$ 11,232.00	108	\$ 5,616.00					108	\$ 5,616.00
2531.503	CONCRETE CURB DESIGN B9 (MOD)	LIN FT	70	\$ 50.00	\$ 3,500.00	35	\$ 1,750.00					35	\$ 1,750.00
2531.503	CONCRETE CURB & GUTTER DESIGN B1024 (MOD)	LIN FT	230	\$ 95.00	\$ 21,850.00	115	\$ 10,925.00					115	\$ 10,925.00
2531.503	CONCRETE CURB DESIGN B6	LIN FT	150	\$ 60.00	\$ 9,000.00	150	\$ 9,000.00						
2531.504	8.0" CONCRETE DRIVEWAY PAVEMENT HIGH-EARLY	SQ YD	412	\$ 127.00	\$ 52,324.00	361	\$ 45,847.00			51	\$ 6,477.00		
2531.603	CONCRETE SILL	LIN FT	384	\$ 29.00	\$ 11,136.00	384	\$ 11,136.00						
2531.603	CONCRETE CURB & GUTTER	LIN FT	875	\$ 45.00	\$ 39,375.00	875	\$ 39,375.00						
2531.618	LINEAR TACTILE STRIP	SQ FT	20	\$ 200.00	\$ 4,000.00	20	\$ 4,000.00						
2531.618	TRUNCATED DOMES	SQ FT	1940	\$ 65.00	\$ 126,100.00	1040	\$ 67,600.00					900	\$ 58,500.00
2540.601	ENHANCED BUS STOP SITE A (KELLOGG NB)	LUMP SUM	1	\$ 29,200.00	\$ 29,200.00							1	\$ 29,200.00
2540.601	ENHANCED BUS STOP SITE B (KELLOGG SB)	LUMP SUM	1	\$ 26,300.00	\$ 26,300.00							1	\$ 26,300.00
2540.601	ENHANCED BUS STOP SITE C (5TH-6TH NB)	LUMP SUM	1	\$ 37,200.00	\$ 37,200.00							1	\$ 37,200.00
2540.601	ENHANCED BUS STOP SITE D (5TH-6TH SB)	LUMP SUM	1	\$ 41,200.00	\$ 41,200.00							1	\$ 41,200.00
2540.601	ENHANCED BUS STOP SITE E (10TH NB)	LUMP SUM	1	\$ 41,800.00	\$ 41,800.00							1	\$ 41,800.00
2540.601	ENHANCED BUS STOP SITE F (10TH SB)	LUMP SUM	1	\$ 53,500.00	\$ 53,500.00							1	\$ 53,500.00
2540.601	METRO TRANSIT G LINE COMMUNICATIONS SYSTEM	LUMP SUM	1	\$ 80,000.00	\$ 80,000.00							1	\$ 80,000.00
2540.602	BICYCLE RACK	EACH	42	\$ 550.00	\$ 23,100.00	42	\$ 23,100.00						
2540.602	WASTE RECEPTACLE	EACH	30	\$ 5,240.00	\$ 157,200.00	30	\$ 157,200.00						
2540.602	INSTALL SALVAGED PLANTER (ROUND BOWL)	EACH	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00						
2540.602	INSTALL FLAGPOLE	EACH	3	\$ 1,500.00	\$ 4,500.00	3	\$ 4,500.00						
2540.618	BRICK PAVERS	SQ FT	5755	\$ 14.80	\$ 85,174.00	4828	\$ 71,454.40			927	\$ 13,719.60		
2545.601	TEMPORARY LIGHTING	LUMP SUM	1	\$ 63,000.00	\$ 63,000.00	1	\$ 63,000.00						
2550.601	TEMPORARY POLE FOR POLICE CAMERA	EACH	1	\$ 2,900.00	\$ 2,900.00	1	\$ 2,900.00						
2550.602	FIBER OPTIC CABLE SPLICING	EACH	44	\$ 2,050.00	\$ 90,200.00	44	\$ 90,200.00						
2563.601	TRAFFIC CONTROL SUPERVISOR	LUMP SUM	1	\$ 2,500.00	\$ 2,500.00	0.91	\$ 2,275.00			0.09	\$ 225.00		
2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$ 57,500.00	\$ 57,500.00	0.91	\$ 52,325.00			0.09	\$ 5,175.00		
2563.601	ALTERNATE PEDESTRIAN ROUTE	LUMP SUM	1	\$ 2,500.00	\$ 2,500.00	0.91	\$ 2,275.00			0.09	\$ 225.00		
2563.610	POLICE OFFICER	HOURLY	400	\$ 200.00	\$ 80,000.00	400	\$ 80,000.00						
2563.613	PORTABLE CHANGEABLE MESSAGE SIGN	UNIT DAY	125	\$ 78.00	\$ 9,750.00	125	\$ 9,750.00						
2563.618	CONSTRUCTION SIGN-SPECIAL	SQ FT	100	\$ 19.00	\$ 1,900.00	100	\$ 1,900.00						
2564.502	INSTALL SIGN PANEL TYPE SPECIAL	EACH	19	\$ 130.00	\$ 2,470.00	16	\$ 2,080.00			3	\$ 390.00		
2564.518	SIGN PANELS TYPE SPECIAL A	SQ FT	8	\$ 210.00	\$ 1,680.00	8	\$ 1,680.00						
2564.602	SIGN COLLAR	EACH	123	\$ 250.00	\$ 30,750.00	118	\$ 29,500.00			5	\$ 1,250.00		
2564.602	DELINEATOR / MARKER SIGN	EACH	33	\$ 140.00	\$ 4,620.00	33	\$ 4,620.00						
2564.618	SIGN TYPE C	SQ FT	250	\$ 100.00	\$ 25,000.00	242	\$ 24,200.00			8	\$ 800.00		
2565.501	TRAFFIC CONTROL PROTECT/REVISE/NEW INTERCONNECT	LUMP SUM	1	\$ 89,000.00	\$ 89,000.00	1	\$ 89,000.00						
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM B	SYSTEM	1	\$ 296,000.00	\$ 296,000.00	1	\$ 296,000.00						
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM C	SYSTEM	1	\$ 295,000.00	\$ 295,000.00	1	\$ 295,000.00						
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM D	SYSTEM	1	\$ 290,000.00	\$ 290,000.00	1	\$ 290,000.00						
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM E	SYSTEM	1	\$ 379,000.00	\$ 379,000.00	1	\$ 379,000.00						
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM F	SYSTEM	1	\$ 339,000.00	\$ 339,000.00	1	\$ 339,000.00						
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM G	SYSTEM	1	\$ 284,000.00	\$ 284,000.00	1	\$ 284,000.00						
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM H	SYSTEM	1	\$ 306,000.00	\$ 306,000.00	1	\$ 306,000.00						
2565.601	TEMPORARY SIGNAL SYSTEM A	EACH	1	\$ 93,000.00	\$ 93,000.00	1	\$ 93,000.00						
2565.616	REVISE SIGNAL SYSTEM A	SYSTEM	1	\$ 306,000.00	\$ 306,000.00	1	\$ 306,000.00						
2571.502	DECIDUOUS TREE 2.5" CAL B&B	EACH	52	\$ 1,010.00	\$ 52,520.00	52	\$ 52,520.00						
2571.502	DECIDUOUS SHRUB NO 5 CONT	EACH	143	\$ 136.00	\$ 19,448.00	143	\$ 19,448.00						
2571.502	PERENNIAL NO 1 CONT	EACH	191	\$ 45.00	\$ 8,595.00	191	\$ 8,595.00						
2571.502	ORNAMENTAL GRASS NO 1 CONT	EACH	434	\$ 44.00	\$ 19,096.00	434	\$ 19,096.00						
2571.602	TREE GRATE	EACH	7	\$ 5,750.00	\$ 40,250.00	7	\$ 40,250.00						
2571.602	TREE PROTECTION	EACH	9	\$ 350.00	\$ 3,150.00	9	\$ 3,150.00						

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Council No. 24I013

						ROBERT STREET RECONSTRUCTION (S.P. 164-010-081)		NON-FEDERAL AID PARTICIPATING			
						FEDERAL AID PARTICIPATING		CITY OF SAINT PAUL		METRO TRANSIT G LINE	
						ROADWAY		STORM SEWER		LOCAL FUNDS	
						ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST
ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL ESTIMATED QUANTITY	UNIT COST	TOTAL COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST
2572.503	TEMPORARY FENCE	LIN FT	500	\$ 12.00	\$ 6,000.00	500	\$ 6,000.00				
2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00				
2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00				
2573.502	STORM DRAIN INLET PROTECTION	EACH	103	\$ 150.00	\$ 15,450.00	103	\$ 15,450.00				
2573.510	SEDIMENT REMOVAL VAC TRUCK	HOURL	200	\$ 5.00	\$ 1,000.00	200	\$ 1,000.00				
2574.507	BOULEVARD TOPSOIL BORROW	CU YD	100	\$ 125.00	\$ 12,500.00	100	\$ 12,500.00				
2582.503	4" DOTTED LINE MULTI COMP GR IN (WR)	LIN FT	18	\$ 6.20	\$ 111.60	18	\$ 111.60				
2582.503	4" SOLID LINE PREF TAPE GR IN	LIN FT	2791	\$ 6.20	\$ 17,304.20	1954	\$ 12,114.80			837	\$ 5,189.40
2582.503	8" SOLID LINE PREF TAPE GR IN	LIN FT	449	\$ 12.30	\$ 5,522.70	449	\$ 5,522.70				
2582.503	24" SOLID LINE PREF TAPE GR IN	LIN FT	202	\$ 41.00	\$ 8,282.00	202	\$ 8,282.00				
2582.503	4" BROKEN LINE PREF TAPE GR IN	LIN FT	220	\$ 6.20	\$ 1,364.00	170	\$ 1,054.00			50	\$ 310.00
2582.503	4" DOTTED LINE PREF TAPE GR IN	LIN FT	51	\$ 6.20	\$ 316.20	51	\$ 316.20				
2582.503	4" DBLE SOLID LINE PREF TAPE GR IN	LIN FT	3751	\$ 12.30	\$ 46,137.30	3751	\$ 46,137.30				
2582.518	PAVT MSSG PREF TAPE GR IN	SQ FT	402	\$ 42.00	\$ 16,884.00	371	\$ 15,582.00			31	\$ 1,302.00
2582.518	PAVT MSSG PREF THERMO GR IN	SQ FT	78	\$ 42.00	\$ 3,276.00	78	\$ 3,276.00				
2582.518	CROSSWALK PREF TAPE GR IN	SQ FT	4225	\$ 16.00	\$ 67,600.00	4225	\$ 67,600.00				
2582.518	CROSSWALK PREF THERMO GR IN ESR	SQ FT	475	\$ 16.00	\$ 7,600.00	475	\$ 7,600.00				
2582.618	PAVEMENT MARKING SPECIAL - BRANDING - MULTI COMP (WR)	SQ FT	90	\$ 31.00	\$ 2,790.00	90	\$ 2,790.00				
2582.618	PAVEMENT MARKING SPECIAL THERMO GR IN ESR	SQ FT	318	\$ 16.00	\$ 5,088.00	318	\$ 5,088.00				
TOTALS					\$ 13,262,255.00		\$ 11,330,631.35		\$ 864,852.00	\$ 541,056.90	\$ 525,714.75

Exhibit C
Insurance Requirements

(See next page. The remainder of this page is left intentionally blank.)

I. INDEMNIFICATION

1.01 Indemnification. To the fullest extent allowed by law, the Licensee agrees that it will save and protect, hold harmless, indemnify, and defend the Council and its members, agents, and employees against any and all claims, expenses (including, but not limited to, legal expense paid or incurred to enforce the provisions of this Section), losses, damages, or lawsuits for damage or injury that are alleged to arise out of, result from, or attributable to, whether in whole or in part, the Licensee's work, including acts or omissions of its employees, contractors, subcontractors, representatives, or agents, or anyone else for whom Licensee may be liable.

II. INSURANCE AND BOND REQUIREMENTS

2.01 Insurance Requirements. Licensee shall purchase from and maintain during the work, or longer if required elsewhere in this Agreement, in a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, insurance set forth below providing protection from claims which may in any way be related to Licensee's work under the Agreement and for which Licensee may be legally liable, whether such operations be by the Licensee, contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. General Liability and Umbrella Insurance

1.1. Licensee shall maintain commercial general liability (CGL) on an occurrence form (ISO CG 00 01, or its equivalent) and, if necessary, commercial umbrella insurance with a limit of not less than \$5,000,000 each occurrence and a general aggregate limit of not less than \$10,000,000. The general aggregate limit shall apply separately to this project.

1.1.1. CGL insurance shall be written on ISO occurrence form CG 00 01 04 13(or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and contractual liability. Policy must not contain any exclusion for contractual liability assumed within 50' of a Railroad by utilizing ISO CG 24 17, or its equivalent.

1.1.2. Council, its Architect/Engineer, its officers, agents and employees shall be included as an additional insured under the CGL utilizing ISO CG 20 26 04 13 and ISO CG 20 37 04 13, or their equivalent. Such coverage shall be maintained in effect for the benefit of Council, its Architect/Engineer, officers, agents and employees, for a minimum period of three years following Final Acceptance by Council of the work related to this Agreement. This insurance shall be primary and non-contributory with respect to any other insurance or self-insurance programs afforded to

Exhibit C
Liability and Insurance

Council No. 24I013

Council. There shall be no endorsement or modification of the CGL to make it excess over other available insurance.

2. Automobile and Umbrella Liability Insurance

2.1. Licensee shall maintain Business automobile coverage, ISO CA 00 01, 1997 or later edition, and if necessary an Umbrella Liability policy on a following-form basis, for liability arising out of the operation, maintenance or use of any automobile, whether owned, non-owned, rented or leased, with a limit of not less than \$2,000,000 each accident.

2.1.1. Pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached.

2.1.2. Council, its officers, agents and employees shall be included as an additional insured by endorsement, ISO Form CA 20 48 02 99 or equivalent

3. Workers' Compensation and Employers Liability

3.1. Workers' Compensation pursuant to Statute

3.2. Employers Liability with limits not less than \$500,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, \$500,000 policy limit for bodily injury by disease.

4. Contractor Pollution Liability (CPL)

4.1. Licensee shall maintain this coverage with limits not less than \$1,000,000 each claim and \$2,000,000 annual aggregate. Coverage shall include bodily injury, property damage, including loss of use of property, clean-up costs, defense (including costs and expenses incurred in the investigation, defense, or settlement of claims), products and/or completed operations, and contractual liability. Coverage shall also be provided for transport of waste and non-owned disposal sites, if contractor is disposing of waste.

4.2. Council shall also be listed as an insured on such policy.

4.3. If CPL policy is written on a claims-made basis, then retroactive date must precede the earlier of either i.) the effective date of this Agreement, or ii.) the date work begins and shall provide an extended reporting period.

2.02 Other Insurance Provisions. The insurance policies shall contain the following provisions:

1.1. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed, except after thirty days' prior written notice (ten-day notice for cancellation due to non-payment of premium), has been given to Council at the following address:

Exhibit C
Liability and Insurance

Council No. 24I013

**Metropolitan Council
Attn: Risk Management
390 N. Robert St.
Saint Paul, MN 55101**

- 1.2. In addition to notifying its insurer(s) in accordance with the policy, Licensee shall provide prompt written notice (to the address above) as soon as reasonably possible of any accident or loss relating to work performed on behalf of the Council.
- 1.3. Each policy shall be endorsed to state that the insurer agrees to waive all rights of subrogation against Council, its members, agents and employees, for losses arising out of the performance of this Agreement.
- 1.4. Insurance is to be placed with insurers with Best's rating of no less than A:VII.
- 1.5. Licensee shall furnish Council with certificates of insurance and with copies of endorsements evidencing coverage required by this article. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by Council before work commences. Council is not obligated to review certificates or other evidence of insurance, or to advise the Licensee of any deficiencies in such documents, and receipt thereof will not relieve Licensee from, nor be deemed a waiver of the Council's right to enforce, the terms of the Licensee's obligations hereunder. Council will have the right to examine any policy required by this Agreement.

2.04 Non-Waiver of Municipal Immunity and Limits. Nothing in this Agreement shall be construed to waive the municipal immunities or liability limits provided in the Minnesota Municipal Tort Claims Act or other applicable state or federal law.

Exhibit D
FTA Terms

(See next page. The remainder of this page is left intentionally blank.)

Exhibit D - Specific Federal Transit Administration (FTA) Clauses

Supplemental Conditions for FTA-funded projects

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The provisions of this Exhibit are required because this Contract is funded in whole or in part by the United States Department of Transportation ("USDOT"), Federal Transit Administration. The requirements in this Exhibit are in addition to and, unless inconsistent and irreconcilable, do not supplant requirements found elsewhere in this Contract. If any requirement of this Exhibit is inconsistent with a provision found elsewhere in this Contract and is irreconcilable with such provision, the requirement in this Exhibit shall prevail.

ARTICLE FTA-1. DEFINITIONS

- 1.1 **C.F.R.:** The acronym referring to the United States Code of Federal Regulations, which contains regulations applicable to FTA grant recipients and their contractors and subcontractors.
- 1.2 **DOT:** The acronym referring to the United States Department of Transportation. Also represented as USDOT.
- 1.3 **EPA:** The acronym referring to the United States Environmental Protection Agency. Also represented as USEPA.
- 1.4 **FTA:** The acronym referring to the Federal Transit Administration, a public transit regulatory unit of the USDOT, formerly known as the Urban Mass Transit Administration.
- 1.5 **U.S.C.:** The acronym referring to the United States Code.

ARTICLE FTA-2.

ACCESS TO RECORDS, ACCESS TO CONSTRUCTION SITE, AND MAINTENANCE OF RECORDS

- 2.1 **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to examine, inspect, and audit records and information related to performance of this Contract as reasonably may be required.

In accordance with 49 U.S.C. section 5325(g), the Contractor agrees to provide the Council, the Secretary of Transportation, the FTA Administrator, the Comptroller General of the United States, and 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, inspections, excerpts, and transcriptions.

The Contractor also agrees, pursuant to 49 C.F.R. section 633.15, to provide the FTA Administrator or the Administrator's authorized representatives, including any project management oversight ("PMO") contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. section 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. sections 5307, 5309, or 5311.

- 2.2 **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this Contract as may reasonably be required.
- 2.3 **Reproduction of Documents.** The Contractor will retain, and will require its subcontractors at all tiers to retain, complete and readily accessible records related in whole or in part to this Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- 2.4 **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R section 200.333. The Contractor shall maintain all books, records, accounts, and reports

required under this Contract for a period of not less than 3 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 records shall be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

The expiration or termination of this Contract does not alter the record retention or access requirements of this Section.

ARTICLE FTA-3. BUY AMERICA BUILD AMERICA

The provision of this article apply if the value of this Contract (including the value of any amendments) exceeds \$150,000.

- 3.1 **Buy America Provision.** The CONTRACTOR agrees to comply with 49 U.S.C section 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless iron, steel, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. §section 661.7.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented from time to time by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The CONTRACTOR acknowledges this is neither a waiver of § 70914(a) nor a finding under § 70914(b).

ARTICLE FTA-4. CARGO PREFERENCE

- 4.1 **Cargo Preference–Use of United States-Flag Vessels.** The Contractor agrees:
- 4.1.1 To use privately owned United States-Flag commercial vessels to ship at least 50% 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;
 - 4.1.2 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 loading 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 Section 4.1.1 above to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Council (through the Contractor in the case of a lower-tier participating subcontractor’s bill of lading); and
 - 4.1.3 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.
- 4.2 **Fly America Requirements** The Contractor agrees to comply with 49 U.S.C. 40118 (“Fly America Act”) in accordance with the General Services Administration’s regulations at 41 C.F.R. 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 FTA-4.2 in all subcontracts that may involve international air transportation.

ARTICLE FTA-5. EMPLOYEE PROTECTIONS

Certain employee protections apply to all FTA-funded contracts with particular emphasis on construction-related projects. The Contractor will comply with all federal laws, regulations, and requirements, including:

5.1 Prevailing Wage Requirements

- 5.1.1 Federal transit laws, specifically 49 U.S.C. section 5333(a), (“FTA’s Davis-Bacon Related Act”);
- 5.1.2 The Davis-Bacon Act, 40 U.S.C. sections 31441-3144, 3146, and 3147; and
- 5.1.3 U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.

5.2 Anti-Kickback Prohibitions.

- 5.2.1 Section 1 of the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. section 874;
- 5.2.2 Section 2 of the Copeland “Anti-Kickback” Act, as amended, 40 U.S.C. section 3145; and
- 5.2.3 U.S. DOL regulations, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States,” 29 C.F.R. part 3.

5.3 Contract Work Hours and Safety Standards.

- 5.3.1 Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701-3708; and supplemented by Department of Labor (“DOL”) regulations, 29 C.F.R. part 5; and
- 5.3.2 U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. part 1926.

5.4 Flow Down. These requirements extend to all third-party contractors and their contracts at every tier. The Davis-Bacon Act and the Copeland “Anti-Kickback” Act apply to all prime construction, alteration or repair contracts in excess of \$2,000. The Contract Work Hours and Safety Standards Act apply to all FTA funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers.

5.5 Model Clause/Language. The Contractor must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In addition, recipients can draw on the following language for inclusion in their federally funded procurements.

5.6 Prevailing Wage and Anti-Kickback. For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. section 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. sections 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. section 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5.7 Contract Work Hours and Safety Standards. For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or underworking conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily

available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the 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 this clause 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 this clause.

The FTA 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 any subcontractor under any such contract or any other Federal contract with the Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Contractor, such sums as may be determined to be necessary to satisfy any liabilities of the Contractor or any subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Contract.

ARTICLE FTA-6. DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

- 6.1** The Contractor agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200 during the term of this Contract. By signing this Contract, the Contractor certifies that neither it nor its principals, affiliates, or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this Contract by any Federal department or agency. This certification is a material representation of fact upon which the Council relies in entering this Contract. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Council, the Federal Government may pursue available remedies, including suspension or debarment or both. The Contractor shall provide to the Council immediate written notice if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor will include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE FTA-7. ENVIRONMENTAL STANDARDS AND PRACTICES

- 7.1** ***Clean Water Act.*** For any project of \$150,000 or more, 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. sections 1251-1387. The Contractor agrees to report each violation to the Council and understands and agrees that the Council will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency ("EPA") Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.
- 7.2** ***Clean Air Act Compliance.*** For any project of \$150,000 or more, 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. sections 7401-7671q. The Contractor agrees to report each violation to Council and understands and agrees that Council will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

- 7.3 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 federal Energy Policy and Conservation Act.
- 7.4 Recovered Materials.** Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with all the requirements of Section 6002 of the Resource Conservation and Recovery Act ("RCRA") as amended (42 U.S.C. section 6962) and U.S. Environmental Protection Agency, "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

ARTICLE FTA-8. LOBBYING RESTRICTIONS

For any project of \$100,000 or more, the Contractor is required to make the following certifications. The Contractor must also require its contractors or subcontractors to make the following certification in any contracts or subcontracts valued at or above \$100,000.

- 8.1 Certification of Restrictions on Lobbying; Disclosure.** The Contractor certifies, to the best of its knowledge and belief, that no Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor 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.

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

The Contractor 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 Council has relied to enter this Contract. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. section 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.

By its signature on this Contract, 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. Section 3801, *et seq.*, apply to this certification and disclosure, if any.

ARTICLE FTA-9. SEISMIC SAFETY

- 9.1** 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 C.F.R. 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.

ARTICLE FTA-10. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS

- 10.1 National Intelligent Transportation Systems Architecture and Standards.** To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. section 502 note, and to comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and other Federal requirements that may be issued.

ARTICLE FTA-11. Program Fraud and False or Fraudulent Statements or Related Acts

- 11.1 Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. section 3801 *et seq.*, and USDOT regulations, "*Program Fraud Civil Remedies*," 49 C.F.R. part 31, apply to its actions pertaining to this Contract. Upon execution of this 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 this Contract or the FTA-assisted project for which this 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.

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. chapter 53, the Federal Government reserves the right to impose the penalties of 18 U.S.C. section 1001 and 49 U.S.C. section 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above language in each subcontract under this Contract, modified only to identify the subcontractor that will be subject to the provisions.

ARTICLE FTA-12. CIVIL RIGHTS

Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part hereof.

12.1 Nondiscrimination.

12.1.1 Nondiscrimination in Employment. 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, religion, national origin, sex (including gender identity), age, or disability. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

12.1.2 Nondiscrimination in Contracting. The Contractor agrees and assures that it will abide by the following conditions, and that it will include the following assurance in every subagreement and third-party contract it signs: (1) The Contractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, or third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26; and (2) the Contractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable.

12.2 Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Contract:

12.2.1 Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as

amended, 42 U.S.C. section 200e *et seq.*, 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 regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. section 2000e note, as further amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. section 2000e note. 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, religion, national origin, sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

12.2.2 **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. sections 621-634, U.S. Equal Employment Opportunity Commission regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. section 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90 and Federal transit law at 49 U.S.C. section 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.

12.2.3 **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794, the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 *et seq.*, and Federal transit law at 49 U.S.C. section 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to 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, and any implementing requirements FTA may issue. The Contractor will also ensure that accessible facilities (including vehicles and buildings) and services are made available to individuals with disabilities in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. section 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 *et seq.*, and any applicable implementing regulations.

12.3 Inclusion in Subcontracts. The Contractor agrees to include the requirements of this article FTA-12 in each subcontract under this Contract, modified only to identify the subcontractor that will be subject to the provisions.

ARTICLE FTA-13. GENERAL PROVISIONS

13.1 Federal Changes. The Contractor shall comply with the required FTA clauses set forth in this Contract and with all applicable FTA regulations, policies, procedures and directives including, without limitation, those listed directly or by reference in the agreement between the Council and FTA. The Contractor's failure to comply with applicable FTA regulations, policies, procedures, and directives, as they may be amended or promulgated from time to time during the term of this Contract, shall constitute a material breach of this Contract.

13.2 No Obligation by the Federal Government. The Council and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this 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 Council, the Contractor, or any other party (whether or not a party to the Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the preceding clause in each subcontract under this Contract, modified only to identify the subcontractor that will be subject to the provisions.

13.3 Incorporation of FTA Terms. Specific provisions in this Contract include, in part, certain Standard Terms and

Conditions required by USDOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by USDOT, as set forth in the most recent addition and any revisions of FTA Circular 4220.1 "Third Party Contracting Guidance," to the extent consistent with applicable federal laws, and in Appendix II of 2 C.F.R. part 200 are hereby incorporated by reference. Notwithstanding anything to the contrary in this Contract, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Council requests which would cause the Council to be in violation of the FTA terms and conditions.

ARTICLE FTA-14. DISADVANTAGED BUSINESS ENTERPRISE ("DBE") – WITH GOAL

14.1 *Intentionally left blank*

ARTICLE FTA-14. DISADVANTAGED BUSINESS ENTERPRISE ("DBE") – NO GOAL

14.1 ***Nondiscrimination.*** Pursuant to 49 CFR part 26, the Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Council deems appropriate. The Contractor shall include this requirement in all subcontracts pursuant to this Contract.

14.2 ***Prompt Payment.***

14.2.1 Reserved.

14.2.2 The Contractor agrees to pay subcontractors within 10 calendar days of the Contractor's receipt of payment from the Council for undisputed services provided by the subcontractor. The Contractor agrees to pay subcontractors all undisputed retainage payments within 10 calendar days of completion of the work, regardless of whether the Contractor has received any retainage payment from the Council. The Contractor shall not postpone or delay any undisputed payments owed subcontractors without good cause and without prior written consent of the Council. The Contractor agrees to include in all subcontracts a provision requiring the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes. The Contractor will not be reimbursed for work performed by subcontractors unless and until the Contractor ensures that subcontractors are promptly paid for work they have performed. Failure to comply with the provisions of this Section 14.2 may result in the Council finding the Contractor in noncompliance with the DBE provisions of this Contract.

14.2.3 The Contractor shall not, by reason of said payments, be relieved from responsibility for Work done by the subcontractor and shall be responsible for the entire Work under this Contract until the same is finally accepted by the Council.

14.2.4 The Contractor agrees to include in all subcontracts a provision requiring the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes.

14.2.5 The Contractor will not be reimbursed for work performed by subcontractors unless and until the Contractor ensures that subcontractors are promptly paid for work they have performed. Failure to comply with the provisions of this section FTA-14.2 may result in the Council finding the Contractor in noncompliance with the DBE provisions of this Contract.

ARTICLE FTA-15. VETERANS PREFERENCE

The Contractor will give a hiring preference, to the extent practicable, to veterans (as defined in 5 U.S.C Section 2108) who have the requisite skills and abilities to perform the construction work required under this Contract. This provision shall not be understood, construed, or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with disability, or former employee.

ARTICLE FTA-16. EXECUTIVE ORDER – SPECIAL DEPARTMENT OF LABOR EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION PROJECTS

The following provisions of this Section FTA-16 apply if the value of a subsequent construction contract exceeds \$10,000.

- 16.1** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Council setting forth the provisions of this nondiscrimination clause.
- 16.2** The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 16.3** The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Council, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 16.4** The Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.
- 16.5** The Contractor shall furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the Council and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 16.6** In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 16.7** The Contractor shall include the provisions of this Section 16 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. If the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE FTA-17. INTELLECTUAL PROPERTY RIGHTS

The requirements of this Article apply to all contracts for experimental, developmental, or research work purposes. Certain patent rights and data rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Council intellectual property access and licenses deemed necessary for the work

performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

- 17.1** The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
- 17.1.1 Any subject data developed under the Contract, whether or not a copyright has been obtained; and
- 17.1.2 Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
- 17.2** Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
- 17.3** Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- 17.4** Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- 17.5** Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
- 17.6** The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

ARTICLE FTA-18. SAFE OPERATION OF MOTOR VEHICLES

- 18.1** ***Seat Belt Use.*** The Contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:
- (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other

personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and

- (2) Including a "Seat Belt Use" provision in each third-party agreement related to this Contract.

18.2 *Distracted Driving, Including Text Messaging While Driving.* The Contractor agrees to implement Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and U.S. DOT Special Provision pertaining to Distracted Driving by:

- (1) The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with this Contract or when performing any work for or on behalf of this Contract.
- (2) The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- (3) The Contractor agrees to include the preceding "Distracted Driving, Including Text Messaging While Driving" provisions in each third party agreement related to this Contract.

ARTICLE FTA-19. TELECOMMUNICATIONS CERTIFICATION

Contractor certifies through the signing of this Contract that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), the Contractor does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The Contractor will include this certification as a flow down clause in any contract related to this Contract.

ARTICLE FTA-20. RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

20.1 When applicable contracts in excess of \$175,000, and all nonprocurement transactions, as defined in 2 C.F.R. §§ 180.220 and 1200.220, in excess of \$25,000 will contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures. Specific language for dispute resolution will be provided in any resultant contract of the successful proposer.

20.2 *Notification to FTA; Flow Down Requirement.* If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the Council and FTA's Region 5 Office's FTA Chief Counsel and Regional Counsel. The Contractor must include these requirements as a flow down clause in any subcontract related to this Contract.

20.2.1 The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

ARTICLE FTA – 21. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

- 21.1 *Applicability to Contracts; Flow down Requirements.*** This requirement is applicable to all contracts. The Federal Tax Liability and Recent Felony Convictions prohibition extends to all third party contractors and their subcontracts at every tier.
- 21.2 *Transactions Prohibited.*** The Contractor agrees that, prior to entering into any Third Party Agreement with any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the Recipient will obtain from the prospective Third Party Participant a certification that the Third-Party Participant:
- (1) does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
 - (2) was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
- 21.3 *Failure to Certify.*** If the prospective Third-Party Participant cannot so certify, the Contractor agrees to refer the matter to the Council and not to enter into any Third-Party Agreement with the Third-Party Participant without the Council's written approval.

END OF DOCUMENT

Exhibit E
Buy America Certification

(See next page. The remainder of this page is left intentionally blank.)

Exhibit E

Buy America Certification

Bidder Company Name: _____

☐ If the Total Bid does NOT exceed \$150,000, check this box and upload the document. No signature is required.

Instructions: If the Total Bid is greater than \$150,000, the Bidder **MUST complete this form** as described in 00200 Instructions to Bidders, Section 1.11.

Certificate of Compliance

The Bidder 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, as supplemented or amended by Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021).

Date: _____

Signature: _____

Name: _____

Title: _____

Company
Name: _____

Certificate of Non-Compliance

The Bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. §5323(j)(1) or Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), but it may qualify for a waiver under 49 U.S.C. §5323(j)(2)(B) or 49 U.S.C. §5323(j)(2)(D) and the regulations in 49 C.F.R. Part 661.7.

Date: _____

Signature: _____

Name: _____

Title: _____

Company
Name: _____

END OF DOCUMENT