



## **KRT2024-01 Roof Replacement**

### **Introduction**

The Kanawha Valley Regional Transportation Authority, a West Virginia public corporation (KRT), was created in 1971 to provide transportation services in the Kanawha Valley. KRT is funded through property taxes, fare revenue, state and federal grants, advertising, and other miscellaneous revenue.

### **Objectives**

KRT is soliciting proposals for a complete turnkey project to remove and replace the entire flat roof of the KRT Administration building at 1550 4<sup>th</sup> Avenue, Charleston, WV 25387. The proposed services must include, but not be limited to, the following outlined in the scope of work.

**All offerors must conduct a site visit prior to submission of any proposal to be considered responsive. Please contact Travis Garrett at [tgarrett@rideonkrt.com](mailto:tgarrett@rideonkrt.com) or 304-343-3840 to schedule.**

### **Scope of Work**

The roof being replaced is a total of approximately 5,500 square feet, with three sections. The mid-level metal awnings ethylene propylene diene terpolymer (EPDM) membrane will not be replaced.

- All electrical disconnections for the careful work around any telemetry or equipment on the roof.
- Remove and dispose of entire existing roof ballast, EPDM, flashing, and insulation down to the deck.
- Repair or replace any damaged roof decking (quote time and material per hour, per sheet). These repairs must be discussed with the KRT project manager.
- Mechanically fasten 2.5" ISO.
- Mechanically fasten an 1/8" tapered insulation system with 1/4" crickets at curbs to reduce ponding between drainage points.
- Adhere 60 mil EPDM system per manufacturer specifications.
- Fabricate and install new 24-gauge Kynar coated steel flashing, caps, etc.
- Reconnect any electrical telemetry or equipment on the roof.
- Removal and proper disposal of all project debris and complete site restoration.
- Minimum manufacturer warranty of 15-year for labor and materials upon completion

## **Milestones**

Site Visits: March 12, 2024 – April 5, 2024

Proposals Due: April 12, 2024

Proposer Selection: April 18, 2024

Anticipated Project Completion: June 30, 2024

## **General Procurement Instructions and Conditions**

All bids/proposals submitted in response to this procurement must comply with these General Procurement Instructions and Conditions.

### Offer Preparation and Submission

The bid/proposal shall be submitted in the following format: Submittal of proposals shall include the offeror's proposal for the project, in an itemized format, and including all signed documents included in this RFP.

Proposals shall be sealed and clearly marked PROPOSAL KRT2024-01 Roof Replacement and sent to:

**Attn: Travis Garrett**  
**1550 4<sup>th</sup> Avenue**  
**Charleston, WV 25387**

All inquiries may be directed to Travis Garrett, Managing Director of Infrastructure, by email at [tgarrett@rideonkrt.com](mailto:tgarrett@rideonkrt.com).

If it becomes necessary for the deadline for submittal of bids/proposals to be changed, KRT will inform all offerors who have received a copy of the Procurement Packet by issuing an addendum to the IFB/RFP.

If an emergency or unanticipated event interrupts normal KRT processes so that bids/proposals cannot be received at the office designated in the Procurement Packet and urgent KRT requirements prevent the amendment of the operative date(s) in the IFB/RFP, the time specified for bid/proposal receipt will be deemed to be extended to the same time of day on the first day on which normal KRT processes resume.

### Acknowledging Amendments

Offerors must use the space provided on the Procurement Document and additional sheets as necessary to acknowledge all amendments to this Solicitation. Such acknowledgement must include the number and date of the amendment and the initials of the authorized signatory identified in the Procurement Document.

### Late Submissions

KRT shall not accept late bids or proposals. You must strictly adhere to its established deadline for receipt of bids or proposals. Acceptance of bids or proposals after the established deadline constitutes a violation of the procurement process and gives the late offeror an unfair advantage over other offerors who had submitted their bids/proposals on time.

Any bid/proposal or modification or withdrawal of a bid/proposal received at the designated office after the exact time for receipt thereof is “late” and will not be considered. However, a late modification of an otherwise successful bid/proposal that makes its terms more favorable to the government will be considered at any time and may be accepted.

KRT shall promptly notify any offeror if its bid/proposal, modification, or withdrawal was received late and shall inform the offeror whether its bid/proposal will be considered for award. Late bids/proposals and modifications that are not considered shall be held unopened, unless opened for identification, until after award and then retained with other unsuccessful bids/proposals. However, any bid bond or guaranty shall be returned.

### Modification and Withdrawal of Offers

Bids may be modified or withdrawn by any method authorized by the IFB if notice is received in the office designated in the IFB no later than the exact time set for the opening of the bids. In addition, a bid may be withdrawn by written notice received at any time before the exact time set for receipt of bids and in person by a offeror or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and that person signs a receipt for the bid.

Proposals may be modified or withdrawn by any method authorized by the RFP if notice is received in the office designated in the RFP no later than award.

### Disadvantaged Business Enterprise Goals and Program

KRT has developed a DBE program in accordance with the Department of Transportation regulations at 49 CFR Part 26. A copy of the DBE Program is available upon request.

### Contract Award

Timely bids/proposals shall be processed in accordance with the procedures established for the procurement.

Proposals received in response to this RFP shall be submitted to the review committee for evaluation after any appropriate negotiations. The contract will be awarded based upon the following evaluation factors:

Selection Criteria:

1. Proposal of project following the scope of work
2. Experience and qualifications of the contractor(s)
3. Performance history/references
4. Cost proposal

Evaluation:

Ability of Contractor – Contractor will need to submit at least two (2) references for similar work performed within the last five (5) years to be considered for this project.

**30 pts**

Ability of Contractor – Experience, in years, of laborers and project manager(s) that will be involved in the project.

**10 pts**

Cost Proposal – Cost proposal for each project will be evaluated and scored appropriately. The firm with the lowest price will receive the maximum score possible. Submitted prices will be evaluated using the following formula: lowest proposed price divided by the price being evaluated times the available points for this criterion.

**40 pts**

Licensing – Contractor will need to submit a current business license, contractor's license, proper insurance (worker's comp, auto liability, general liability), and a W9. All permits and licenses required to perform each project will be the responsibility of the contractor. In addition, contractors are required to follow all applicable local, state, and federal laws for all work performed under this RFP.

**20 pts**

Protest Procedures

A. In General

1. All protests shall be filed, handled, and resolved in a manner consistent with the requirements of FTA Circular 4220.1E and the procedures set

forth in Section 3.4.7 of KRT's Procurement Manual and reproduced below.

2. Protests will only be considered if they are submitted by an interested party: an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.
3. All protests shall be filed in writing with the Director of Purchasing and shall:
  - a. Contain the protestor's name, address, and phone number;
  - b. Identify the procurement at issue;
  - c. State the factual and legal grounds for the protest;
  - d. Include copies of any supporting documents; and
  - e. Describe the relief requested.
4. The office of the Director of Purchasing shall document the date and time of receipt of any protest in the procurement file.
5. KRT shall give all known potential offerors timely notice of any protest filed and the basis therefore by addendum.
6. The procurement committee shall respond in detail in writing to each substantive issue raised in the protest.
7. A protestor may withdraw its protest at any time before KRT issues a final decision.
8. All protest decisions shall:
  - a. Be made within fifteen (15) working days of the date the protest is received by KRT;
  - b. Be made in writing by the General Manager;
  - c. Clearly state the decision and grounds on which it is based;
  - d. Be final.
9. The protestor may file a request for reconsideration within five (5) working days of the issuance of KRT's decision, but only if:
  - a. New information becomes available that was not previously known; or
  - b. There has been an error in law or regulation.
  - c. When it receives any protest relating to a contract required to comply with FTA Circular 4220.1E, KRT shall, at a minimum, informally notify its FTA regional office of that protest and thereafter keep that office apprised of the status of the protest.
10. KRT protest procedures must be exhausted before an actual or potential protestor may pursue a protest with FTA.
11. A copy of the protest rules and procedures shall be included in every Procurement Packet.

**B. Pre-Bid / Pre-Solicitation Protests**

1. Pre-Bid / Pre-Solicitation Protests are received prior to the bid opening or proposal due date.

2. Pre-bid / pre-solicitation protests relating to the contents of the Procurement Packet must be filed not less than three (3) working days before the bid opening of proposal due date. Thereafter, all issues relating to the contents of the Procurement Packet are deemed waived by all interested parties. After it is received by KRT, the pre-bid / pre-solicitation protest shall be handled in accordance with this Section B and the general protest rules and procedures set forth in Section A above.
3. If a pre-bid / pre-solicitation protest is not timely received, the procurement process shall continue in the normal manner unless the procurement committee, upon investigation, finds that remedial action is desirable, in which event such action shall be taken.
4. The procurement committee shall respond in writing to each pre-bid / pre-solicitation protest within ten (10) working days of the date it is received by KRT.
5. If a pre-bid / pre-solicitation written protest is received, bids or proposals submitted to KRT shall not be opened prior to the resolution of the protest unless the procurement committee determines in writing that proceeding to open bids or proposals is justified for urgent and compelling reasons or is in the best interest of KRT because failure to proceed would otherwise unduly delay delivery or performance or otherwise cause undue harm to KRT or the state or federal government. A memorandum documenting any such determination and the reasons therefore must be placed in the procurement file.

C. Pre-Award Protests

1. Pre-Award Protests are protests against making an award and are received after the bid opening or proposal due date but before the award of a contract.
2. The procurement committee shall respond in writing to each pre-award protest within ten (10) working days of the date it is received by KRT. After it is received by KRT, the pre-award protest shall be handled in accordance with this Section C and the general protest rules and procedures set forth in Section A above.
3. If a pre-award protest is received, KRT shall not award the contract at issue until five (5) calendar days after the resolution of the protest unless KRT determines in writing that proceeding to award the contract is justified for urgent and compelling reasons or is in the best interest of KRT because failure to proceed would otherwise unduly delay delivery or performance or otherwise cause undue harm to KRT or the state or federal government. A memorandum documenting any such determination and the reasons therefore must be placed in the procurement file.
4. If KRT withholds the award of the contract at issue pending the resolution of the protest, the offerors whose bids might become eligible for award shall be requested, before expiration of any bid acceptance period, to

extend that period (with consent of sureties, if any) to avoid the need for starting the procurement over.

5. If KRT determines that the award of the contract at issue should be made during the pendency of a protest, it shall:
  - a. Notify FTA prior to making such award (the FTA reserves the right not to participate in the funding of any contract awarded during the pendency of a protest to FTA); and
  - b. Provide written notice of the decision to proceed with the award to the protestor and, as appropriate, to other concerned parties.

#### D. Post-Award Protests

1. Post-award protests are received after the award of a contract.
2. Post-award protests must be filed within ten (10) working days of contract award. Thereafter, all issues relating to the award of the contract are deemed waived by all interested parties.
3. The procurement committee shall respond in writing to each post-award protest within twenty (20) working days of the date it is received by KRT. After it is received by KRT, the post-award protest shall be handled in accordance with this Section D and the general protest rules and procedures set forth in Section A above.
4. Upon receipt of a post-award protest, KRT shall suspend performance of the contract at issue until five (5) calendar days after the resolution of the protest unless KRT determines in writing that proceeding to award the contract is justified for urgent and compelling reasons or is in the best interest of KRT because failure to proceed would otherwise unduly delay delivery or performance or otherwise cause undue harm to KRT or the state or federal government.
5. The contractor/awardee shall be notified of the protest and the basis therefore within one working day after its receipt by KRT.
6. The contractor/awardee may, at its option, submit a written response to the protest within twenty (20) working days of the date the protest was received by KRT
7. In order to prevent the improper disclosure of confidential business information, unredacted copies of the protest shall be provided solely to attorneys or other appropriate representatives of the contractor/awardee who have signed and are subject to a confidentiality agreement designed to prevent such disclosure.

#### E. Appeals to FTA

1. FTA reviews of protests are limited to:
  - a. KRT's failure to have or follow its own protest procedures or its failure to review a complaint or protest; or

- b. Violations of Federal law or regulation.
2. An appeal to FTA must be received by the cognizant FTA regional or headquarters office within five (5) working days of the date that the protestor learned or should have learned of an adverse decision by KRT or other basis of appeal to FTA.
3. An appeal to the FTA must be filed in accordance with FTA Circular 4220.1E, a copy of which is available upon request from KRT.

#### Cancellation of Procurement

All bids/proposals received in response to the Solicitation may be rejected and the procurement cancelled if KRT determines that doing so is in the public interest.  
Representation Concerning Offeror's Business Form



The Offeror is a:

- Corporation
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Other: \_\_\_\_\_

organized and existing under the laws of \_\_\_\_\_.

\_\_\_\_\_  
Offeror Representative Signature

\_\_\_\_\_  
Offeror Representative Name and Title

\_\_\_\_\_  
Offeror Company

\_\_\_\_\_  
Date

**Representation Concerning Offeror's DBE Status**

The Offeror  is /  is not a Disadvantaged Business Entity as defined under 49 CFR Part 26.

\_\_\_\_\_  
Offeror Representative Signature

\_\_\_\_\_  
Offeror Representative Name and Title

\_\_\_\_\_  
Offeror Company

\_\_\_\_\_  
Date

**Certification Concerning Overall Federal Regulatory Compliance**

All contractual provisions required by USDOT, as set forth in the FTA Circular 4220.1 D, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any KRT requests, which would cause KRT to be in violation of the FTA grant terms and conditions.

\_\_\_\_\_  
Offeror Representative Signature

\_\_\_\_\_  
Offeror Representative Name and Title

\_\_\_\_\_  
Offeror Company

\_\_\_\_\_  
Date

### Certification Concerning Compliance With Specifications

The Offeror hereby certifies that it will comply with the technical specifications issued by KRT. **The Offeror warrants and certifies that of the following three paragraphs, paragraph A or B or C is true** (*√ check one*):

- A. \_\_\_\_\_ The Offeror hereby states that it will comply with the specifications in all areas. (This means that there are no exceptions to the technical specifications, no matter how minor.)
  
- B. \_\_\_\_\_ The Offeror hereby states that it will comply with the specifications in all areas except those where requests for clarification were approved prior to bid submission.
  
- C. \_\_\_\_\_ The Offeror hereby states that it will comply with the specifications in all areas except those noted on the attached page. The Offeror understands that those exceptions to the specifications may be considered non-responsive, and may be rejected.

\_\_\_\_\_  
Offeror Representative Signature

\_\_\_\_\_  
Offeror Representative Name and Title

\_\_\_\_\_  
Offeror Company

\_\_\_\_\_  
Date

**Procurement Integrity Certification**

- 1. If the Offeror is not the parent company, insert below the name and main office address of the parent company. (A parent company is one that owns at least a majority, fifty-one (51%) percent of the voting rights and/or assets in that company.)

I, \_\_\_\_\_, \_\_\_\_\_ of  
Authorized Official Title Company  
\_\_\_\_\_, the Offeror, attest to the authority of the executing agent, \_\_\_\_\_ to submit this bid/proposal on behalf of Offeror and the parent company if other than the Offeror.

\_\_\_\_\_  
Authorized Official Signature

- 2. By the submission of this bid/proposal, the Offeror and each person signing on its behalf certifies, and in the case of a joint bid, each party certifies as to its own organization, under penalty of perjury, that to the best of knowledge and behalf:
  - a. The prices in this bid proposal have been arrived at independently without collusion, consultation, communication or agreement with any other competitor.
  - b. Unless otherwise required by law, the Offeror prior to any competitor has not knowingly disclosed the prices that have been quoted in this bid.
  - c. No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a bid proposal for the purpose of restricting competition.

\_\_\_\_\_  
Offeror Representative Signature

\_\_\_\_\_  
Offeror Representative Name and Title

\_\_\_\_\_  
Offeror Company

State of \_\_\_\_\_, County of \_\_\_\_\_

Taken, subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary

My Commission Expires:

Lobbying Certification

(Page 1 of 2)

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in Paragraph B herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- C. The Offeror shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Lobbying Certification

(Page 2 of 2)

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

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Offeror Representative Signature

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Offeror Representative Name and Title

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Offeror Company

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Date

**Certification Concerning  
Debarment, Suspension, and Other Responsibility Matters**

1. The Offeror certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
  - (b) Have not within a three-year period preceding this bid/proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; or violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this bid/proposal had one or more public transaction (Federal, State, or Local) terminated for cause of default.
2. If the Offeror is unable to certify to any of the statements in this certification, it must attach an explanation to this certification.
3. The Offeror certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 *et seq.* are applicable thereto.

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Offeror Representative Signature

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Offeror Representative Name and Title

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Offeror Company

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Date



**Buy America Certification  
for Steel, Iron, or Manufactured Products**

**Certificate of Compliance**

The Offeror/Manufacturer hereby certifies that it will meet the requirements of 49 U.S.C. Section 5323(j)(1) and the applicable regulations of 49 C.F.R. 661:

\_\_\_\_\_  
Offeror/Manufacturer Representative Signature

\_\_\_\_\_  
Offeror/Manufacturer Representative Name and Title

\_\_\_\_\_  
Offeror/Manufacturer Company

\_\_\_\_\_  
Date

**Certificate of Non-Compliance**

The Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(1), but may qualify for an exception pursuant to 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 C.F.R. 661.7.

\_\_\_\_\_  
Offeror/Manufacturer Representative Signature

\_\_\_\_\_  
Offeror/Manufacturer Representative Name and Title

\_\_\_\_\_  
Offeror/Manufacturer Company

\_\_\_\_\_  
Date

Describe the nature of the exception: \_\_\_\_\_

## Federal Clauses

### Assignment of Claims

(a) The Contractor, upon written approval from KRT, may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract unless and until KRT authorizes such action in writing.

### Changes

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

### Impact of Taxes

(a) As used in this clause-

"After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax" means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"Local taxes" includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

## **Inspection**

(a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to KRT covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to KRT during contract performance and for as long afterwards as the contract requires.

(c) KRT has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. KRT shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If KRT performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, KRT may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, KRT may-

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, KRT may-
- (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by KRT that is directly related to the performance of such service; or
  - (2) Terminate the contract for default.

## **Payment**

KRT shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by KRT if-

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

## **Termination**

(a) *Termination for Convenience* KRT may terminate this contract, in whole or in part, at any time if KRT determines doing so is in its best interest. Termination shall be effected by serving the Contractor with a notice of termination for convenience stating the extent of the termination.

(1) The Contractor shall be paid its costs, including contract close-out costs, and profit on accepted goods and/or work performed up to the date of termination notice. The settlement of the Contractor's termination claim shall be governed by the cost principles set forth in Part 49 of the Federal Acquisition Regulations. The Contractor shall promptly submit its termination claim to KRT to be paid the Contractor.

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

(1) The Contractor and its sureties shall be liable for any damage to KRT resulting from the Contractor's default, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any procurement costs incurred by KRT.

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

(3) KRT, in its sole discretion may, in the case of a termination for default, allow the

Contractor a short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to KRT 's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the stated amount of time after receipt by Contractor of written notice from KRT setting forth the nature of said breach or default, KRT shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude KRT from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(c) *Post-Termination Obligations* After receipt of a notice of termination, and except as directed by KRT, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- (3) Terminate all subcontracts to the extent they relate to the work terminated.
- (4) Assign to KRT, as directed by KRT, all right, title, and interest of the Contractor under the subcontracts terminated, in which case KRT shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by KRT, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
- (6) As directed by KRT, transfer title and deliver to KRT (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to KRT.
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that KRT may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which KRT has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by KRT, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, KRT. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by KRT under this contract, credited to the price or cost of the work, or paid in any other manner directed by KRT.

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

## **Order of Precedence**

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) Procurement document and contract schedule;
- (b) General instructions and conditions, representations, and certifications;
- (c) Contract clauses;
- (d) Other documents, exhibits, and attachments; and
- (e) Technical specifications or statement of work.

## **Incorporation of FTA Terms**

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

## **Notice of Federal Requirements**

Pursuant to Federal, State, and Local Law, in the performance of its obligations pursuant to this contract, the contractor agrees to comply with all applicable clauses and provisions of Federal, State, and Local Laws, Regulations, and FTA directives. The contractor understands and agrees that Federal Laws, Regulations, Policies, and related administrative practices in force and made applicable to this contract on the date of execution may be modified from time to time, and that the most recent of such clauses and provisions will govern administration of this contract at any particular time, except if there is sufficient evidence in the contract of a contrary intent. Such contrary intent might be evidenced by express language in the notification of Grant or Assistance Approval between FTA and the Purchaser, which language modifies or otherwise conditions the language of a particular provision of contract. Likewise, new federal laws, regulations, policies and administrative practices may be established after the date of execution and thereafter be applied to this contract, as may necessary to achieve compliance with these requirements, the contractor shall include notice of such requirement in all contracts, subcontracts, and other sub assistance agreements financed with FTA assistance. All limits or standards set forth in this contract to be observed in the performance of the project are minimum requirements. If there is a conflict between federal and state-or local requirements, the purchaser shall inform the FTA in order that an appropriate resolution may be arranged Contractor's failure to so comply shall constitute a material breach of this contract.

## **Federal Changes**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA(10) dated October, 2003) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## **Access to Records**

The following access to records requirements apply to this Contract:

(a) The Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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

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

## **Disputes**

(a) *Disputes* - Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by KRT's General Manager. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy of the decision, the Contractor mails or otherwise furnishes a written appeal to KRT's Director of Purchasing. The appeal shall be decided by KRT's Board of Directors. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of KRT's board of directors shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

(c) *Claims for Damages* - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of its

employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

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

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

### **Civil Rights Requirements**

The following requirements apply to this contract:

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

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

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

(2) *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of



1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

### **Disadvantaged Business Enterprise**

(a) *Policy.* It is the policy of the Department of Transportation (DOT) and KRT that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds under this contract. Consequently the DBE requirement of 49 CFR Part 26 applies to this contract.

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

(c) *Prompt payment:* The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from KRT. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the KRT. This clause applies to both DBE and non-DBE subcontractors.

(d) *DBE/WBE Obligation.* The contractor or its subcontractors agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this contract. In this regard all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform under this contract. Contractors shall not discriminate on the basis of race, creed, color, age, sex or national origin in the award and performance of DOT-assisted contracts.

(e) Disadvantaged Business Enterprises will be encouraged and afforded full opportunity to actively solicit information concerning this project and to submit bids and/or proposals. Information on and applications for our DBE Program can be obtained from the Purchasing Department and the DBE Liaison.

## **Debarment and Suspension**

(a) This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that neither the contractor, any of its principals, as defined at 49 CFR 29.105, or any of its affiliates, as defined at 49 CFR 29.105, are presently debarred, suspended, proposed for debarment, or voluntarily excluded by any Federal or State department or agency.

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

(c) The certification required by this clause is a material representation of fact relied upon by KRT. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to remedies available to KRT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **Energy Conservation**

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

## **Geographic Restrictions**

The contractor agrees to refrain from using State or local geographic preferences, except those expressly mandated or encouraged by Federal statute, and as permitted by FTA.

## **Lobbying Restrictions**

(a) This contract is subject to the lobbying restrictions set forth under Federal law. As such, the Offeror is required to verify that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 or, if any such payments have been made, that the Offeror has made all required disclosures.

(b) The certification required by this clause is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this

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

### **No Government obligations to Third Parties**

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

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

### **Program Fraud and False or Fraudulent Statements and Related Act**

The Contractor:

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

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

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

## **Excusable Delays**

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor.

Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless-

- (1) The subcontracted supplies or services were obtainable from other sources;
- (2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and
- (3) The Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

## **Buy America**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A offeror or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

## **Seismic Safety**

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

## **Clean Water**

The contractor agrees:

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

## **Bonding**

(a) *Bid Security.*

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

(b) *Rights Reserved.*

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

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

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

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

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

(a) *Performance bonds.*

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

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

(b) *Payment bonds.*

(1) The penal amount of the payment bonds shall equal:

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

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

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

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

### **Clean Air**

The Contractor agrees:

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

(b) To include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **Davis-Bacon / Anti-Kickback Acts**

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

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

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

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

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

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

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

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

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

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



the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

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

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

(4) *Apprentices and trainees* - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed

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

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less

than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

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

## **Work Hours and Safety Standards Act**

(a) *Compliance with Act* - The Contractor agrees to comply with 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, “Safety and Health Regulations for Construction” 29 CFR Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

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

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

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

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

(f) *Definition* - The term “subcontract” under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a “subcontractor” under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a “subcontractor” if the supplier fabricates or assembles the goods or materials in question specifically for the

construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or material or articles normally available on the open market.

### **Warranties**

(a) *Definition.* "Acceptance," as used in this clause, means the act of an authorized representative of KRT by which KRT assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by KRT or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. KRT shall give written notice of any defect or nonconformance to the Contractor within 90 days of acceptance. This notice shall state either-

(1) That the Contractor shall correct or reperform any defective or nonconforming services; or

(2) That KRT does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to KRT, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, KRT may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to KRT thereby, or make an equitable adjustment in the contract price.

(d) If KRT does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

**"General Decision Number: WV20240038 01/05/2024**

**Superseded General Decision Number: WV20230038**

**State: West Virginia**

**Construction Type: Building**

**County: Kanawha County in West Virginia.**

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

**Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.**

**Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).**

**If the contract is entered into or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.**

**The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.**

**Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.**

**Modification Number    Publication Date**  
**0                            01/05/2024**

**ASBE0002-002 08/01/2023**

**Rates            Fringes**

**ASBESTOS WORKER/HEAT & FROST  
INSULATOR.....\$ 42.40      28.93**

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**BOIL0667-005 01/01/2021**

	<b>Rates</b>	<b>Fringes</b>
<b>BOILERMAKER.....</b>	<b>\$ 41.63</b>	<b>26.38</b>

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**BRWV0009-006 12/01/2022**

	<b>Rates</b>	<b>Fringes</b>
<b>BRICKLAYER Bricklayer &amp; Brick Pointer/Caulker/Cleaner.....</b>	<b>\$ 31.65</b>	<b>25.56</b>

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**BRWV0009-007 12/01/2022**

	<b>Rates</b>	<b>Fringes</b>
<b>TILE SETTER.....</b>	<b>\$ 31.65</b>	<b>25.56</b>

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**BRWV0009-008 12/01/2022**

	<b>Rates</b>	<b>Fringes</b>
<b>MASON - STONE.....</b>	<b>\$ 31.65</b>	<b>25.56</b>

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**BRWV0015-014 06/01/2022**

	<b>Rates</b>	<b>Fringes</b>
<b>TILE FINISHER.....</b>	<b>\$ 25.01</b>	<b>22.04</b>

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**CARP0439-003 12/01/2022**

	<b>Rates</b>	<b>Fringes</b>
<b>CARPENTER (Including Drywall Hanging, Form Work, Scaffold Builder and Floor Laying - Carpet, Hardwood, Resilient and Vinyl).....</b>	<b>\$ 31.26</b>	<b>25.05</b>

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**CARP0443-009 05/01/2021**

	<b>Rates</b>	<b>Fringes</b>
<b>MILLWRIGHT.....</b>	<b>\$ 35.50</b>	<b>26.75</b>

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**ELEC0466-010 06/01/2022**

	<b>Rates</b>	<b>Fringes</b>
<b>ELECTRICIAN (Including Low Voltage Wiring).....</b>	<b>\$ 38.50</b>	<b>22.19</b>

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**ENGI0132-011 12/01/2022**

	<b>Rates</b>	<b>Fringes</b>
<b>POWER EQUIPMENT OPERATOR:</b>		
<b>GROUP 1.....</b>	<b>\$ 44.56</b>	<b>21.15</b>
<b>GROUP 2.....</b>	<b>\$ 44.21</b>	<b>21.15</b>
<b>GROUP 3.....</b>	<b>\$ 43.21</b>	<b>21.15</b>
<b>GROUP 4.....</b>	<b>\$ 32.71</b>	<b>21.15</b>

**GROUP 1: All Friction Cranes, Tower Cranes and all Cranes with 180 ft. or more of boom including mast and jibs or lifting capacity of 100 tons or more and hoists with 30,000 pound line pull or more, Mechanics with tools with 3/4 inch drive and below**

**GROUP 2: Operating Cranes and Tower Cranes with a lifting capacity of 15 tons and over**

**GROUP 3: Backhoe, Bulldozer, Excavator, Forklift, Non-Farm Type Tractor, all other Cranes, all other Mechanics**

**GROUP 4: Bobcat/Skid Steer/Skid Loader, Farm Type Tractor, Loader**

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**IRON0549-006 12/01/2022**

	<b>Rates</b>	<b>Fringes</b>
<b>IRONWORKER (Ornamental).....</b>	<b>\$ 35.19</b>	<b>25.66</b>

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**IRON0787-004 12/01/2023**



	Rates	Fringes
<b>IRONWORKER (Reinforcing and Structural).....</b>	<b>\$ 33.30</b>	<b>23.95</b>

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**LABO1353-005 12/01/2020**

	Rates	Fringes
<b>LABORER</b>		
<b>GROUP 1.....</b>	<b>\$ 24.16</b>	<b>17.25</b>
<b>GROUP 2.....</b>	<b>\$ 24.78</b>	<b>17.25</b>
<b>GROUP 3.....</b>	<b>\$ 25.62</b>	<b>17.25</b>

**GROUP 1: Carpenter Tender, Common or General, Demolition, Landscape, Water Boy**

**GROUP 2: Bobcat Operator (Clean up/Demolition), Chipping Guns, Concrete Saw (Hand Held/Walk Behind), Concrete Worker, Fence Erection, Grade Checker, Jack Hammer, Mason Tender-Brick, Mason Tender-Cement/Concrete, Mortar Mixer, Scaffold Builder (Brick and Masonry), Skytrak Forklift Operator, Tamper (Hand Held), Wacker Roller Operator**

**GROUP 3: Pipelayer**

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**PAIN0970-008 12/01/2022**

	Rates	Fringes
<b>PAINTER (Drywall Finishing/Taping; Brush, Roller and Spray).....</b>	<b>\$ 30.85</b>	<b>17.80</b>

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**PAIN1195-002 12/01/2022**

	Rates	Fringes
<b>GLAZIER.....</b>	<b>\$ 32.00</b>	<b>12.22</b>

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**PLAS0926-010 12/01/2023**

	Rates	Fringes
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<b>CEMENT MASON/CONCRETE FINISHER...</b>	<b>\$ 30.76</b>	<b>21.99</b>
<b>PLASTERER.....</b>	<b>\$ 31.52</b>	<b>22.34</b>

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**PLAS0926-011 06/01/2023**

**Rates Fringes**

<b>CEMENT MASON/CONCRETE FINISHER...</b>	<b>\$ 33.76</b>	<b>26.26</b>
<b>PLASTERER (EIFS).....</b>	<b>\$ 31.97</b>	<b>25.36</b>

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**PLUM0083-004 07/01/2023**

**Rates Fringes**

<b>PIPEFITTER.....</b>	<b>\$ 35.94</b>	<b>37.35</b>
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**PLUM0565-004 07/01/2023**

**Rates Fringes**

<b>PLUMBER.....</b>	<b>\$ 39.00</b>	<b>33.78</b>
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**ROOF0034-003 05/01/2023**

**Rates Fringes**

<b>ROOFER.....</b>	<b>\$ 29.75</b>	<b>16.71</b>
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**SHEE0033-013 06/01/2023**

**Rates Fringes**

<b>SHEET METAL WORKER (Includes HVAC Duct Installation).....</b>	<b>\$ 32.07</b>	<b>27.52</b>
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**TEAM0175-005 10/01/2020**

**Rates Fringes**

**Truck drivers:**

<b>GROUP 2.....</b>	<b>\$ 29.81</b>	<b>18.55</b>
<b>GROUP 3.....</b>	<b>\$ 29.96</b>	<b>18.55</b>

**TRUCK DRIVER CLASSIFICATIONS**

**GROUP 2 - Dump Truck (Up to 5 cu. yds.), Water Tank Truck**

(Straight)

**GROUP 3 - Dump Truck (5 cu. yds. & over), Tractor Haul Truck,  
Water Tank Truck (Semi)**

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UAVG-WV-0026 01/01/2019

	<b>Rates</b>	<b>Fringes</b>
<b>LABORER (Power Tool Operator)....</b>	<b>\$ 23.10</b>	<b>16.75</b>

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

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**Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.**

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

**Survey wage rates are not updated and remain in effect until a new survey is conducted.**

### **Union Average Rate Identifiers**

**Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.**

**A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.**

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### **WAGE DETERMINATION APPEALS PROCESS**

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

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

**On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.**

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

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

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

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

**The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.**

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

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

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

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**END OF GENERAL DECISION"**