



IFB KRT2026-01 Fuel Bay Door

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 seeking sealed bids for a complete turnkey project to remove and replace the high-speed garage door and door control system on the Bream Street side of the KRT Fuel Bay building at 1550 4th Avenue, Charleston, WV 25387. The proposed services must include, but not be limited to, the following outlined in the scope of work. Award will be made to the lowest responsive and responsible bidder meeting all requirements.

BID FORMAT AND CONTENTS

Bidders shall submit one (1) complete bid package including:

- Completed and signed Bid Proposal Form
- Contractor license and business registration
- Certificate of Liability Insurance
- Completed W-9
- Acknowledgment of all addenda (if applicable)
- Manufacturer cut sheets or technical submittals demonstrating compliance
- Warranty documentation

Failure to submit required documents may result in rejection of the bid.

Bidders are encouraged, but not required, to conduct a site visit prior to bid submission by or before the Questions Due date. Please contact KRT's project manager, Travis Garrett, at tgarrett@rideonkrt.com or 304-343-3840 to schedule.

All solicitation documents will be posted at www.rideonkrt.com/contracts. It is the responsibility of the bidder to ensure receipt of all addenda and required solicitation documents prior to submission.

It is KRT's discretion to waive any non-mandatory terms.

Milestones

Questions Due: February 13, 2026, by 1:00PM by KRT's clock

Bids Due: February 18, 2026, by 1:00PM by KRT's clock

Bid Award: February 19, 2026

Preferred Project Completion: April 10, 2026

Scope of Work

1. General Description of Work

Contractor shall provide all labor, supervision, materials, equipment, tools, transportation, and incidentals necessary to remove the existing high-speed roll-up door and furnish and install a new high-speed roll-up door system of equal size and function, delivered as a complete turnkey product.

2. Demolition and Removal

Contractor shall disconnect, dismantle, and remove the existing high-speed roll-up door system, including door curtain, tracks, guides, operator, controls, and mounting hardware. All removed materials shall be hauled away and disposed of in accordance with applicable regulations.

3. Furnishing of New Door System

Contractor shall furnish one (1) new high-speed roll-up door system, clear opening nominally 14' wide by 14' high, electrically operated with high-speed open/close function, including standard controls and safety devices. The existing door opening dimensions are approximate. Contractor shall field verify all dimensions, structural conditions, and available clearances prior to fabrication and installation. The replacement door system

shall be furnished to fit the actual opening and provide a complete turnkey installation. All components shall be new and of current manufacture.

4. Installation

Contractor shall install the new door system plumb, square, secure, and fully operational, including all mounting, alignment, wiring interconnections, and adjustments of travel limits and operating speeds.

5. Testing and Commissioning

Upon completion, Contractor shall perform functional testing through multiple cycles, verify safety features, adjust settings for smooth operation, and demonstrate performance to KRT's project manager.

6. Deliverables

Contractor shall provide a fully installed and operational door system, removal and disposal completion, manufacturer manuals, warranty documentation, and final cleanup of the work area.

7. Warranty

Contractor shall provide the manufacturer's standard warranty and a minimum one (1) year workmanship warranty covering installation defects commencing upon KRT acceptance.

8. Exclusions

Exclusions include structural modifications, concrete repairs, building automation/fire alarm integration, or additional electrical distribution work beyond door system connections unless specifically included in the Contractor's bid. Contractor shall include all attachments, supports, and incidental work required for a complete installation.

9. Acceptance and Signatures

Work shall be complete upon successful testing, cleanup, delivery of documentation, and KRT acceptance.

TECHNICAL SPECIFICATION SECTION

High-Speed Exterior Fabric Roll-Up Door (14' x 14')

The replacement high-speed roll-up door system shall meet or exceed the following minimum technical requirements:

1. Door Type and Application

- High-speed fabric roll-up door designed for exterior, high-cycle industrial/commercial use
- Clear opening size: nominally 14'-0" wide x 14'-0" high
- Suitable for frequent daily operation in a high-traffic environment
- Door curtain shall incorporate a breakaway or self-resetting feature to minimize downtime after incidental impact

2. Curtain Construction

- Heavy-duty reinforced flexible fabric curtain without vision panel(s)
- Material: Multi-layer PVC-coated polyester or approved equal
- Resistant to abrasion, tearing, and exterior weather exposure
- Curtain color to be gray or approved equal

3. Wind and Pressure Resistance

- Door system shall be capable of resisting operational wind loads typical of exterior openings
- Contractor shall submit manufacturer documentation or engineered certification in accordance with the International Building Code (IBC) and ASCE/SEI 7 wind load requirements for the specified door size and location.
- Reinforced design using wind locks, struts, or equivalent retention system
- High strength, impact-resistant steel hinged guide system

4. Bottom Bar Assembly

- Flexible or impact-resistant bottom bar
- Breakaway feature or soft-edge design
- Integrated reversing sensing edge
- Durable floor seal interface

5. Operator and Speed Performance

- Industrial-grade electric operator suitable for high-cycle operation
- Direct-drive motor and gearbox system with field changeable universal handing and door stop safety device
- Minimum opening speed: 60 inches per second
- Minimum closing speed: 30 inches per second

6. Motor, Control Panel, and Electrical Requirements (Contractor Furnished and Installed)

Operator Motor

- Provide an industrial-duty electric operator suitable for high-speed roll-up door applications.
- Motor shall be furnished and factory-configured for the following power supply:
 - Voltage: 208 VAC
 - Phase: Three-phase (3PH)
 - Frequency: 60 Hz
- Operator shall be compatible with Variable Frequency Drive (VFD) control and adjustable operating speeds.

Control Panel

- Provide a UL-listed control panel designed specifically for high-speed door operation.
- Control system shall include a Variable Frequency Drive (VFD) or approved equal soft-start/soft-stop technology.
- Control panel shall be factory-wired and fully compatible with 208V, 3PH electrical service.
- Panel enclosure shall be NEMA 4X-rated for industrial use and include:
 - Fused disconnect or lockable main power isolation
 - Self-diagnostics and programmable operating parameters
 - Terminal connections for activation devices and safety sensors

Electrical Integration and Contractor Scope

- Contractor shall provide all electrical labor, materials, wiring, conduit, and terminations necessary for a complete and operational door system.
- Existing building power feed serving the current door operator is available at the door location. Contractor shall disconnect the existing system and reconnect the new motor and control panel to the existing 208V, 3PH power supply.
- Contractor shall verify field power conditions, circuit capacity, and compatibility prior to installation.
- All electrical work shall comply with applicable codes and manufacturer requirements and shall be included as part of the turnkey scope of work.

7. Safety Devices

Door system shall include, at minimum:

- Photo-eye sensors or infrared obstruction detection
- Reversing safety edge at bottom bar
- Emergency stop function
- Manual opening capability in the event of power loss

8. Activation Devices

Door shall be equipped for **automatic operation**, including a motion detector or equivalent vehicle-approach activation device, to allow opening upon vehicle approach without manual push-button operation.

Provide the following activation and control devices for the application:

- Push-button or turn-switch control station
- Photo-eye safety sensors
- Motion detector activation
- Key switch or access control interface
- Loop detector interface (if applicable)

9. Warranty

Door system shall include warranty coverage meeting or exceeding:

- Drive motor and gearbox: Minimum five (5) year limited warranty
- Door components and controls: Minimum one (1) year warranty
- Installation workmanship: Minimum one (1) year warranty

General Procurement Instructions and Conditions

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

Offer Preparation and Submission

The bid shall be submitted in the following format: Submittal of bids shall include the bidder's bid for the project, in an itemized format, including all signed documents included in this IFB.

Bid Bond- Not Required

Licensing- The bidder shall include their W-9, Contractor's License, Business Registration, and Certificate of Liability insurance within their bid.

Bids shall be sealed and clearly marked SEALED BID KRT2026-01 Fuel Bay Door and sent to:

Attn: Travis Garrett
1550 4th Avenue
Charleston, WV 25387

All inquiries may be directed to Travis Garrett, Managing Director of Infrastructure, by email at tgarett@rideonkrt.com.

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

If an emergency or unanticipated event interrupts normal KRT processes so that bids 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, the time specified for bid receipt will be deemed to be extended to the same time of day on the first day on which normal KRT processes resume.

Bid Proposal Form

Project: KRT2026-01 Fuel Bay Door

Location: 1550 4th Avenue, Charleston, WV 25387

KRT: Kanawha Valley Regional Transportation Authority

Bid Due Date: February 18, 2026

Contractor Information

Company Name: _____

Contact Person: _____

Phone Number: _____

Email Address: _____

License #: _____

Base Bid (Turnkey Replacement)

Contractor agrees to furnish all labor, materials, equipment, disposal, and services necessary to remove and replace one (1) existing nominally 14' x 14' high speed door with a new door sized to fit the field-verified opening, including complete installation, testing, and turnover.

Lump Sum Bid Price:

Base Bid Amount: \$_____

Schedule

Door procurement lead time: _____ days

Estimated installation duration: _____ days

Earliest available start date: _____

Warranty

Manufacturer warranty provided: Yes / No

Workmanship warranty (minimum 1 year): Yes / No

Acknowledgment

The undersigned contractor certifies that they have reviewed the scope of work and site conditions and agree to perform the work as described for the amount stated above.

Signature:

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

Acknowledging Amendments

Bidders 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. You must strictly adhere to its established deadline for receipt of bids. Acceptance of bids after the established deadline constitutes a violation of the procurement process and gives the late bidder an unfair advantage over other bidders who had submitted their bids on time.

Any bid or modification or withdrawal of a bid 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 that makes its terms more favorable to the government will be considered at any time and may be accepted.

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

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 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 shall be processed in accordance with the procedures established for the procurement to the lowest responsive and responsible bidder.

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 bidder 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 bidders 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 Executive Director;
 - 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 bid 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 or bid 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 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 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 bid 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 bidders 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 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 Bidder's Business Form

The Bidder is a:

- Corporation
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Other: _____

organized and existing under the laws of _____.

Bidder Representative Signature

Bidder Representative Name and Title

Bidder Company

Date

Representation Concerning Bidder's DBE Status

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

Bidder Representative Signature

Bidder Representative Name and Title

Bidder 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.

Bidder Representative Signature

Bidder Representative Name and Title

Bidder Company

Date

Certification Concerning Compliance With Specifications

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

- A. _____ The Bidder 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 Bidder 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 Bidder hereby states that it will comply with the specifications in all areas except those noted on the attached page. The Bidder understands that those exceptions to the specifications may be considered non-responsive, and may be rejected.

Bidder Representative Signature

Bidder Representative Name and Title

Bidder Company

Date

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

1. The Bidder 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 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 had one or more public transaction (Federal, State, or Local) terminated for cause of default.
2. If the Bidder is unable to certify to any of the statements in this certification, it must attach an explanation to this certification.
3. The Bidder 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.

Bidder Representative Signature

Bidder Representative Name and Title

Bidder Company

Date

FEDERAL CLAUSES

1. **No Government Obligation to Third Parties**

a. PURCHASER and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to PURCHASER, 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.

2. **Program Fraud and False or Fraudulent Statements or Related Acts.**

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

b. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) or other applicable federal law on the CONTRACTOR, to the extent the Federal Government deems appropriate.

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

3. **Access to Records**

The CONTRACTOR agrees to provide 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. 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. In accordance with 2

CFR 200.333, 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

4. Federal Changes

The 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 Department of Transportation, Federal Transit Administration, Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. The CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

5. Civil Rights

The following requirements apply to the underlying 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:

(i) 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.

(ii) 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 age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

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

6. Disadvantaged Business Enterprises

a. It is the policy of the Department of Transportation and PURCHASER that Disadvantaged Business Enterprises (DBEs) as defined in 49 C.F.R. 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 C.F.R. applies to this contract.

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

c. The CONTRACTOR agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from PURCHASER. The prime contractor agrees further to return retainage payments to each subcontractor within ten (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 PURCHASER. This clause applies to both DBE and non-DBE subcontractors.

d. The CONTRACTOR or its subcontractors agrees to ensure that DBEs as defined in 49 C.F.R. have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with federal funds provided under this contract. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that DBEs 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. DBEs will be encouraged and afforded full opportunity to actively solicit information concerning this project and to submit bids.

7. Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220, 2 CFR 200.318, and subsequent revisions 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 PURCHASER request, which would cause PURCHASER to be in violation of the FTA terms and conditions.

8. 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, 42 U.S.C. §§ 6321 et seq.

9. Termination

a. Termination for Convenience: PURCHASER may terminate this contract, in whole or in part, at any time by written notice to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to PURCHASER to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to PURCHASER, the CONTRACTOR will account for the same, and dispose of it in the manner PURCHASER directs.

b. Termination for Cause: 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, PURCHASER may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by PURCHASER 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 beyond the control of the CONTRACTOR, PURCHASER, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure: PURCHASER in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days 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 the CONTRACTOR fails to remedy to PURCHASER's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by CONTRACTOR of written notice from PURCHASER setting forth the nature of said breach or default, PURCHASER shall have the right to terminate the Contract without any further obligation to the CONTRACTOR. Any such termination for default shall not in any way operate to preclude PURCHASER from also pursuing all available remedies against the CONTRACTOR and its sureties for said breach or default.

10. Seat Belt Use

The CONTRACTOR agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: 90 (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

11. Safe Operation of Motor Vehicles

The CONTRACTOR agrees to comply with: (1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (i) Safety. The CONTRACTOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle CONTRACTOR owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award; (ii) Recipient Size. The CONTRACTOR agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and (iii) Extension of Provision. The CONTRACTOR agrees to encourage its subcontractors to comply with this Special Provision, and include this Special Provision in each third party subcontract at each tier supported with federal assistance.

12. Federal Tax Liability and Recent Felony Convictions

The Contractor hereby certifies that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

13. Trafficking in Persons

The Contractor agrees that it and its employees that participate in this contract, may not: Engage in severe forms of trafficking in persons during the period of time that this contract is in effect, procure a commercial sex act during the period of time that this contract is in effect, or use forced labor in the performance of any activities covered by this contract.

15. Government wide Debarment and Suspension

By signing and submitting its bid, the bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by PURCHASER. If it is later determined that the bidder or bidder knowingly rendered an erroneous certification, in addition to remedies available to PURCHASER, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The bidder or bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

16. Notification Related to Fraud, Waste, Abuse, or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, the CONTRACTOR must promptly notify PURCHASER so that it can notify the Federal Government. The types of legal matters that require notification include, but are not limited to, a

major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements. The CONTRACTOR agrees to include a similar notification requirement in subcontracts exceeding \$25,000 financed in whole or in part with federal assistance provided by FTA and must require each subcontractor to include an equivalent provision in its federally assisted subcontracts exceeding \$25,000.

24. Davis-Bacon and Copeland Anti-Kickback Acts

The CONTRACTOR agrees to comply and assure compliance of each third party contractor and each subcontractor at any tier of the project with the following Federal laws and regulations providing protections for their employees:

a. 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 C.F.R. 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 C.F.R. Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the

recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

b. Withholding - PURCHASER 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, PURCHASER 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.

c. 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 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated 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 PURCHASER 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 C.F.R. 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 C.F.R. 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 C.F.R. 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 C.F.R. 5.12.

d. 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 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to

and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to 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 that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no

longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(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 C.F.R. Part 30.

e. Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 C.F.R. Part 3, which are incorporated by reference in this contract.

f. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 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 C.F.R. 5.5.

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

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

i. Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29

C.F.R. Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

j. 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 C.F.R. 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 C.F.R. 5.12(a)(1).

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

25. **Equal Employment Opportunity**

During the performance of this contract, the CONTRACTOR agrees as follows:

(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national

origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of

Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States. The PURCHASER further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the PURCHASER so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The PURCHASER agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The PURCHASER further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance

has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

28. Veterans Preference

As provided in 49 U.S.C. § 5325(k), to the extent practicable, the contractor agrees and assures that it and its subcontractors will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under the contract.

This does not require the contractor to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

34. Recycled Products

To the extent applicable, the CONTRACTOR agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

	Rates	Fringes
MASON - STONE.....	\$ 31.65	25.56

BRWV0015-014 06/01/2024

	Rates	Fringes
TILE FINISHER.....	\$ 27.00	22.57

CARP0439-003 12/01/2024

	Rates	Fringes
CARPENTER (Including Drywall Hanging, Form Work, Scaffold Builder and Floor Laying - Carpet, Hardwood, Resilient and Vinyl).....	\$ 33.84	25.51

CARP0443-009 06/01/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 37.40	26.06

ELEC0466-010 06/01/2023

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring).....	\$ 39.00	23.45

ENGI0132-011 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
GROUP 1.....	\$ 46.56	22.05
GROUP 2.....	\$ 46.21	22.05
GROUP 3.....	\$ 45.21	22.05
GROUP 4.....	\$ 34.71	22.05

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

IRON0549-006 12/01/2022

	Rates	Fringes
IRONWORKER (Ornamental).....	\$ 35.19	25.66

IRON0787-004 12/01/2025

	Rates	Fringes
IRONWORKER (Reinforcing and Structural).....	\$ 36.10	24.65

LABO1353-005 12/01/2020

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 24.16	17.25
GROUP 2.....	\$ 24.78	17.25
GROUP 3.....	\$ 25.62	17.25

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

PAIN0970-008 12/01/2022

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

PAIN1195-002 12/01/2024

	Rates	Fringes
GLAZIER.....	\$ 32.89	13.38

PLAS0926-010 12/01/2024

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$ 32.06		21.99
PLASTERER.....\$ 32.52		22.34

PLAS0926-011 06/01/2024

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$ 34.77		26.66
PLASTERER (EIFS).....\$ 32.52		22.34

PLUM0083-004 07/01/2025

	Rates	Fringes
PIPEFITTER.....	\$ 38.04	39.72

PLUM0565-004 07/01/2025

	Rates	Fringes
PLUMBER.....	\$ 41.00	37.63

ROOF0034-003 05/01/2023

	Rates	Fringes
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ROOFER.....\$ 29.75 16.71

SHEE0033-013 06/01/2023

Rates Fringes

SHEET METAL WORKER (Includes
HVAC Duct Installation).....\$ 32.07 27.52

TEAM0175-005 10/01/2024

Rates Fringes

Truck drivers:

GROUP 2.....\$ 29.81 22.50
GROUP 3.....\$ 29.96 22.50

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)

* UAVG-WV-0026 01/01/2019

Rates Fringes

LABORER (Power Tool Operator)....\$ 23.10 16.75

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>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 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 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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 classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that

classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

END OF GENERAL DECISION"