

Park City Municipal Corporation (“PCMC” or “City”)

REQUEST FOR PROPOSALS (RFP) FOR

Bus Shelter Services

Respondents or their agents are instructed not to contact City employees, agents or contractors of the City, selection committee members, the Mayor’s office or staff, members of the City Council, or attempt to externally manipulate or influence the procurement process in any way, other than through the instructions contained herein, from the date of release of this RFP to the date of execution of the agreement resulting from this solicitation. City, in its sole discretion, may disqualify a Respondent for violation of this provision.

REQUEST FOR PROPOSALS (NON-BID)

PCMC is inviting proposals from qualified persons or firms (Respondent) to perform final design, fabrication, and delivery of bus shelters.

PROPOSALS DUE: By Tuesday, December 12, 2023 at 5:00 p.m. Submit proposals electronically via Utah Public Procurement Place (“U3P”). The proposals will be opened after the submission deadline.

In the event of difficulty submitting proposals electronically, proposals can be dropped off at the office of the City Recorder, located at 445 Marsac Avenue, Third Floor – Executive Department, Park City, UT 84060. Proposals submitted to the City Recorder must be delivered on a zip drive. No paper copies may be submitted.

RFP AVAILABLE: The RFP will be available on *November 28, 2023*, on the *U3P and PCMC websites*. Any modifications to the RFP or responses to questions submitted will be added as an addendum to the RFP posted on *U3P and PCMC Website*. It is the responsibility of Respondents to regularly check for addenda.

QUESTIONS: All questions regarding this RFP must be submitted in writing on the *U3P website by Tuesday, December 5, 2023, at 5:00 p.m.* Please do not submit the same question multiple times.

PRE-PROPOSAL MEETING: A pre-proposal meeting will be held at 2:00 pm on Tuesday, December 5, 2023, via Zoom. Attendance is *strongly encouraged* for all Respondents. Requests for reasonable accommodation at the pre-proposal meeting shall be made no later than 48 hours in advance to the Project Contact below. Accommodation may include alternative formats, interpreters, and other auxiliary aids.

PROJECT LOCATION: Park City, Utah

PROJECT DESCRIPTION (brief): PCMC will improve approximately 75 bus stops over the next 3 years to include the installation of approximately 60 bus shelters. This solicitation is for the final design, fabrication, and delivery of these shelters. Shelters will be installed by the site civil contractors.

PROJECT DEADLINE (if applicable): October 31, 2026

OWNER: Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

CONTACT: Gabriel Shields, Transportation Engineer
Gabriel.shields@parkcity.org

Proposals will remain valid for 90 days after submission. PCMC reserves the right to reject any or all proposals received for any reason. Furthermore, PCMC reserves the right to change dates

or deadlines related to this RFP. PCMC also reserves the right to waive any informality or technicality in proposals received when in the best interest of PCMC.

TABLE OF CONTENTS

- I. Introduction**
- II. Scope of Project**
- III. Funding**
- IV. Contents of Proposal and Evaluation Criteria**
- V. Government Records Access and Management Act.**
- VI. Ethics.**
- VII. Selection Process.**
- VIII. PCMC Standard Agreement Required.**
- IX. General Provisions.**
- X. Exhibits**
 - a. Exhibit A – Architectural Shelter Drawings**

Attachment 1 – Request For Protected Status

Appendix A – Federal Clauses and Certifications

Appendix B – Civil Rights Memorandum

Appendix C – PCMC Standard Construction Agreement including Federal Clauses and Certifications

I. Introduction.

The City provides transit services to more than 150 stops across the city. The City has established an annual program to improve bus stops to increase ridership and address accessibility gaps. The City intends to construct 25 stops each year for the next 3 years. In the Spring of each year, a General Contractor (“Contractor”) will be selected to implement improvements. The Contractor will install all improvements including but not limited to sidewalks, ADA ramps, boarding areas, shelter pads, and amenities. Amenities include benches, signage, waste containers, ski racks, bike racks, and shelters.

In anticipation of material and delivery times of shelters, the City will procure approximately 20 shelters each year for 3 years under this solicitation. The City has developed a basis of design for these shelters as shown in Exhibit “A.” The City will work with the chosen respondent (“Designer”) to revise these designs and develop shop drawings for fabrication. Upon delivery, the City will provide these shelters to the Contractor for installation. This solicitation seeks to procure services for final design, fabrication, delivery, and support during installation.

II. Scope of Project.

Task 1: Final Design

The Designer will review the architectural shelter drawings included in Exhibit A. The Designer will coordinate with the City to revise the drawings in Exhibit A to comply with shelter configurations being developed in the site civil plans. It is anticipated that the drawings in Exhibit A will be used to develop 2 final configurations for installation. These configurations are expected to be based on the Micro and Small configurations presented in Exhibit A. The shelters are expected to be installed by the Contractor directly on foundations constructed by the Contractor. Once approved by the City, the Designer will provide stamped and sealed plans to the City. As needed, the Designer will provide calculations and any structural design data to the City.

Task 2: Fabrication

Following approval by the City, the Designer will begin to fabricate the shelters to meet the approved design. The Designer will provide material samples for approval to the City. The Designer will fabricate the shelters in such a manner that they can be delivered to the City with cost efficiencies in mind. Cost efficiencies may include bulk shipping or other means to balance transportation and installation expenses.

Task 3: Delivery

The Designer will be responsible for coordinating delivery from the point of fabrication to Park City. The City will determine delivery locations at its sole discretion. The shelters may be delivered to the final installation point or a centralized staging area. The Designer will be responsible for ensuring that requisite hardware for each shelter is packaged to simplify installation.

Task 4: Support and Warranty

The Designer will provide support during installation by the Contractor. It is anticipated that 10 RFIs will be generated by the Contractor across all installations. As needed, the Fabricator will provide design modifications to address unforeseen conditions in the field. The City and Designer will evaluate the level of design modification. The City and Designer will pursue contract amendments as needed to address issues attributed to the Contractor.

III. Funding.

Federal funds are expected to be used for this. Respondents shall meet all Federal requirements found in Appendices A and B.

IV. Contents of Proposal and Evaluation Criteria.

Respondents shall provide the following information for consideration:

- Qualifications of individuals performing design and project management including individuals licensed to stamp structural drawings in the state of Utah
- Relevant experience with similar projects including references
- Quality control plan
- Approach to accomplish the project scope
- Prototype pricing for 10'-0"x6'-0" compact shelters as shown in Exhibit A for fabrication and delivery of 20 shelters per year in 2024, 2025, and 2026 for a total of 60 shelters.
- Appendix A and all Required Signatures
 - Compliance Coversheet Certification on Page 1
 - Buy America Requirements Certification
 - Government-Wide Debarment and Suspension Certification
 - Lobbying Restriction Certification
 - Disclosure of Lobbying Activities

Proposals will be evaluated on the criteria listed below. Proposals are limited to 5 pages.

Required Federal Certifications will not count towards the 5-page limit.

If Respondent proposes to use a third party (subcontractor, subconsultant, etc.) for completing all or a portion of the scope of work requirements, state the name and identify the portion of the scope of work to be completed by a third party.

Evaluation Criteria

Proposals will be scored using the following criteria: (a) Qualifications of the individuals identified (30%) (b) Relevant experience with similar projects, including responses from references (30%) (c) Approach to accomplish the project scope (20%) (d) Fee structure (20%).

The selection committee will consider all documents, the presentation/interview if applicable, the response to the RFP, information gained while evaluating responses, and any other relevant information to make its determination. The committee will select the Respondent which, in the committee's sole judgment, is best able to provide the final design, fabrication, and delivery of shelters.

NOTE: Price may not be the sole deciding factor.

PCMC reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. The award of a contract may be subject to approval by City Council.

V. Government Records Access and Management Act.

All submittals will be treated as public records in accordance with the requirements of the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code (“GRAMA”) unless otherwise designated by the Respondent pursuant to Utah Code § 63G-2-309, as amended. The burden of claiming an exemption from disclosure shall rest solely with each Respondent. Respondent shall submit any materials for which Respondent claims a privilege from disclosure marked as “Confidential” and accompanied by a statement from Respondent supporting the exemption claim. PCMC shall make reasonable efforts to notify Respondent of any GRAMA requests for documents submitted under an exemption claim. Respondent waives any claims against PCMC related to disclosure of any materials pursuant to GRAMA. Please note the following:

- a. Respondent must not stamp all materials confidential. Only those materials for which a claim of confidentiality can be made under GRAMA, such as trade secrets, pricing, non-public financial information, etc., should be stamped.
- b. Respondent must submit a letter stating the reasons for the claim of confidentiality for every type of information that is stamped “Confidential.” Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. Failure to timely submit a written basis for a claim of “Confidential” may result in a waiver of an exemption from disclosure under GRAMA.
- c. For convenience, a Business Confidentiality Request Form (“BCR Form”) is attached to this RFP as **Attachment 1**. Respondent must submit a completed BCR Form at the time of submission of any proposal.

VI. Ethics.

By submission of a proposal, Respondent represents and agrees to the following ethical standards:

REPRESENTATION REGARDING ETHICAL STANDARDS: Respondent represents that it has not: (1) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees of bona

fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Title 3, Chapter 1 of the Park City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Title 3, Chapter 1 of the Park City Code.

VII. Selection Process.

Proposals will be evaluated on the criteria listed in Section IV, Contents of Proposal and Evaluation Criteria, above.

The selection process will proceed on the following anticipated schedule:

- a. December 20, 2023 - selection committee comprised of qualified persons, which may include City staff or representatives from other public and private stakeholders, will open, review and evaluate all proposals.
- b. December 21, 2023 - final selection of the top-ranked proposal and preparation of contract.
- c. January 11, 2024 - Council Approval of contracts with an aggregate cost over the term that exceeds \$100,000.
- d. January 12, 2024 - Contract execution.

Following completion of the evaluation and establishment of the ranking, negotiations for contract purposes may be initiated with the top ranked Respondent. In the event that an agreement is not reached, PCMC may enter into negotiations with the next highest-ranked Respondent.

VIII. PCMC Standard Agreement Required.

- a. The successful Respondent will be required to enter into PCMC'S standard *Construction Agreement*. A form of the standard agreement is attached to this RFP as **Appendix "C"** and incorporated herein.
- b. **ANY REQUEST FOR CHANGES RELATED TO INDEMNIFICATION OR INSURANCE PROVISIONS CONTAINED IN PCMC'S STANDARD AGREEMENT MUST BE SUBMITTED NO LATER THAN THE PROPOSAL/SUBMITTAL DEADLINE. ANY REQUESTED CHANGES TO PCMC'S STANDARD INSURANCE AND INDEMNIFICATION PROVISIONS MAY BE APPROVED IN THE SOLE DISCRETION OF PCMC.**

A Respondent must be authorized to do business in Utah at the time of contract execution. If Respondent's address is within the 84060 zip code, a valid PCMC business license is required.

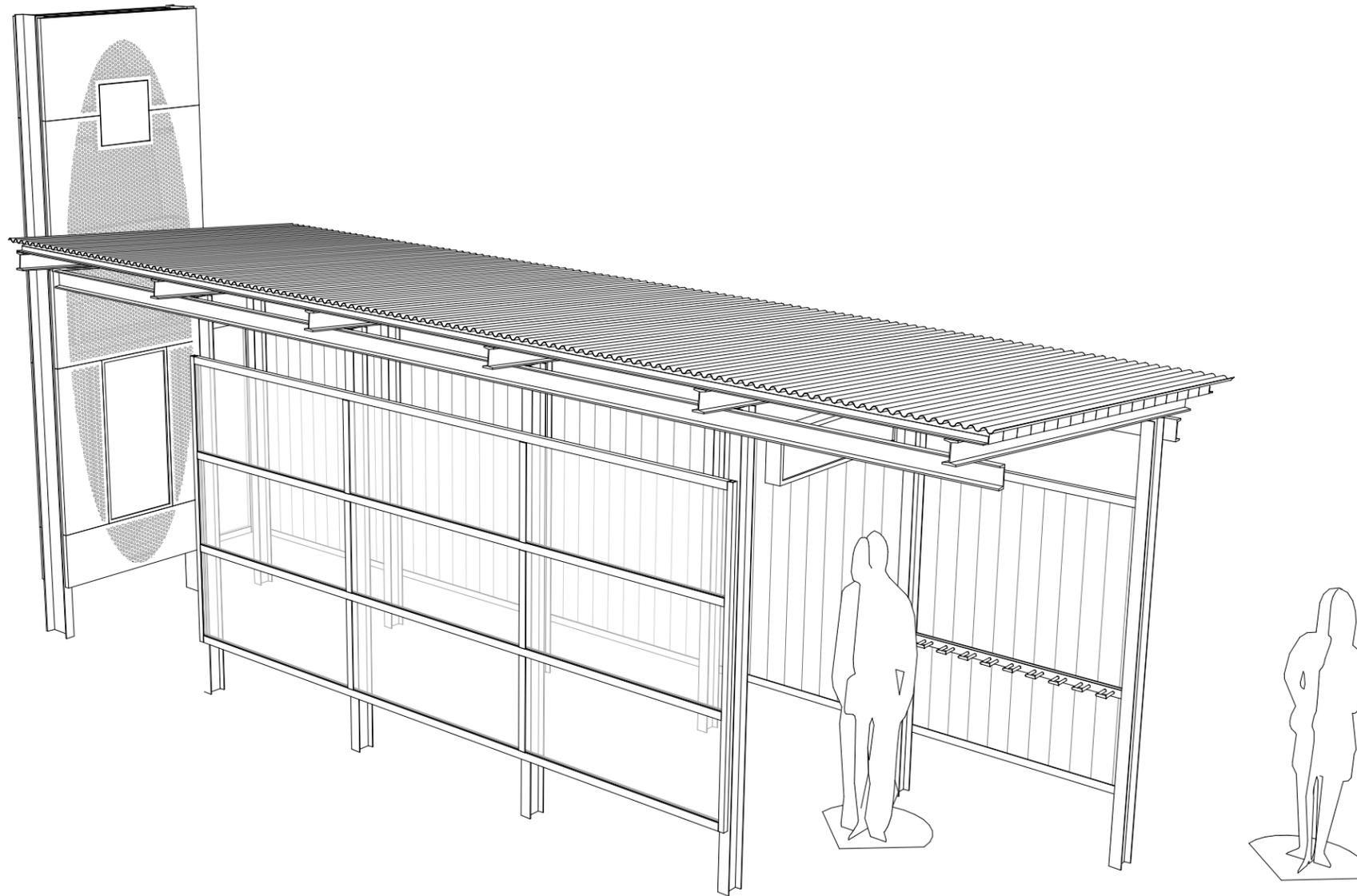
IX. General Provisions.

- a. No Representations or Warranty. It is the responsibility of each Respondent to carefully examine this RFP and evaluate all of the instructions, circumstances and conditions which may affect any proposal. Failure to examine and review the RFP and other relevant documents or information will not relieve Respondent from complying fully with the requirements of this RFP. Respondent's use of the information contained in the RFP is at Respondent's own risk and no representation or warranty is made by PCMC regarding the materials in the RFP.
- b. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the Respondent. PCMC assumes no liability for any costs incurred by Respondents throughout the entire selection process.
- c. Equal Opportunity. PCMC is committed to ensuring equitable and uniform treatment of all Respondents throughout the advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same fundamental information.
- d. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., will be retained as property of PCMC and will not be returned to the Respondent.
- e. Modification of RFP. PCMC reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the contract execution. PCMC will provide written notice to Respondents of any cancellation and/or modification.
- f. Financial Responsibility. No proposal will be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to PCMC, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to PCMC, or that may be deemed irresponsible or unreliable by PCMC. Respondents may be required to submit satisfactory evidence demonstrating the necessary financial resources to perform and complete the work outlined in this RFP.

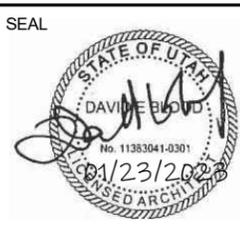
- g. Local Businesses. PCMC's policy is to make reasonable attempts to promote local businesses by procuring goods and services from local vendors and service providers, in compliance with Federal, State, and local procurement laws.

X. Exhibits

- a. **Exhibit A – Architectural Shelter Drawings**



REV	DATE	DESCRIPTION



CONSULTANT
AECOM
 756 East Winchester Street
 Suite 400
 Salt Lake City, UT 84107
 Phone: (801) 904-4000
 Fax: (801) 904-4100



Designed By:
Park City
 Drawn By:
E. Wentling
 Checked By:
D. Blood
 Approved By:
J. Jacobson

PARK CITY SHELTER IMPROVEMENTS

**EXHIBIT A
 ARCHITECTURAL SHELTER
 DRAWINGS**

Submittal Date: 01/17/2023
 Contract No: 60605663

COVER SHEET

Alignment: Sheet No:
G000

GENERAL NOTES

GENERAL REQUIREMENTS

- A. THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH SITE CONDITIONS AS THEY MAY AFFECT CARRYING OUT THE WORK AS DESCRIBED IN THESE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL INVESTIGATE, VERIFY, AND BE RESPONSIBLE FOR ALL CONDITIONS OF THE PROJECT, AND NOTIFY THE CITY OF PARK CITY OF ANY CONDITIONS THAT REQUIRE MODIFICATION BEFORE PROCEEDING WITH THE WORK.
- B. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS, EQUIPMENT, LABOR, AND SERVICES NECESSARY TO COMPLETE CONSTRUCTION OF THE BUS SHELTER STRUCTURE AND INSTALLATION.
- C. ALL SUBCONTRACTORS SHALL SUBMIT SHOP DRAWINGS AS REQUIRED FOR THE CITY OF PARK CITY'S APPROVAL PRIOR TO COMMENCING ANY WORK.
- D. SITE, CIVIL, AND STRUCTURAL FOUNDATION WORK BY OTHERS.
- E. STRUCTURES TO NOT BE BUILT ON SLOPES EXCEEDING 2%
- F. IN THE PERFORMANCE OF THE WORK, THE CONTRACTOR, SUBCONTRACTORS, MATERIAL MEN, OR SUPPLIERS SHALL USE ONLY UNMANUFACTURED ARTICLES, MATERIALS, AND SUPPLIES THAT HAVE BEEN MINED OR PRODUCED IN THE UNITED STATES; MANUFACTURED ARTICLES, MATERIALS, AND SUPPLIES THAT HAVE BEEN MANUFACTURED IN THE UNITED STATES SUBSTANTIALLY ALL FROM ARTICLES, MATERIALS OR SUPPLIES MINED, PRODUCED, OR MANUFACTURED IN THE UNITED STATES.

DRAWINGS AND DIMENSIONS

- A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE CITY OF PARK CITY IMMEDIATELY SHOULD ANY DISCREPANCIES BE FOUND IN THE DRAWINGS AND SPECIFICATIONS.
- B. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR CHECKING ALL FIELD CONDITIONS AND DIMENSIONS AS THEY RELATE TO THIS PROJECT. SHOULD DISCREPANCIES EXIST BETWEEN THE WORK INDICATED AND ACTUAL FIELD CONDITIONS, NOTIFY THE CITY OF PARK CITY PRIOR TO PROCEEDING WITH THE WORK.
- C. DO NOT SCALE THE DRAWINGS. DRAWINGS SCALES AS INDICATED ARE FOR REFERENCE ONLY AND ARE NOT INTENDED TO ACCURATELY DEPICT ACTUAL OR DESIGNATED CONDITIONS. WRITTEN DIMENSIONS SHALL GOVERN.

CODE ANALYSIS

APPLICABLE CODES: AUTHORITY HAVING JURISDICTION CITY OF PARK CITY
 2018 INTERNATIONAL BUILDING CODE (IBC)
 2010 ADA
 2017 NATIONAL ELECTRIC CODE

TYPE OF CONSTRUCTION: TYPE V-B, 1 STORY BLDG

AREA: 6,000 SF ALLOWABLE (IBC TALBE 506.2)
 150 SF PROPOSED

HEIGHT: 40' ALLOWABLE (IBC TABLE 504.3)
 15' PROPOSED

OCCUPANCY: A-3 (2018 IBC SECTION 303.4)

SPRINKLER: NON-SPRINKLERED

FIRE-RESISTIVE REQUIREMENTS (2018 IBC TABLE 601): STRUCTURAL FRAME - 0 HR
 ROOF CONSTRUCT - 0 HR

CHECK LIST OF OPTIONS

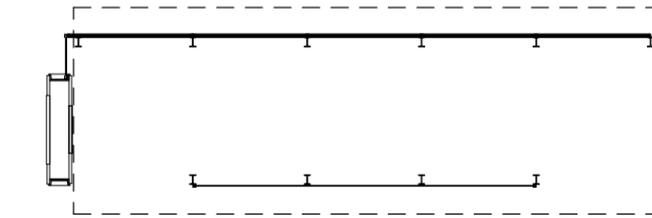
BUS SHELTER PROTOTYPE:

- LARGE
- MEDIUM
- SMALL
- COMPACT

ELECTRICAL SERVICE:

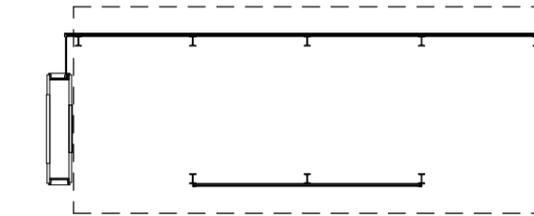
- OPTION A: SERVICE POWER ELECTRICAL ONE-LINE
- OPTION B: SOLAR POWER ELECTRICAL ONE-LINE
- OPTION C: SERVICE POWER AND SOLAR POWER ELECTRICAL ONE-LINE

SHELTER PROTOTYPES



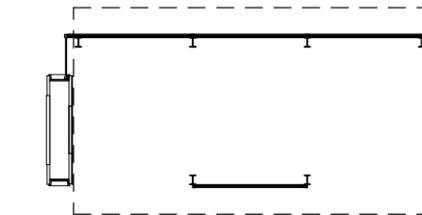
LARGE - 25'-0" X 6'-0"

- 1. DESIGN INCLUDED IN THIS SET OF CONSTRUCTION DOCUMENTS



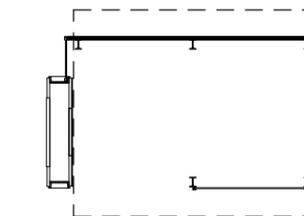
MEDIUM - 20'-0" X 6'-0"

- 1. NOT INCLUDED IN THIS SET OF CONSTRUCTION DOCUMENTS
- 2. ALL DETAILS AND OTHER RELATIONSHIPS SIMILAR



SMALL - 15'-0" X 6'-0"

- 1. NOT INCLUDED IN THIS SET OF CONSTRUCTION DOCUMENTS
- 2. ALL DETAILS AND OTHER RELATIONSHIPS SIMILAR



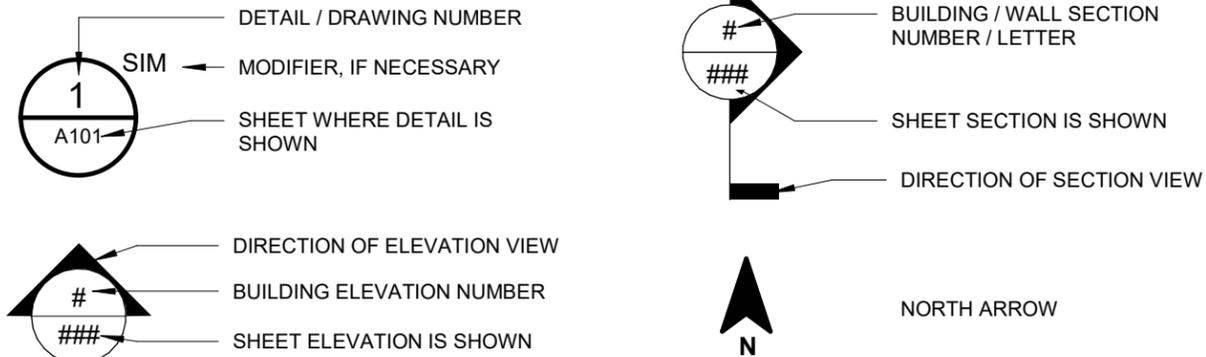
COMPACT - 10'-0" X 6'-0"

- 1. NOT INCLUDED IN THIS SET OF CONSTRUCTION DOCUMENTS
- 2. ALL DETAILS AND OTHER RELATIONSHIPS SIMILAR

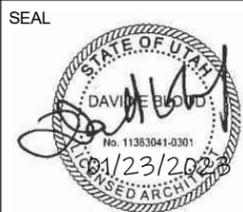
SHEET INDEX

SHEET NUMBER	SHEET NAME
GENERAL	
G000	COVER SHEET
G001	GENERAL NOTES AND CODE ANALYSIS
G100	ARCHITECTURAL AND STRUCTURAL SPECS
G101	ARCHITECTURAL AND STRUCTURAL SPECS
G102	ARCHITECTURAL AND STRUCTURAL SPECS
G103	ARCHITECTURAL AND STRUCTURAL SPECS
G104	ARCHITECTURAL AND STRUCTURAL SPECS
ARCHITECTURE	
A001	FOUNDATION PLAN
A101	FLOOR PLAN
A151	CEILING PLAN
A201	EXTERIOR ELEVATIONS
A202	EXTERIOR ELEVATIONS
A280	EXTERIOR PERSPECTIVES
A281	EXTERIOR PERSPECTIVES
A300	BUILDING SECTIONS
A301	BUILDING SECTIONS
A500	DETAILS
A501	DETAILS
A502	DETAILS
ELECTRICAL	
E001	ELECTRICAL SPECIFICATIONS
E002	ELECTRICAL SPECIFICATIONS
E003	ELECTRICAL PLAN - POWER
E004	ELECTRICAL PLAN - LIGHTING
E005	ELECTRICAL ONE-LINE AND PANEL SCHEDULE

SYMBOL LEGEND



REV	DATE	DESCRIPTION



CONSULTANT
AECOM
 756 East Winchester Street
 Suite 400
 Salt Lake City, UT 84107
 Phone: (801) 904-4000
 Fax: (801) 904-4100



Designed By:
Park City
 Drawn By:
E. Wentling
 Checked By:
D. Blood
 Approved By:
J. Jacobson

PARK CITY SHELTER IMPROVEMENTS

**EXHIBIT A
 ARCHITECTURAL SHELTER
 DRAWINGS**

Submittal Date: 01/17/2023
 Contract No: 60605663
**GENERAL NOTES AND
 CODE ANALYSIS**
 Alignment: Sheet No:
G001

1/17/2023 8:47:10 AM

SPECIFICATIONS

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

BY CITY OF PARK CITY

DIVISION 01 - GENERAL REQUIREMENTS

BY CITY OF PARK CITY

DIVISION 05 - METALS

055000 - METAL FABRICATIONS

COORDINATION: COORDINATE INSTALLATION OF METAL FABRICATIONS THAT ARE ANCHORED TO OR THAT RECEIVE OTHER WORK. FURNISH SETTING DRAWINGS, TEMPLATES, AND DIRECTIONS FOR INSTALLING ANCHORAGES, CONCRETE INSERTS, ANCHOR BOLTS, AND ITEMS WITH INTEGRAL ANCHORS, THAT ARE TO BE EMBEDDED IN CONCRETE OR MASONRY. DELIVER SUCH ITEMS TO PROJECT SITE IN TIME FOR INSTALLATION.

SHOP DRAWINGS: SHOW FABRICATION AND INSTALLATION DETAILS. INCLUDE PLANS, ELEVATIONS, SECTIONS, AND DETAILS OF METAL FABRICATIONS AND THEIR CONNECTIONS. SHOW ANCHORAGE AND ACCESSORY ITEMS.

QUALIFICATION DATA: FOR PROFESSIONAL ENGINEER'S EXPERIENCE WITH PROVIDING DELEGATED-DESIGN ENGINEERING SERVICES OF THE KIND INDICATED, INCLUDING DOCUMENTATION THAT ENGINEER IS LICENSED IN THE JURISDICTION IN WHICH PROJECT IS LOCATED.

PRODUCTS

FIELD MEASUREMENTS: VERIFY ACTUAL LOCATIONS OF COLUMNS AND OTHER CONSTRUCTION CONTIGUOUS WITH METAL FABRICATIONS BY FIELD MEASUREMENTS BEFORE FABRICATION.

METAL SURFACES, GENERAL: PROVIDE MATERIALS WITH SMOOTH, FLAT SURFACES UNLESS OTHERWISE INDICATED. FOR METAL FABRICATIONS EXPOSED TO VIEW IN THE COMPLETED WORK, PROVIDE MATERIALS WITHOUT SEAM MARKS, ROLLER MARKS, ROLLED TRADE NAMES, OR BLEMISHES.

MATERIAL: STEEL PLATES, SHAPES, AND BARS: ASTM A36/A36M. STEEL TUBING: ASTM A500/A500M, COLD-FORMED STEEL TUBING, AESS CATEGORY 3.

SHOP ASSEMBLY: PREASSEMBLE ITEMS IN THE SHOP TO GREATEST EXTENT POSSIBLE. DISASSEMBLE UNITS ONLY AS NECESSARY FOR SHIPPING AND HANDLING LIMITATIONS. USE CONNECTIONS THAT MAINTAIN STRUCTURAL VALUE OF JOINED PIECES. CLEARLY MARK UNITS FOR REASSEMBLY AND COORDINATED INSTALLATION.

FABRICATION: CUT, DRILL, AND PUNCH METALS CLEANLY AND ACCURATELY. REMOVE BURRS AND EASE EDGES TO A RADIUS OF APPROXIMATELY 1/32 INCH (1 MM) UNLESS OTHERWISE INDICATED. REMOVE SHARP OR ROUGH AREAS ON EXPOSED SURFACES. FORM EXPOSED WORK WITH ACCURATE ANGLES AND SURFACES AND STRAIGHT EDGES. WELD CORNERS AND SEAMS CONTINUOUSLY.

FINISHING: FINISH EXPOSED SURFACES TO REMOVE TOOL AND DIE MARKS AND STRETCH LINES, AND TO BLEND INTO SURROUNDING SURFACE.

PREPARATION FOR SHOP PRIMING: PREPARE SURFACES TO COMPLY WITH SSPC-SP 6/NACE NO. 3, "COMMERCIAL BLAST CLEANING."

SHOP PRIMING: SPECIFIED IN SECTION 099600 "HIGH-PERFORMANCE COATINGS".

INSTALLATION

CUTTING, FITTING, AND PLACEMENT: PERFORM CUTTING, DRILLING, AND FITTING REQUIRED FOR INSTALLING METAL FABRICATIONS. SET METAL FABRICATIONS ACCURATELY IN LOCATION, ALIGNMENT, AND ELEVATION; WITH EDGES AND SURFACES LEVEL, PLUMB, TRUE, AND FREE OF RACK; AND MEASURED FROM ESTABLISHED LINES AND LEVELS.

FIT EXPOSED CONNECTIONS ACCURATELY TOGETHER TO FORM HAIRLINE JOINTS. WELD CONNECTIONS THAT ARE NOT TO BE LEFT AS EXPOSED JOINTS BUT CANNOT BE SHOP WELDED BECAUSE OF SHIPPING SIZE LIMITATIONS. DO NOT WELD, CUT, OR ABRASE SURFACES OF EXTERIOR UNITS THAT HAVE BEEN HOT-DIP GALVANIZED AFTER FABRICATION AND ARE FOR BOLTED OR SCREWED FIELD CONNECTIONS.

FIELD WELDING: COMPLY WITH THE FOLLOWING REQUIREMENTS: USE MATERIALS AND METHODS THAT MINIMIZE DISTORTION AND DEVELOP STRENGTH AND CORROSION RESISTANCE OF BASE METALS. OBTAIN FUSION WITHOUT UNDERCUT OR OVERLAP. REMOVE WELDING FLUX IMMEDIATELY. AT EXPOSED CONNECTIONS, FINISH EXPOSED WELDS AND SURFACES SMOOTH AND BLENDED SO NO ROUGHNESS SHOWS AFTER FINISHING AND CONTOUR OF WELDED SURFACE MATCHES THAT OF ADJACENT SURFACE.

FASTENING TO IN-PLACE CONSTRUCTION: PROVIDE ANCHORAGE DEVICES AND FASTENERS WHERE METAL FABRICATIONS ARE REQUIRED TO BE FASTENED TO IN-PLACE CONSTRUCTION. PROVIDE THREADED FASTENERS FOR USE WITH CONCRETE AND MASONRY INSERTS, TOGGLE BOLTS, THROUGH BOLTS, LAG SCREWS, WOOD SCREWS, AND OTHER CONNECTORS.

TOUCHUP PAINTING: IMMEDIATELY AFTER ERECTION, CLEAN FIELD WELDS, BOLTED CONNECTIONS, AND ABRADED AREAS. PAINT UNCOATED AND ABRADED AREAS WITH SAME MATERIAL AS USED FOR SHOP PAINTING TO COMPLY WITH SSPC-PA 1 FOR TOUCHING UP SHOP-PAINTED SURFACES.

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

061063 - EXTERIOR ROUGH CARPENTRY

SUBMITTALS: PROVIDE PRODUCT DATA FOR PRESERVATIVE-TREATED WOOD PRODUCTS.

LUMBER, GENERAL: COMPLY WITH DOC PS 20 AND WITH GRADING RULES OF LUMBER GRADING AGENCIES CERTIFIED BY ALSC'S BOARD OF REVIEW AS APPLICABLE. IF NO GRADING AGENCY IS INDICATED, COMPLY WITH THE APPLICABLE RULES OF ANY RULES-WRITING AGENCY CERTIFIED BY ALSC'S BOARD OF REVIEW. FOR ITEMS THAT ARE EXPOSED TO VIEW IN THE COMPLETED WORK, MARK GRADE STAMP ON END OR BACK OF EACH PIECE.

MAXIMUM MOISTURE CONTENT: BOARDS: 19 PERCENT.

BOARDS: WESTERN RED CEDAR, ROUGH SAWN FOUR SIDES (S4S), GRADE APPEARANCE KNOTTY; NLGA, WCLIB, or WWPA

FINISH: SEE SECTION 099300 - STAINING AND TRANSPARENT FINISHING

FASTENERS: PROVIDE FASTENERS OF SIZE AND TYPE INDICATED, ACCEPTABLE TO AUTHORITIES HAVING JURISDICTION, AND THAT COMPLY WITH REQUIREMENTS SPECIFIED IN THIS ARTICLE FOR MATERIAL AND MANUFACTURE. FOR PRESSURE-PRESERVATIVE-TREATED WOOD, USE STAINLESS STEEL FASTENERS.

INSTALLATION: SET WORK TO REQUIRED LEVELS AND LINES, WITH MEMBERS PLUMB, TRUE TO LINE, CUT, AND FITTED. FIT WORK TO OTHER CONSTRUCTION; SCRIBE AND COPE AS NEEDED FOR ACCURATE FIT. INSTALL METAL FRAMING ANCHORS TO COMPLY WITH MANUFACTURER'S WRITTEN INSTRUCTIONS. SECURELY ATTACH EXTERIOR ROUGH CARPENTRY WORK TO SUBSTRATE BY ANCHORING AND FASTENING AS INDICATED.

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

074113.13 - FORMED METAL ROOF PANELS

SUBMITTALS: INCLUDE PRODUCT DATA. INCLUDE SHOP DRAWINGS OF INSTALLATION LAYOUTS OF METAL PANELS; DETAILS OF EDGE CONDITIONS, JOINTS, PANEL PROFILES, ANCHORAGES, ATTACHMENT SYSTEM, AND ACCESSORIES; AND SPECIAL DETAILS. INCLUDE SAMPLES.

CLOSEOUT SUBMITTALS: PROVIDE MAINTENANCE DATA. INSTALLER QUALIFICATIONS: AN ENTITY THAT EMPLOYS INSTALLERS AND SUPERVISORS WHO ARE TRAINED AND APPROVED BY MANUFACTURER.

WARRANTY: MANUFACTURER'S STANDARD FORM IN WHICH MANUFACTURER AGREES TO REPAIR OR REPLACE COMPONENTS OF METAL PANEL SYSTEMS THAT FAIL IN MATERIALS OR WORKMANSHIP WITHIN SPECIFIED WARRANTY PERIOD OF TWO YEARS FROM DATE OF SUBSTANTIAL COMPLETION.

WARRANTY ON PANEL FINISHES: MANUFACTURER'S STANDARD FORM IN WHICH MANUFACTURER AGREES TO REPAIR FINISH OR REPLACE METAL PANELS THAT SHOW EVIDENCE OF DETERIORATION OF FACTORY-APPLIED FINISHES WITHIN SPECIFIED WARRANTY PERIOD OF 10 YEARS FROM DATE OF SUBSTANTIAL COMPLETION.

PRODUCTS:

STRUCTURAL PERFORMANCE: PROVIDE METAL PANEL SYSTEMS CAPABLE OF WITHSTANDING THE EFFECTS OF THE FOLLOWING LOADS, BASED ON TESTING ACCORDING TO ASTM E1592: WIND LOADS: AS INDICATED ON DRAWINGS. OTHER DESIGN LOADS: AS INDICATED ON DRAWINGS. DEFLECTION LIMITS: FOR WIND LOADS, NO GREATER THAN 1/180 OF THE SPAN.

HYDROSTATIC-HEAD RESISTANCE: NO WATER PENETRATION WHEN TESTED ACCORDING TO ASTM E2140.

WIND-UPLIFT RESISTANCE: PROVIDE METAL ROOF PANEL ASSEMBLIES THAT COMPLY WITH UL 580 FOR WIND-UPLIFT-RESISTANCE CLASS INDICATED. UPLIFT RATING: UL 90. FIRE/WINDSTORM CLASSIFICATION: CLASS 1A-90. HAIL RESISTANCE: SEVERE HAIL (CLASS 1-SH).

THERMAL MOVEMENTS: ALLOW FOR THERMAL MOVEMENTS FROM AMBIENT AND SURFACE TEMPERATURE CHANGES BY PREVENTING BUCKLING, OPENING OF JOINTS, OVERSTRESSING OF COMPONENTS, FAILURE OF JOINT SEALANTS, FAILURE OF CONNECTIONS, AND OTHER DETRIMENTAL EFFECTS. BASE CALCULATIONS ON SURFACE TEMPERATURES OF MATERIALS DUE TO BOTH SOLAR HEAT GAIN AND NIGHTTIME-SKY HEAT LOSS. TEMPERATURE CHANGE (RANGE): 120 DEG F (67 DEG C), AMBIENT; 180 DEG F (100 DEG C), MATERIAL SURFACES.

EXPOSED-FASTENER, LAP-SEAM, METAL ROOF PANELS - PROVIDE FACTORY-FORMED METAL ROOF PANELS DESIGNED TO BE INSTALLED BY LAPPING SIDE EDGES OF ADJACENT PANELS AND MECHANICALLY ATTACHING PANELS TO SUPPORTS USING EXPOSED FASTENERS INSIDE LAPS. INCLUDE ACCESSORIES REQUIRED FOR WEATHERTIGHT INSTALLATION.

7/8" CORRUGATED-PROFILE, 20 GAUGE, EXPOSED-FASTENER METAL ROOF PANELS: FORMED WITH ALTERNATING CURVED RIBS SPACED AT 2.67 INCHES (68 MM) O.C. ACROSS WIDTH OF PANEL.

METALLIC-COATED STEEL SHEET: ZINC-COATED (GALVANIZED) STEEL SHEET COMPLYING WITH ASTM A653/A653M, G90 (Z275) COATING DESIGNATION, OR ALUMINUM-ZINC ALLOY-COATED STEEL SHEET COMPLYING WITH ASTM A792/A792M, CLASS AZ50 (CLASS AZM150) COATING DESIGNATION; STRUCTURAL QUALITY. PREPAINTED BY THE COIL-COATING PROCESS TO COMPLY WITH ASTM A755/A755M. NOMINAL THICKNESS: 20 GAUGE. EXTERIOR FINISH: TWO-COAT FLUOROPOLYMER. AAMA 621. FLUOROPOLYMER FINISH CONTAINING NOT LESS THAN 70 PERCENT POLYVINYLIDENE FLUORIDE (PVDF) RESIN BY WEIGHT IN COLOR COAT. FINISH ON BOTH SIDES OF PANELS. COLOR: AS SELECTED BY THE CITY OF PARK CITY FROM MANUFACTURER'S FULL STANDARD RANGE.

PANEL FASTENERS: SELF-TAPPING SCREWS DESIGNED TO WITHSTAND DESIGN LOADS. PROVIDE EXPOSED FASTENERS WITH HEADS MATCHING COLOR OF METAL PANELS BY MEANS OF PLASTIC CAPS OR FACTORY-APPLIED COATING. PROVIDE EPDM OR PVC SEALING WASHERS FOR EXPOSED FASTENERS.

PANEL SEALANTS: PROVIDE SEALANT TYPES RECOMMENDED BY MANUFACTURER THAT ARE COMPATIBLE WITH PANEL MATERIALS, ARE NONSTAINING, AND DO NOT DAMAGE PANEL FINISH. PROVIDE ROOF MANUFACTURER STANDARD CLOSURE STRIPS AT ALL EXPOSED EDGES.

FABRICATION: FABRICATE AND FINISH METAL PANELS AND ACCESSORIES AT THE FACTORY, BY MANUFACTURER'S STANDARD PROCEDURES AND PROCESSES, AS NECESSARY TO FULFILL INDICATED PERFORMANCE REQUIREMENTS DEMONSTRATED BY LABORATORY TESTING. COMPLY WITH INDICATED PROFILES AND WITH DIMENSIONAL AND STRUCTURAL REQUIREMENTS.

WATERPROOF MEMBRANE: GRACE ICE & WATER SHIELD (OR EQUAL)

			SEAL		CONSULTANT	 756 East Winchester Street Suite 400 Salt Lake City, UT 84107 Phone: (801) 904-4000 Fax: (801) 904-4100	CLIENT		Designed By: Park City	PARK CITY SHELTER IMPROVEMENTS	Submittal Date: 01/17/2023
								Drawn By: E. Wentling	Contract No: 60605663		
								Checked By: D. Blood	EXHIBIT A ARCHITECTURAL SHELTER DRAWINGS		ARCHITECTURAL AND STRUCTURAL SPECS
REV	DATE	DESCRIPTION						Approved By: J. Jacobson			Alignment:

1/17/2023 8:47:11 AM

SPECIFICATIONS

074113.13 - FORMED METAL ROOF PANELS (CONTINUED)

INSTALLATION:

PREPARATION: INSTALL SUBFRAMING, FURRING, AND OTHER MISCELLANEOUS PANEL SUPPORT MEMBERS AND ANCHORAGES ACCORDING TO ASTM C754 AND METAL PANEL MANUFACTURER'S WRITTEN RECOMMENDATIONS.

INSTALLATION OF METAL ROOF PANELS: LAP-SEAM METAL PANELS: FASTEN METAL PANELS TO WOOD WITH FASTENERS AT EACH LAPPED JOINT. FASTENER SPACING AS RECOMMENDED BY MANUFACTURER. COORDINATE LOCATON OF REQUIRED FASTENERS WITH WOOD JOINTS. LAP RIBBED OR FLUTED SHEETS ONE FULL RIB. APPLY PANELS AND ASSOCIATED ITEMS TRUE TO LINE FOR NEAT AND WEATHERTIGHT ENCLOSURE. PROVIDE METAL-BACKED WASHERS UNDER HEADS OF EXPOSED FASTENERS BEARING ON WEATHER SIDE OF METAL PANELS. LOCATE AND SPACE EXPOSED FASTENERS IN UNIFORM VERTICAL AND HORIZONTAL ALIGNMENT. USE PROPER TOOLS TO OBTAIN CONTROLLED UNIFORM COMPRESSION FOR POSITIVE SEAL WITHOUT RUPTURE OF WASHER. INSTALL SCREW FASTENERS WITH POWER TOOLS HAVING CONTROLLED TORQUE ADJUSTED TO COMPRESS WASHER TIGHTLY WITHOUT DAMAGE TO WASHER, SCREW THREADS, OR PANELS. INSTALL SCREWS IN PREDRILLED HOLES. WATERTIGHT INSTALLATION: APPLY A CONTINUOUS RIBBON OF SEALANT OR TAPE TO SEAL LAPPED JOINTS OF METAL PANELS. USING SEALANT OR TAPE AS RECOMMEND BY MANUFACTURER ON SIDE LAPS OF NESTING-TYPE PANELS AND ELSEWHERE AS NEEDED TO MAKE PANELS WATERTIGHT.

CLEANING: REMOVE TEMPORARY PROTECTIVE COVERINGS AND STRIPPABLE FILMS, IF ANY, AS METAL PANELS ARE INSTALLED, UNLESS OTHERWISE INDICATED IN MANUFACTURER'S WRITTEN INSTALLATION INSTRUCTIONS. ON COMPLETION OF METAL PANEL INSTALLATION, CLEAN FINISHED SURFACES AS RECOMMENDED BY METAL PANEL MANUFACTURER. MAINTAIN IN A CLEAN CONDITION DURING CONSTRUCTION.

074200 - PERFORATED METAL WALL PANELS

SUBMITTALS: INCLUDE PRODUCT DATA. INCLUDE SHOP DRAWINGS OF INSTALLATION LAYOUTS OF METAL PANELS; DETAILS OF EDGE CONDITIONS, JOINTS, PANEL PROFILES, CORNERS, ANCHORAGES, ATTACHMENT SYSTEM, AND ACCESSORIES; AND SPECIAL DETAILS. INCLUDE MATERIAL SAMPLES. INCLUDE CUSTOM PERFORATED METAL ARCHITECTURAL DESIGNS FOR SELECTION AND APPROVAL BY THE CITY OF PARK CITY.

CLOSEOUT SUBMITTALS: PROVIDE MAINTENANCE DATA. INSTALLER QUALIFICATIONS: AN ENTITY THAT EMPLOYS INSTALLERS AND SUPERVISORS WHO ARE TRAINED AND APPROVED BY MANUFACTURER.

WARRANTY: MANUFACTURER'S STANDARD FORM IN WHICH MANUFACTURER AGREES TO REPAIR OR REPLACE COMPONENTS OF METAL PANEL SYSTEMS THAT FAIL IN MATERIALS OR WORKMANSHIP WITHIN SPECIFIED WARRANTY PERIOD OF TWO YEARS FROM DATE OF SUBSTANTIAL COMPLETION.

WARRANTY ON PANEL FINISHES: MANUFACTURER'S STANDARD FORM IN WHICH MANUFACTURER AGREES TO REPAIR FINISH OR REPLACE METAL PANELS THAT SHOW EVIDENCE OF DETERIORATION OF FACTORY-APPLIED FINISHES WITHIN SPECIFIED WARRANTY PERIOD OF 10 YEARS FROM DATE OF SUBSTANTIAL COMPLETION.

PRODUCTS:

MATERIAL: ALUMINUM, ASTM B209, WITH MINIMUM THICKNESS OF 0.190 INCHES. SHEET SIZES VARY, SEE DRAWINGS. SHAPE: FORMED PANEL EDGES AT 1.5 INCHES DEEP WITH EXPOSED FASTENERS AS RECOMMENDED BY MANUFACTURER.

FINISH: POWDER COATED OR FLUOROPOLYMER FINISH. COLOR TO MATCH STEEL FINISH. APPLY FINISH TO PANELS AND EXPOSED FASTENERS. PERFORATIONS: ROUND, 0.250 INCH DIAMETER HOLES. PERCENTAGE OF OPEN AREA AND PATTERN TO BE CUSTOM AS SELECTED BY THE CITY OF PARK CITY. PANEL MARGINS TO BE 1.25" MIN. ON ALL 4 SIDES

INSTALLATION:

VERIFY SUBSTRATE CONDITIONS ARE ACCEPTABLE FOR PRODUCT INSTALLATION IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

ERECT METALWORK SQUARE, PLUMB, STRAIGHT AND TRUE. PROVIDE SUITABLE MEANS OF ANCHORAGE AS RECOMMENDED BY MANUFACTURER. MATCH EXPOSED FASTENING DEVICES TO ATTACHED METALWORK.

PROTECT INSTALLED PRODUCT'S FINISH SURFACES FROM DAMAGE DURING CONSTRUCTION

077253.01 - SNOW RETENTION SYSTEM

DELEGATED DESIGN SUBMITTA: FOR SNOW RETENTION SYSTEM INDICATED COMPLY WITH PERFORMANCE CRITERIA AND DESIGN CRITERIA, INCLUDING DESIGN ANALYSIS DATA PREPARED, STAMPED AND SIGNED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF UTAH.

PREFABRICATED, NONCORROSIVE BAR TYPE UNITS UNIT TO BE DESIGN TO BE SCREW DOWN MOUNTED COMPLETE WITH PREDRILLED HOLES, CLAMPS FOR ANCHORING. ALUMINIUM ROODS OR BARS HELD IN PLACE BY STAINLESS STEEL CLAMPS. ALL COMPONENTS TO BE POWDER COATED TO MATCH THE ROOF PANEL COLOR.

DIVISION 08 - OPENINGS

088400 - PLASTIC GLAZING

COORDINATION: COORDINATE GLAZING CHANNEL DIMENSIONS TO PROVIDE NECESSARY BITE ON PLASTIC GLAZING, MINIMUM EDGE AND FACE CLEARANCES, AND ADEQUATE SEALANT THICKNESSES, WITH REASONABLE TOLERANCES.

SUBMITTALS: PROVIDE PRODUCT DATA. PROVIDE SAMPLES OF COLOR AND FINISH OF PLASTIC GLAZING INDICATED. PROVIDE PLASTIC GLAZING SCHEDULE PER DESIGNATIONS INDICATED ON DRAWINGS.

CLOSEOUT SUBMITTALS: MAINTENANCE DATA FOR PLASTIC GLAZING TO INCLUDE IN MAINTENANCE MANUALS.

WARRANTY FOR ABRASION- AND UV-RESISTANT, MULTIWALLED STRUCTURED POLYCARBONATE: MANUFACTURER AGREES TO REPLACE POLYCARBONATE PRODUCTS THAT BREAK OR DEVELOP DEFECTS FROM NORMAL USE THAT ARE ATTRIBUTABLE TO MANUFACTURING PROCESS AND NOT TO PRACTICES FOR MAINTAINING AND CLEANING PLASTIC GLAZING CONTRARY TO MANUFACTURER'S WRITTEN INSTRUCTIONS. DEFECTS INCLUDE COATING DELAMINATION, HAZE, EXCESSIVE YELLOWING, AND LOSS OF LIGHT TRANSMISSION BEYOND THE LIMITS STATED IN PLASTIC GLAZING MANUFACTURER'S STANDARD FORM. WARRANTY PERIOD: FIVE YEARS FROM DATE OF SUBSTANTIAL COMPLETION.

PRODUCTS:

SAFETY GLAZING: PLASTIC GLAZING SHALL COMPLY WITH 16 CFR 1201, CATEGORY II.

FIRE-TEST-RESPONSE CHARACTERISTICS OF PLASTIC GLAZING: AS DETERMINED BY TESTING PLASTIC GLAZING BY A QUALIFIED TESTING AGENCY ACCEPTABLE TO AUTHORITIES HAVING JURISDICTION. SELF-IGNITION TEMPERATURE OF 650 DEG F (343 DEG C) OR HIGHER WHEN TESTED ACCORDING TO ASTM D1929 ON PLASTIC SHEETS IN THICKNESSES INDICATED FOR THE WORK. SMOKE DENSITY OF 75 OR LESS WHEN TESTED ACCORDING TO ASTM D2843 ON PLASTIC SHEETS IN THICKNESSES INDICATED FOR THE WORK.

MULTIWALLED STRUCTURED POLYCARBONATE SHEET: MANUFACTURER'S STANDARD POLYCARBONATE EXTRUDED SHAPE WITH SMOOTH, FLAT EXTERIOR SURFACES AND INTERNAL RIBBING WITH HIGH IMPACT RATING. NOMINAL THICKNESS: 5/8 INCH (16 MM). UV RESISTANCE: ON BOTH SURFACES. COLOR: AS SELECTED BY ARCHITECT FROM MANUFACTURER'S FULL RANGE. COMBUSTIBILITY CLASS: CC1. FLAME-SPREAD INDEX: 25 OR LESS.

DENSE COMPRESSION GASKETS: MOLDED OR EXTRUDED GASKETS, EPDM, ASTM C864; AND OF PROFILE AND HARDNESS REQUIRED TO MAINTAIN WATERTIGHT SEAL. GLAZING SEALANTS: PROVIDE GLAZING SEALANTS THAT ARE COMPATIBLE WITH ONE ANOTHER AND WITH OTHER MATERIALS THEY CONTACT, INCLUDING PLASTIC GLAZING PRODUCTS AND GLAZING CHANNEL SUBSTRATES, UNDER CONDITIONS OF SERVICE AND APPLICATION, AS DEMONSTRATED BY SEALANT MANUFACTURER BASED ON TESTING AND FIELD EXPERIENCE. COLORS OF EXPOSED GLAZING SEALANTS: AS SELECTED BY ARCHITECT FROM MANUFACTURER'S FULL RANGE.

GLAZING SEALANT TYPE: NEUTRAL-CURING SILICONE GLAZING SEALANT COMPLYING WITH ASTM C920, TYPE S, GRADE NS, CLASS 100/50, USE NT.

CLEANERS, PRIMERS, AND SEALERS: TYPES RECOMMENDED BY SEALANT OR GASKET MANUFACTURER.

INSTALLATION:

GLAZING, GENERAL: COMPLY WITH COMBINED WRITTEN INSTRUCTIONS OF MANUFACTURERS OF PLASTIC GLAZING MATERIALS, SEALANTS, GASKETS, AND OTHER GLAZING MATERIALS UNLESS MORE STRINGENT REQUIREMENTS ARE INDICATED, INCLUDING THOSE IN REFERENCED GLAZING PUBLICATION.

GLAZING CHANNEL DIMENSIONS INDICATED ON DRAWINGS ARE DESIGNED TO PROVIDE THE NECESSARY BITE ON PLASTIC GLAZING, MINIMUM EDGE AND FACE CLEARANCES, AND ADEQUATE SEALANT THICKNESSES, WITH REASONABLE TOLERANCES. ADJUST PLASTIC GLAZING LITES DURING INSTALLATION TO ENSURE THAT BITE IS EQUAL ON ALL SIDES. SAND OR SCRAPE CUT EDGES OF PLASTIC GLAZING TO PROVIDE SMOOTH EDGES, FREE OF CHIPS AND HAIRLINE CRACKS.

REMOVE BURRS AND OTHER PROJECTIONS FROM GLAZING CHANNEL SURFACES.

PROTECT PLASTIC GLAZING SURFACES FROM ABRASION AND OTHER DAMAGE DURING HANDLING AND INSTALLATION, ACCORDING TO THE FOLLOWING REQUIREMENTS: RETAIN PLASTIC GLAZING MANUFACTURER'S PROTECTIVE COVERING OR PROTECT BY OTHER METHODS ACCORDING TO PLASTIC GLAZING MANUFACTURER'S WRITTEN INSTRUCTIONS. REMOVE COVERING AT BORDER OF EACH PIECE BEFORE GLAZING; REMOVE REMAINDER OF COVERING IMMEDIATELY AFTER INSTALLATION WHERE PLASTIC GLAZING IS EXPOSED TO SUNLIGHT OR WHERE OTHER CONDITIONS MAKE LATER REMOVAL DIFFICULT.

APPLY PRIMERS TO JOINT SURFACES WHERE REQUIRED FOR ADHESION OF SEALANTS, AS DETERMINED BY PRECONSTRUCTION SEALANT-SUBSTRATE TESTING.

GASKET GLAZING (DRY): FABRICATE COMPRESSION GASKETS IN LENGTHS RECOMMENDED IN WRITING BY GASKET MANUFACTURER TO FIT OPENINGS EXACTLY, WITH ALLOWANCE FOR STRETCH DURING INSTALLATION. INSERT SOFT COMPRESSION GASKET BETWEEN PLASTIC GLAZING AND FRAME OR FIXED STOP SO IT IS SECURELY IN PLACE WITH JOINTS MITER CUT AND BONDED TOGETHER AT CORNERS. CENTER PLASTIC GLAZING LITES IN OPENINGS ON SETTING BLOCKS AND PRESS FIRMLY AGAINST SOFT COMPRESSION GASKET BY INSERTING DENSE COMPRESSION GASKETS FORMED AND INSTALLED TO LOCK IN PLACE AGAINST FACES OF REMOVABLE STOPS. START GASKET APPLICATIONS AT CORNERS AND WORK TOWARD CENTERS OF OPENINGS. COMPRESS GASKETS TO PRODUCE A WEATHERTIGHT SEAL WITHOUT DEVELOPING BENDING STRESSES IN PLASTIC GLAZING. SEAL GASKET JOINTS WITH SEALANT RECOMMENDED BY GASKET MANUFACTURER.

CLEANING AND PROTECTION: PROTECT PLASTIC GLAZING FROM CONTACT WITH CONTAMINATING SUBSTANCES FROM CONSTRUCTION OPERATIONS. IF, DESPITE SUCH PROTECTION, CONTAMINATING SUBSTANCES DO COME INTO CONTACT WITH PLASTIC GLAZING, REMOVE IMMEDIATELY AND WASH PLASTIC GLAZING ACCORDING TO PLASTIC GLAZING MANUFACTURER'S WRITTEN INSTRUCTIONS. REMOVE AND REPLACE PLASTIC GLAZING THAT IS DAMAGED DURING CONSTRUCTION PERIOD.

DIVISION 09 - FINISHES

099300 - STAINING AND TRANSPARENT FINISHING

SUBMITTALS: PROVIDE PRODUCT DATA. INCLUDE PREPARATION REQUIREMENTS AND APPLICATION INSTRUCTIONS. INCLUDE SAMPLES FOR EACH TYPE OF FINISH SYSTEM AND IN EACH COLOR AND GLOSS OF FINISH REQUIRED.

			SEAL		CONSULTANT	 756 East Winchester Street Suite 400 Salt Lake City, UT 84107 Phone: (801) 904-4000 Fax: (801) 904-4100	CLIENT		Designed By: Park City	PARK CITY SHELTER IMPROVEMENTS	Submittal Date: 01/17/2023
								Drawn By: E. Wentling	Contract No: 60605663		
								Checked By: D. Blood	EXHIBIT A ARCHITECTURAL SHELTER DRAWINGS		ARCHITECTURAL AND STRUCTURAL SPECS
REV	DATE	DESCRIPTION						Approved By: J. Jacobson			Alignment:

SPECIFICATIONS

099300 - STAINING AND TRANSPARENT FINISHING (CONTINUED)

MOCKUPS: APPLY MOCKUP OF FINISH SYSTEM INDICATED AND EACH COLOR SELECTED TO VERIFY PRELIMINARY SELECTIONS MADE UNDER SAMPLE SUBMITTALS, TO DEMONSTRATE AESTHETIC EFFECTS, AND TO SET QUALITY STANDARDS FOR MATERIALS AND EXECUTION.

PRODUCTS:

EXTERIOR WOOD-FINISH-SYSTEM: VARNISH, EXTERIOR, WATER BASED, EGGSHELL: WATER-BASED CLEAR VARNISH FOR EXTERIOR WOOD SURFACES.

WATER-BASED VARNISH SYSTEM:

- A. PRIME COAT: WATER-BASED VARNISH MATCHING TOPCOAT.
- B. INTERMEDIATE COAT: WATER-BASED VARNISH MATCHING TOPCOAT.
- C. TOPCOAT: WATER-BASED VARNISH, EGGSHELL

MATERIAL COMPATIBILITY: MATERIALS FOR USE WITHIN EACH PAINT SYSTEM SHALL BE COMPATIBLE WITH ONE ANOTHER AND SUBSTRATES INDICATED, UNDER CONDITIONS OF SERVICE AND APPLICATION AS DEMONSTRATED BY MANUFACTURER, BASED ON TESTING AND FIELD EXPERIENCE. FOR EACH COAT IN A PAINT SYSTEM, PRODUCTS SHALL BE RECOMMENDED IN WRITING BY MANUFACTURERS OF TOPCOAT FOR USE IN PAINT SYSTEM AND ON SUBSTRATE INDICATED.

FINISH: CLEAR.

INSTALLATION:

EXAMINATION: EXAMINE SUBSTRATES AND CONDITIONS, WITH APPLICATOR PRESENT, FOR COMPLIANCE WITH REQUIREMENTS FOR MAXIMUM MOISTURE CONTENT AND OTHER CONDITIONS AFFECTING PERFORMANCE OF THE WORK. VERIFY SUITABILITY OF SUBSTRATES, INCLUDING SURFACE CONDITIONS AND COMPATIBILITY WITH EXISTING FINISHES AND PRIMERS.

PREPARATION: CLEAN AND PREPARE SURFACES TO BE FINISHED ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS FOR EACH SUBSTRATE CONDITION.

APPLICATION: APPLY FINISHES ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS AND RECOMMENDATIONS IN "MPI ARCHITECTURAL PAINTING SPECIFICATION MANUAL." APPLY FINISHES TO PRODUCE SURFACE FILMS WITHOUT CLOUDINESS, HOLIDAYS, LAP MARKS, BRUSH MARKS, RUNS, ROPINESS, OR OTHER SURFACE IMPERFECTIONS.

CLEANING AND PROTECTION: PROTECT WORK OF OTHER TRADES AGAINST DAMAGE FROM FINISH APPLICATION. CORRECT DAMAGE BY CLEANING, REPAIRING, REPLACING, AND REFINISHING, AS APPROVED BY THE CITY OF PARK CITY, AND LEAVE IN AN UNDAMAGED CONDITION. AT COMPLETION OF CONSTRUCTION ACTIVITIES OF OTHER TRADES, TOUCH UP AND RESTORE DAMAGED OR DEFACED FINISHED WOOD SURFACES.

099600 - HIGH-PERFORMANCE COATINGS

SUBMITTALS: PROVIDE PRODUCT DATA: FOR EACH TYPE OF PRODUCT. INCLUDE PREPARATION REQUIREMENTS AND APPLICATION INSTRUCTIONS. PROVIDE SAMPLES FOR EACH TYPE OF COATING SYSTEM AND IN EACH COLOR AND GLOSS OF TOPCOAT INDICATED.

MOCKUPS: APPLY MOCKUPS OF EACH COATING SYSTEM INDICATED TO VERIFY PRELIMINARY SELECTIONS MADE UNDER SAMPLE SUBMITTALS AND TO DEMONSTRATE AESTHETIC EFFECTS AND SET QUALITY STANDARDS FOR MATERIALS AND EXECUTION.

PRODUCTS:

MATERIAL COMPATIBILITY: MATERIALS FOR USE WITHIN EACH PAINT SYSTEM SHALL BE COMPATIBLE WITH ONE ANOTHER AND SUBSTRATES INDICATED, UNDER CONDITIONS OF SERVICE AND APPLICATION AS DEMONSTRATED BY MANUFACTURER, BASED ON TESTING AND FIELD EXPERIENCE. FOR EACH COAT IN A PAINT SYSTEM, PRODUCTS SHALL BE RECOMMENDED IN WRITING BY TOPCOAT MANUFACTURERS FOR USE IN PAINT SYSTEM AND ON SUBSTRATE INDICATED.

FINISH: HIGH PERFORMANCE ACRYLIC COATING (MP#161) ON ALL STEEL ABOVE GRADE. COLOR: SHERWIN WILLIAMS - UMBER RUST (SW 9100).

INSTALLATION EXAMINATION: EXAMINE SUBSTRATES AND CONDITIONS, WITH APPLICATOR PRESENT, FOR COMPLIANCE WITH REQUIREMENTS FOR MAXIMUM MOISTURE CONTENT AND OTHER CONDITIONS AFFECTING PERFORMANCE OF THE WORK. VERIFY SUITABILITY OF SUBSTRATES, INCLUDING SURFACE CONDITIONS AND COMPATIBILITY WITH EXISTING FINISHES AND PRIMERS. PROCEED WITH COATING APPLICATION ONLY AFTER UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED. APPLICATION OF COATING INDICATES ACCEPTANCE OF SURFACES AND CONDITIONS.

PREPARATION: COMPLY WITH MANUFACTURER'S WRITTEN INSTRUCTIONS AND RECOMMENDATIONS IN "MPI ARCHITECTURAL PAINTING SPECIFICATION MANUAL" APPLICABLE TO SUBSTRATES AND COATING SYSTEMS INDICATED. CLEAN SUBSTRATES OF SUBSTANCES THAT COULD IMPAIR BOND OF COATINGS, INCLUDING DUST, DIRT, OIL, GREASE, AND INCOMPATIBLE PAINTS AND ENCAPSULANTS.

APPLICATION: APPLY HIGH-PERFORMANCE COATINGS ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS AND RECOMMENDATIONS IN "MPI ARCHITECTURAL PAINTING SPECIFICATION MANUAL." APPLY COATINGS TO PRODUCE SURFACE FILMS WITHOUT CLOUDINESS, SPOTTING, HOLIDAYS, LAPS, BRUSH MARKS, RUNS, SAGS, ROPINESS, OR OTHER SURFACE IMPERFECTIONS. PRODUCE SHARP GLASS LINES AND COLOR BREAKS.

PROTECT FERROUS AND NON FERROUS METALS FROM CORROSION AND/OR GALVANIC ACTION WITH A HEAVY COATING OF BITUMINOUS PAINT ON SURFACES THAT WILL BE IN CONTACT WITH CONCRETE OR DISIMILAR METALS

099623 - GRAFFITI-RESISTANT COATINGS

SUBMITTALS: PROVIDE PRODUCT DATA.

MOCK-UP: TEST AREA ON EACH TYPE OF SURFACE FOR SUITABILITY AND RESULTS BEFORE OVERALL APPLICATION. TEST FOR APPLICATION SPEED, PATTERN AND TECHNIQUE NEEDED FOR A UNIFORM, EVEN COAT. LET THE TEST AREA DRY AND FULLY CURE BEFORE INSPECTION. KEEP TEST PANELS AVAILABLE FOR COMPARISON THROUGHOUT THE PROJECT.

CLOSEOUT SUBMITTALS: MAINTENANCE DATA TO BE INCLUDED IN MAINTENANCE MANUALS.

PRODUCTS:

COATING: CLEAR WATER-BASED SACRIFICIAL COATING (PROSOCO SURE KLEAN WEATHER SEAL SACRIFICIAL COATING SC-1 OR EQUAL).

COATING: CLEAR WATER-BASED SACRIFICIAL COATING (PROSOCO SURE KLEAN WEATHER SEAL SACRIFICIAL COATING SC-1 OR EQUAL).

TECHNICAL DATA: FORM - OPAQUE LIQUID, MILD ODOR. SPECIFIC GRAVITY - 0.99 PH: 9 TO 10. ACTIVE CONTENT - 10 PERCENT. TOTAL SOLIDS - 10 PERCENT (ASTM D2369). VOC CONTENT - LESS THAN 30 GRAMS PER LITER.

INSTALLATION:

LOCATION: ON ALL EXPOSED STEEL MEMBERS AND PERFORATED METAL WALL PANELS.

APPLICATION: INSTALL PER MANUFACTURERS REQUIREMENTS

		SEAL		CONSULTANT		CLIENT		Designed By: Park City		PARK CITY SHELTER IMPROVEMENTS		Submittal Date: 01/17/2023	
				 756 East Winchester Street Suite 400 Salt Lake City, UT 84107 Phone: (801) 904-4000 Fax: (801) 904-4100				Drawn By: E. Wentling		EXHIBIT A ARCHITECTURAL SHELTER DRAWINGS		Contract No: 60605663	
						Checked By: D. Blood		ARCHITECTURAL AND STRUCTURAL SPECS					
REV		DATE		DESCRIPTION		Approved By: J. Jacobson		Alignment:				Sheet No: G102	

STRUCTURAL NOTES

1. BUILDING CODES:

- A. THESE GENERAL NOTES APPLY TO ALL STRUCTURAL DRAWINGS. THIS PROJECT IS DESIGNED IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE (IBC), 2018 EDITION, THE MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES" (ASCE 7-16), AND THE AMENDMENTS BY THE PARK CITY DEPARTMENT OF BUILDING AND FIRE SAFETY.
- B. ALL MATERIAL AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE CODES SPECIFIED ABOVE.

2. DESIGN LOADS:

- A. LIVE LOAD REDUCTIONS SHALL BE COMPUTED IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE. ROOF LIVE LOADS ARE NON-REDUCIBLE.
- B. ROOF SNOW LOAD:
 GROUND SNOW LOAD (PG) 163 PSF
 FLAT-ROOF SNOW LOAD (PF) 114 PSF
 ROOF LIVE LOAD: 20 PSF
 ROOF DEAD LOAD: 10 PSF
- C. WIND LOAD: BASIC WIND SPEED (V3S) 115 MPH
 WIND EXPOSURE CATERGORY C
 WIND IMPORTANCE FACTOR (Iw) 1.0
 IBC BUILDING RISK CATEGORY I

3. STRUCTURAL STEEL:

STRUCTURAL STEEL, INCLUDING CAST IN ANGLES, PLATES OR OTHER SECTIONS SHALL BE DETAILED AND ERECTED IN ACCORDANCE WITH THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) SPECIFICATIONS AND CODE OF STANDARD PRACTICE, LATEST EDITION. WELDED CONNECTIONS SHALL CONFORM TO THE LATEST REVISED CODE OF THE AMERICAN WELDING SOCIETY, AWS D1.1, LATEST EDITION AND AESS CATEGORY 3 REQUIREMENTS. EXPOSED SURFACE OF STEEL MEMBERS TO BE FREE OF MARKINGS AND BLEMISHES FOR APPLICATION OF PAINTED FINISH.

STRUCTURAL STEEL:
 ASTM A992 (Fy=50 KSI) - ROLLED STEEL SHAPES, WIDE FLANGE, S SHAPES, AND CHANNELS UNLESS NOTED ON THE DRAWINGS.
 ASTM A36 (Fy=36 KSI) -ROLLED STEEL PLATES, ANGLES, BARS AND RODS AS NOTED ON THE DRAWINGS.

COLUMN BASE PLATES SHALL BE SET ON SHRINK GROUT WITH A MINIMUM OF (4) 3/4" DIAMETER X 1'-0" ANCHOR BOLTS, UNLESS NOTED OTHERWISE.

SET STRUCTURAL STEEL ACCURATELY IN LOCATIONS AND TO ELEVATIONS INDICATED AND IN ACCORDANCE WITH ANSI/AISC 303 AND ANSI/AISC 360.

ALIGN AND ADJUST VARIOUS MEMBERS THAT FORM PART OF COMPLETE FRAME OR STRUCTURE BEFORE PERMANENTLY FASTENING. BEFORE ASSEMBLY, CLEAN BEARING SURFACES AND OTHER SURFACES THAT ARE IN PERMANENT CONTACT WITH MEMBERS. PERFORM NECESSARY ADJUSTMENTS TO COMPENSATE FOR DISCREPANCIES IN ELEVATIONS AND ALIGNMENT.

LEVEL AND PLUMB INDIVIDUAL MEMBERS OF STRUCTURE. SLOPE ROOF FRAMING MEMBERS TO SLOPES INDICATED ON DRAWINGS.

MAKE ALLOWANCES FOR DIFFERENCE BETWEEN TEMPERATURE AT TIME OF ERECTION AND MEAN TEMPERATURE WHEN STRUCTURE IS COMPLETE AND IN SERVICE.

WELD CONNECTIONS: COMPLY WITH AWS D1.1/D1.1M FOR TOLERANCES, APPEARANCES, WELDING PROCEDURE SPECIFICATIONS, WELD QUALITY, AND METHODS USED IN CORRECTING WELDING WORK. COMPLY WITH ANSI/AISC 303 AND ANSI/AISC 360 FOR BEARING, ALIGNMENT, ADEQUACY OF TEMPORARY CONNECTIONS, AND REMOVAL OF PAINT ON SURFACES ADJACENT TO FIELD WELDS. REMOVE BACKING BARS, BACK GOUGE, AND GRIND STEEL SMOOTH.

TOUCHUP PAINTING: IMMEDIATELY AFTER ERECTION, CLEAN EXPOSED AREAS WHERE COATING IS DAMAGED OR MISSING, AND PAINT WITH THE SAME MATERIAL AS USED FOR SHOP PAINTING TO COMPLY WITH SSPC-PA 1 FOR TOUCHING UP SHOP-PAINTED SURFACES. CLEAN AND PREPARE SURFACES BY SSPC-SP 2 HAND-TOOL CLEANING OR SSPC-SP 3 POWER-TOOL CLEANING.

SPECIAL INSTRUCTIONS: OWNER WILL ENGAGE A SPECIAL INSPECTOR TO PERFORM THE FOLLOWING SPECIAL INSTRUCTIONS: VERIFY STRUCTURAL-STEEL MATERIALS AND INSPECT STEEL FRAME JOINT DETAILS; AND VERIFY WELD MATERIALS AND INSPECT WELDS

TESTING AGENCY: OWNER WILL ENGAGE A QUALIFIED TESTING AGENCY TO PERFORM TESTS AND INSPECTIONS: WELDED CONNECTIONS: VISUALLY INSPECT FIELD WELDS IN ACCORDANCE WITH AWS D1.1/D1.1M

FASTEN MTL ROOF DECK TO TIMBER PLANKS W/ SIMPSON SELF-DRILLING BULGE-HEAD SCREWS, STAINLESS, #8X2" @ 12"X12" MAX SPACING

4. WOOD:

- A. ALL WOOD DESIGN AND CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE PROVISIONS OF "THE NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION", LATEST EDITION.
- B. FRAMING LUMBER SHALL BE WESTERN RED CEDAR (UNLESS NOTED OTHERWISE) AND AS FOLLOWS OR BETTER:
 2X AND 4X BEAMS #2 GRADE
 6X OR LARGER BEAMS . . . #1 GRADE

5. ERECTION:

EXAMINATION: EXAMINE SUBSTRATES, AREAS, AND CONDITIONS WITH ERECTOR PRESENT, FOR COMPLIANCE WITH REQUIREMENTS FOR INSTALLATION TOLERANCES AND OTHER CONDITIONS AFFECTING PERFORMANCE OF THE WORK. BEFORE ERECTION PROCEEDS, SURVEY ELEVATIONS AND LOCATIONS OF CONCRETE AND BEARING PLATES TO RECEIVE STRUCTURAL FRAMING, WITH ERECTOR PRESENT, FOR COMPLIANCE WITH REQUIREMENTS AND TOLERANCES. PROCEED WITH ERECTION ONLY AFTER UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED.

PREPARATION: PROVIDE TEMPORARY SHORES, GUYS, BRACES, AND OTHER SUPPORTS DURING ERECTION TO KEEP STRUCTURAL FRAMING SECURE, PLUMB, AND IN ALIGNMENT AGAINST TEMPORARY CONSTRUCTION LOADS AND LOADS EQUAL IN INTENSITY TO DESIGN LOADS. REMOVE TEMPORARY SUPPORTS WHEN PERMANENT STRUCTURAL FRAMING, CONNECTIONS, AND BRACING ARE IN PLACE UNLESS OTHERWISE NOTED.

ERECTION: DO NOT FIELD CUT, DRILL, OR ALTER STRUCTURAL MEMBERS WITHOUT WRITTEN APPROVAL FROM THE OWNER. SET STRUCTURAL FRAMING ACCURATELY IN LOCATIONS AND TO ELEVATIONS INDICATED, ACCORDING TO AISC SPECIFICATIONS REFERENCED IN THIS SECTION. MAINTAIN STRUCTURAL STABILITY OF FRAME DURING ERECTION.

ALIGN AND ADJUST STRUCTURAL FRAMING BEFORE PERMANENTLY FASTENING. BEFORE ASSEMBLY, CLEAN BEARING SURFACES AND OTHER SURFACES THAT WILL BE IN PERMANENT CONTACT WITH FRAMING. PERFORM NECESSARY ADJUSTMENTS TO COMPENSATE FOR DISCREPANCIES IN ELEVATIONS AND ALIGNMENT. LEVEL AND PLUMB INDIVIDUAL MEMBERS OF STRUCTURE. MAKE ALLOWANCES FOR DIFFERENCE BETWEEN TEMPERATURE AT TIME OF ERECTION AND MEAN TEMPERATURE WHEN STRUCTURE WILL BE COMPLETED AND IN SERVICE.

ERECTION TOLERANCES: MAINTAIN ERECTION TOLERANCES OF STRUCTURAL FRAMING WITHIN AISC 303.

SPECIAL INSPECTIONS: OWNER WILL ENGAGE A QUALIFIED SPECIAL INSPECTOR TO PERFORM FIELD QUALITY CONTROL SPECIAL INSPECTIONS AND TO SUBMIT REPORTS. PRODUCT WILL BE CONSIDERED DEFECTIVE IF IT DOES NOT PASS TESTS AND INSPECTIONS.

TOUCHUP PAINTING: AFTER ERECTION, PROMPTLY CLEAN, PREPARE, AND RE-COAT FIELD CONNECTIONS, RUST SPOTS, AND ABRADED SURFACES OF PRE-COATED STRUCTURAL FRAMING, BEARING PLATES, AND ACCESSORIES. CLEAN AND PREPARE SURFACES BY SSPC-SP 2, "HAND TOOL CLEANING," OR BY SSPC-SP 3, "POWER TOOL CLEANING." APPLY SIMILAR COATING OF SAME TYPE AS COATING USED ON ADJACENT SURFACES.

REV	DATE	DESCRIPTION



SEAL
PROFESSIONAL STRUCTURAL ENGINEER
 No. 12523467
JOHN MARTIN WADE
 8/23/2023
 STATE OF UTAH

CONSULTANT
AECOM
 756 East Winchester Street
 Suite 400
 Salt Lake City, UT 84107
 Phone: (801) 904-4000
 Fax: (801) 904-4100



Designed By:
Park City
 Drawn By:
E. Wentling
 Checked By:
D. Blood
 Approved By:
J. Jacobson

PARK CITY SHELTER IMPROVEMENTS

EXHIBIT A
ARCHITECTURAL SHELTER
DRAWINGS

Submittal Date: 01/17/2023
 Contract No: 60605663
ARCHITECTURAL AND STRUCTURAL SPECS
 Alignment: Sheet No:
G103

1/17/2023 8:47:11 AM

STRUCTURAL FOUNDATION NOTES

1. SPREAD FOOTING FOUNDATIONS:

- A. THE FOUNDATION DESIGN HAS BEEN COMPLETED IN ACCORDANCE WITH PERTINENT STANDARDS, RECOMMENDED DESIGN SOIL PARAMETERS, ACCEPTED ENGINEERING DESIGN PROCEDURES, AND IS BASED ON THE BEST INFORMATION AVAILABLE AT THE TIME OF COMPLETION
- B. FOUNDATION DESIGN IS BASED ON PRESUMPTIVE LOAD VALUES FROM IBC TABLE 1806.2. THE CONTRACTOR SHALL THOROUGHLY REVIEW AND UNDERSTAND ALL PERTINENT CONSTRUCTION ASPECTS OF THIS SECTION BEFORE BEGINNING ANY WORK.
- C. DESIGN OF FOOTINGS AND FOUNDATION WALLS IS BASED ON THE FOLLOWING CRITERIA:
 VERTICAL FOUNDATION PRESSURE = 1500 PSF
 LATERAL BEARING PRESSURE = 100 PCF
- D. SOIL BENEATH FOOTINGS, AND SLABS-ON-GRADE SHALL BE SOLID UNDISTURBED MATERIAL, FREE OF FROST, WATER AND FOREIGN DEBRIS, OR APPROVED STRUCTURAL FILL
- E. A GEOTECHNICAL ENGINEER SHALL OBSERVE THE EXCAVATION AND BACKFILLING OF SOIL TO DETERMINE THAT THE SOIL TYPE AND CONDITIONS ARE CONSISTENT WITH PRESUMPTIVE VALUES ASSUMED. IF THE SOIL PROPERTIES ARE FOUND TO BE DIFFERENT FROM THIS CRITERIA, THE STRUCTURAL ENGINEER OF RECORD SHALL BE PROMPTLY NOTIFIED SO THAT THE FOUNDATION DESIGN MAY BE REVIEWED.
- F. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE THE LOCATION OF ELECTRICAL CONDUITS, INSERTS, BURIED CABLES AND UTILITIES, ETC. WITH ARCHITECTURAL, AND ELECTRICAL DRAWINGS

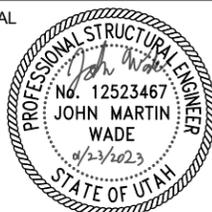
2. CAST-IN-PLACE-CONCRETE:

- A. CONCRETE HAS BEEN DESIGNED AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE AMERICAN CONCRETE INSTITUTE "BUILDING CODE REQUIREMENT REINFORCED CONCRETE" AND "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS" (ACI 318 AND ACI 301) LATEST EDITIONS. ALL CONCRETE SHALL BE OF STONE AGGREGATE, UNLESS NOTED OTHERWISE
- B. CONCRETE MIXES: MIX 'A' FOR FOUNDATIONS, AND MISC. CONCRETE U.N.O.:
 3,000 PSI MINIMUM COMPRESSIVE STRENGTH AT AGE 28 DAYS
 TYPE I/II CEMENT, MINIMUM OF 470 POUNDS PER CUBIC YARD
 3/4" MAXIMUM AGGREGATE SIZE
 6% ± 1% ENTRAINED AIR
 5" (8" WITH SUPER PLASTICIZER) MAXIMUM SLUMP
- C. QUALITY ASSURANCE: MANUFACTURER QUALIFICATIONS TO INCLUDE A FIRM EXPERIENCED IN MANUFACTURING READY-MIXED CONCRETE PRODUCTS AND THAT COMPLIES WITH ASTM C 94 REQUIREMENTS FOR PRODUCTION FACILITIES AND EQUIPMENT
- D. STEEL REINFORCEMENT: REINFORCING BARS SHALL BE ASTM A 615, GRADE 60, DEFORMED. BAR SUPPORTS SHALL BE BOLSTERS, CHAIRS, SPACERS, AND OTHER DEVICES FOR SPACING, SUPPORTING, AND FASTENING REINFORCING BARS AND WELDED WIRE REINFORCEMENT IN PLACE. GALVANIZED-STEEL WELDED-WIRE REINFORCEMENT: ASTM A1064/A1064M, PLAIN, FABRICATED FROM GALVANIZED-STEEL WIRE INTO FLAT SHEETS.
- E. CONCRETE MATERIALS: PORTLAND CEMENT SHALL BE ASTM C 150, TYPE I/II. NORMAL-WEIGHT AGGREGATES SHALL CONSIST OF ASTM C 33, GRADED, 1-1/2" NOMINAL MAXIMUM COURSE-AGGREGATE SIZE. FINE AGGREGATE SHALL BE FREE OF MATERIALS WITH DELETERIOUS REACTIVITY TO ALKALI IN CEMENT. WATER SHALL BE POTABLE PER ASTM C 94. AIR-ENTRAINING ADMIXTURE PER ASTM C 260
- F. CURLING MATERIALS: FOR EVAPORATION RETARDER USE WATERBORNE, MONOMOLECULAR FILM FORMING, MANUFACTURED FOR APPLICATION TO FRESH CONCRETE
- G. RELATED MATERIALS: EXPANSION AND ISOLATION-JOINT-FILLER STRIPS TO BE ASMT D 1751, ASPHALT-SATURATED CELLULOSIC FIBER
- H. CONCRETE MIXTURES: PREPARE DESIGN MIXTURES FOR EACH TYPE AND STRENGTH OF CONCRETE, PROPORTIONED ON THE BASIS OF LABORATORY TRIAL MIXTURE OR FIELD TEST DATA, OR BOTH, ACCORDING TO ACI 301. USE FLY ASH, POZZOLAN, GROUND GRANULATED BLAST-FURNACE SLAG, AND SILICA FUME AS NEEDED TO REDUCE THE TOTAL AMOUNT OF PORTLAND CEMENT, WHICH WOULD OTHERWISE BE USED, BY NOT LESS THAN 40 PERCENT
- I. CONCRETE MIXING: FOR READY-MIXED CONCRETE MEASURE, BATCH, MIX, AND DELIVER CONCRETE ACCORDING TO ASTM C 94 AND FURNISH BATCH TICKET INFORMATION. WHEN AIR TEMPERATURE IS BETWEEN 85 AND 90 DEGREES FAHRENHEIT, REDUCE MIXING AND DELIVERY TIME FROM 1-1/2 HOURS TO 75 MINUTES; WHEN AIR TEMPERATURE IS ABOVE 90 DEGREES FAHRENHEIT, REDUCE MIXING AND DELIVERY TIME TO 60 MINUTES
- J. FORMWORK: DESIGN, ERECT, SHORE, BRACE, AND MAINTAIN FORMWORK ACCORDING TO ACI 301 TO SUPPORT VERTICAL, LATERAL, STATIC, AND DYNAMIC LOADS, AND CONSTRUCTION LOADS THAT MIGHT BE APPLIED, UNTIL STRUCTURE CAN SUPPORT SUCH LOADS. CONSTRUCT FORMWORK SO CONCRETE MEMBERS AND STRUCTURES ARE OF SIZE, SHAPE, ALIGNMENT, ELEVATION, AND POSITIVE INDICATED, WITHIN TOLERANCE LIMITS OF ACI 117. CHAMFER EXTERIOR CORNERS AND EDGES OF PERMANENTLY EXPOSED CONCRETE. EARTH FORMED FOOTINGS ARE ACCEPTABLE
- K. JOINTS: CONSTRUCT JOINTS TRUE TO LINE WITH FACES PERPENDICULAR TO SURFACE PLANE OF CONCRETE. INSTALL SO STRENGTH AND APPEARANCE OF CONCRETE ARE NOT IMPAIRED, AT LOCATIONS INDICATED OR AS APPROVED BY CITY OF PARK CITY. FOR CONTRACTION JOINTS IN SLABS-ON-GRADE, FORM WEAKENED-PLANE CONTRACTION JOINTS, SECTIONING CONCRETE INTO AREAS APPROVED BY CITY OF PARK CITY OR ENGINEER. CONSTRUCT CONTRACTION JOINTS FOR A DEPTH EQUAL TO AT LEAST ONE-FORTH OF CONCRETE THICKNESS. FOR ISOLATION JOINTS IN SLABS-ON-GRADE REMOVE FORMWORK AND INSTALL JOINT-FILLER STRIPS AT SLAB JUNCTIONS WITH VERTICAL SURFACES, SUCH AS COLUMN PEDESTALS, FOUNDATION WALLS, GRADE BEAMS, AND OTHER LOCATIONS

- L. CONCRETE PLACEMENT: BEFORE PLACING CONCRETE, VERIFY THAT INSTALLATION OF FORMWORK, REINFORCEMENT, AND EMBEDDED ITEMS IS COMPLETE AND THAT REQUIRED INSPECTIONS HAVE BEEN PERFORMED. DEPOSIT CONCRETE CONTINUOUSLY IN ONE LAYER OR IN HORIZONTAL LAYERS OF SUCH THICKNESS THAT NO NEW CONCRETE WILL BE PLACED ON CONCRETE THAT HAS HARDENED ENOUGH TO CAUSE SEAMS OR PLANES OF WEAKNESS. CONSOLIDATE PLACED CONCRETE WITH MECHANICAL/VIBRATING EQUIPMENT ACCORDING TO ACI 301. COLD-WEATHER PLACEMENT: COMPLY WITH ACI 306.1. HOT WEATHER PLACEMENT: COMPLY WITH ACI 301
- M. FINISHING FORMED SURFACES: FOR SMOOTH-RUBBED FINISH, NOT LATER THAN ONE DAY AFTER FORM REMOVAL, MOISTEN CONCRETE SURFACES AND RUB WITH CARBORUNDUM BRICK OR ANOTHER ABRASIVE UNTIL PRODUCING A UNIFORM COLOR AND TEXTURE. DO NOT APPLY CEMENT GROUT OTHER THAN THAT CREATED BY THE RUBBING PROCESS.
- N. FINISH FLOORS AND SLABS: TROWEL FINISH: AFTER APPLYING FLOAT FINISH, APPLY FIRST TROWELING AND CONSOLIDATE CONCRETE BY HAND OR POWER-DRIVEN TROWEL. CONTINUE TROWELING PASSES AND RESTRAIGHTEN UNTIL SURFACE IS FREE OF TROWEL MARKS AND UNIFORM IN TEXTURE AND APPEARANCE. APPLY A TROWEL FINISH TO SURFACES INDICATED. FINISH AND MEASURE SURFACE SO GAP AT ANY POINT BETWEEN CONCRETE SURFACE AND AN UNLEVELLED, FREESTANDING, 10-FOOT-LONG STRAIGHTEDGE RESTING ON 2 HIGH SPOTS AND PLACED ANYWHERE ON THE SURFACE DOES NOT EXCEED 1/8". FOR BROOM FINISH APPLY A BROOM FINISH TO EXTERIOR CONCRETE PLATFORMS, STEPS, AND RAMPS, AND ELSEWHERE AS INDICATED
- O. CONCRETE PROTECTING AND CURING: PROTECT FRESHLY PLACED ON CONCRETE FROM PREMATURE DRYING AND EXCESSIVE COLD OR HOT TEMPERATURES. COMPLY WITH ACI 306.1 FOR COLD-WEATHER PROTECTION AND ACI 301 FOR HOT-WEATHER PROTECTION DURING CURING. APPLY EVAPORATION RETARDER TO UNFORMED CONCRETE SURFACES IF HOT, DRY, WINDY CONDITIONS CAUSE MOISTURE LOSS APPROACHING 0.2 LB/SQ.FT. X H BEFORE AND DURING FINISHING OPERATIONS. APPLY ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS AFTER PLACING, SCREEDING, AND BULL FLOATING OR DARBING CONCRETE, BUT BEFORE FLOAT FINISHING.
- P. CONCRETE SURFACE REPAIRS: REPAIR AND PATCH DEFECTIVE AREAS WHEN APPROVED BY CITY OF PARK CITY. REMOVE AND REPLACE CONCRETE THAT CANNOT BE REPAIRED AND PATCHED TO CITY OF PARK CITY'S APPROVAL
- Q. FIELD QUALITY CONTROL: OWNER WILL ENGAGE A QUALIFIED INDEPENDENT TESTING AND INSPECTING AGENCY TO PERFORM FIELD TESTS AND INSPECTIONS AND PREPARE TEST REPORTS. TESTS SHALL BE PERFORMED ACCORDING TO ACI 301
- R. IN THE PERFORMANCE OF THE WORK THE CONTRACTOR, SUBCONTRACTORS, MATERIAL MEN, OR SUPPLIERS SHALL USE ONLY UNMANUFACTURED ARTICLES, MATERIALS, AND SUPPLIES THAT HAVE BEEN MINED OR PRODUCED IN THE UNITED STATES; AND MANUFACTURED ARTICLES, MATERIALS, AND SUPPLIES THAT HAVE BEEN MANUFACTURED IN THE UNITED STATES SUBSTANTIALLY ALL FROM ARTICLES, MATERIALS, OR SUPPLIES MINED, PRODUCED, OR MANUFACTURED IN THE UNITED STATES

REV	DATE	DESCRIPTION

SEAL



CONSULTANT



756 East Winchester Street
 Suite 400
 Salt Lake City, UT 84107
 Phone: (801) 904-4000
 Fax: (801) 904-4100

CLIENT



Designed By:

Park City

Drawn By:

E. Wentling

Checked By:

D. Blood

Approved By:

J. Jacobson

PARK CITY SHELTER IMPROVEMENTS

EXHIBIT A
 ARCHITECTURAL SHELTER
 DRAWINGS

Submittal Date: 01/17/2023

Contract No: 60605663

ARCHITECTURAL AND
 STRUCTURAL SPECS

Alignment:

Sheet No:

G104

1/17/2023 8:47:11 AM

GENERAL NOTES - FLOOR PLANS

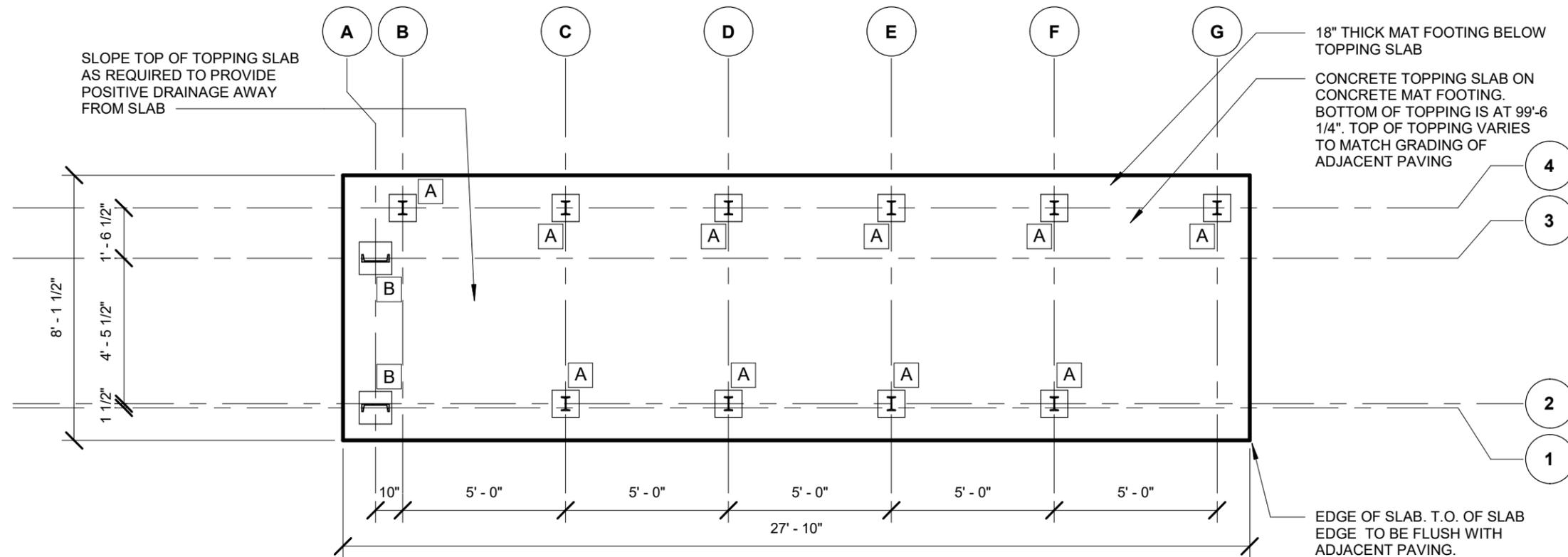
- THIS SET OF CONSTRUCTION DOCUMENTS IS FOR THE LARGE SHELTERS. SEE SHEET G-001 FOR INFORMATION ON ALTERNATE SIZE OPTIONS.
- APPLY A HIGH PERFORMANCE COATING TO ALL STEEL MEMBERS

STEEL COLUMN SCHEDULE

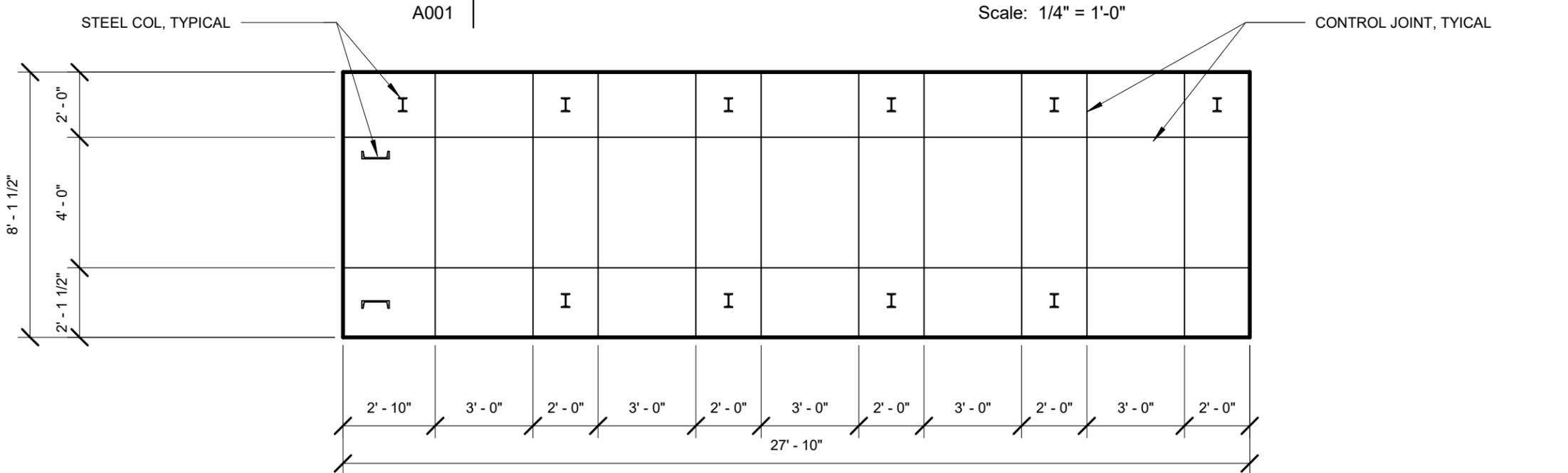
- A** TYPICAL COLUMN - S5X10 WITH BASE PLATE 3/4"x10"x10". BOTTOM OF BASE PLATE AT ELEVATION 99' 7-1/4"
- B** STOP MARKER COLUMN - C10X20 WITH BASE PLATE 3/4"x12"x12". BOTTOM OF BASE PLATE AT ELEVATION 99' 7-1/4"

FOOTING NOTES

18" THICK FOOTING: REINFORCED WITH #4 AT 12" EACH WAY, TOP AND BOTTOM - SEE DETAIL 4/A502 SIM.

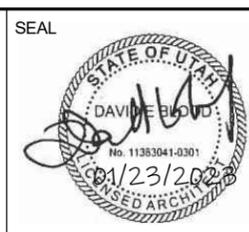
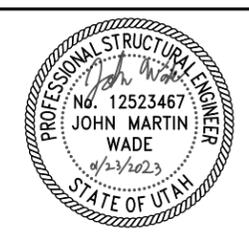


1 | **FOUNDATION PLAN**
 Scale: 1/4" = 1'-0"



2 | **CONTROL JOINT PLAN**
 Scale: 1/4" = 1'-0"

REV	DATE	DESCRIPTION



CONSULTANT
AECOM
 756 East Winchester Street
 Suite 400
 Salt Lake City, UT 84107
 Phone: (801) 904-4000
 Fax: (801) 904-4100



Designed By:
Park City
 Drawn By:
E. Wentling
 Checked By:
D. Blood
 Approved By:
J. Jacobson

PARK CITY SHELTER IMPROVEMENTS

**EXHIBIT A
 ARCHITECTURAL SHELTER
 DRAWINGS**

Submittal Date: 01/17/2023	
Contract No: 60605663	
FOUNDATION PLAN	
Alignment:	Sheet No: A001

1/20/2023 10:22:30 AM

GENERAL NOTES - FLOOR PLANS

1. THIS SET OF CONSTRUCTION DOCUMENTS IS FOR THE LARGE SHELTERS. SEE SHEET G-001 FOR INFORMATION ON ALTERNATE SIZE OPTIONS.
2. APPLY A HIGH PERFORMANCE COATING TO ALL STEEL MEMBERS
3. APPLY ANTI-GRAFFITI COATING TO ALL EXPOSED STEEL MEMBERS AND PERFORATED METAL WALL PANELS

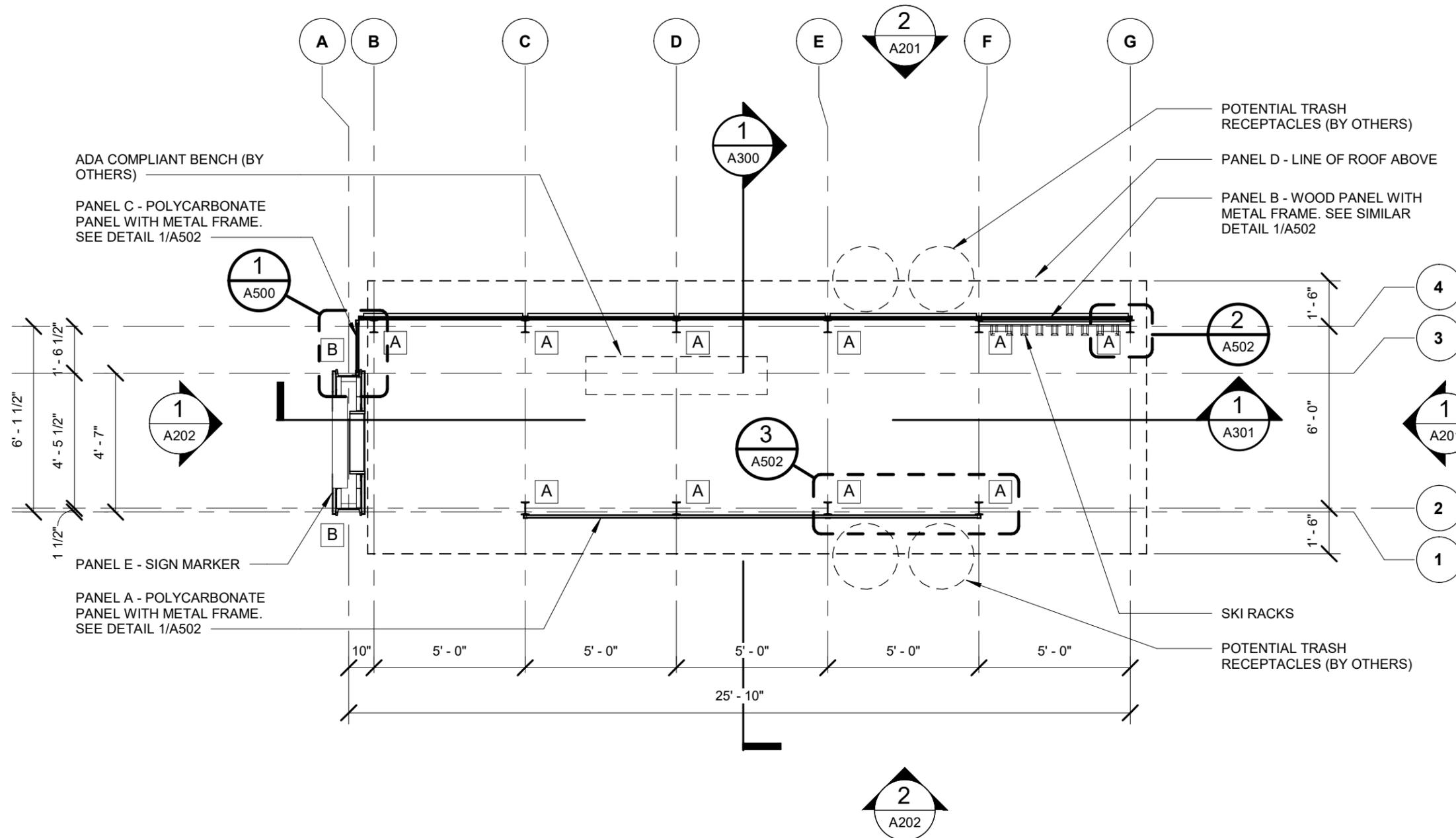
STEEL COLUMN SCHEDULE

- A TYPICAL COLUMN - S5X10 WITH CAP PLATE 3/8"x4x6
- B STOP MARKER COLUMN - C10X20

PANEL SCHEDULE

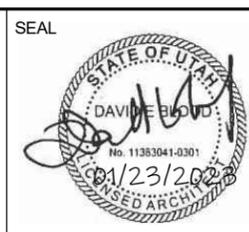
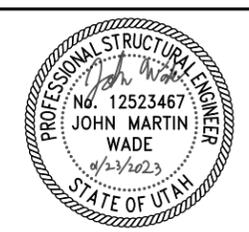
PROPOSED DESIGN IS TO FABRICATE INDIVIDUAL WALL AND ROOF PANES IN SHOP. INDIVIDUAL PANELS TO BE ASSEMBLED AND CONNECTED IN THE FIELD WITH BOLTED CONNECTIONS

- PANEL A FRONT WALL PANEL
- PANEL B REAR WALL PANEL
- PANEL C RETURN WALL PANEL
- PANEL D ROOF PANEL
- PANEL E STOP MARKER



1
A101 | **FLOOR PLAN**
Scale: 1/4" = 1'-0"

REV	DATE	DESCRIPTION



CONSULTANT
AECOM
 756 East Winchester Street
 Suite 400
 Salt Lake City, UT 84107
 Phone: (801) 904-4000
 Fax: (801) 904-4100



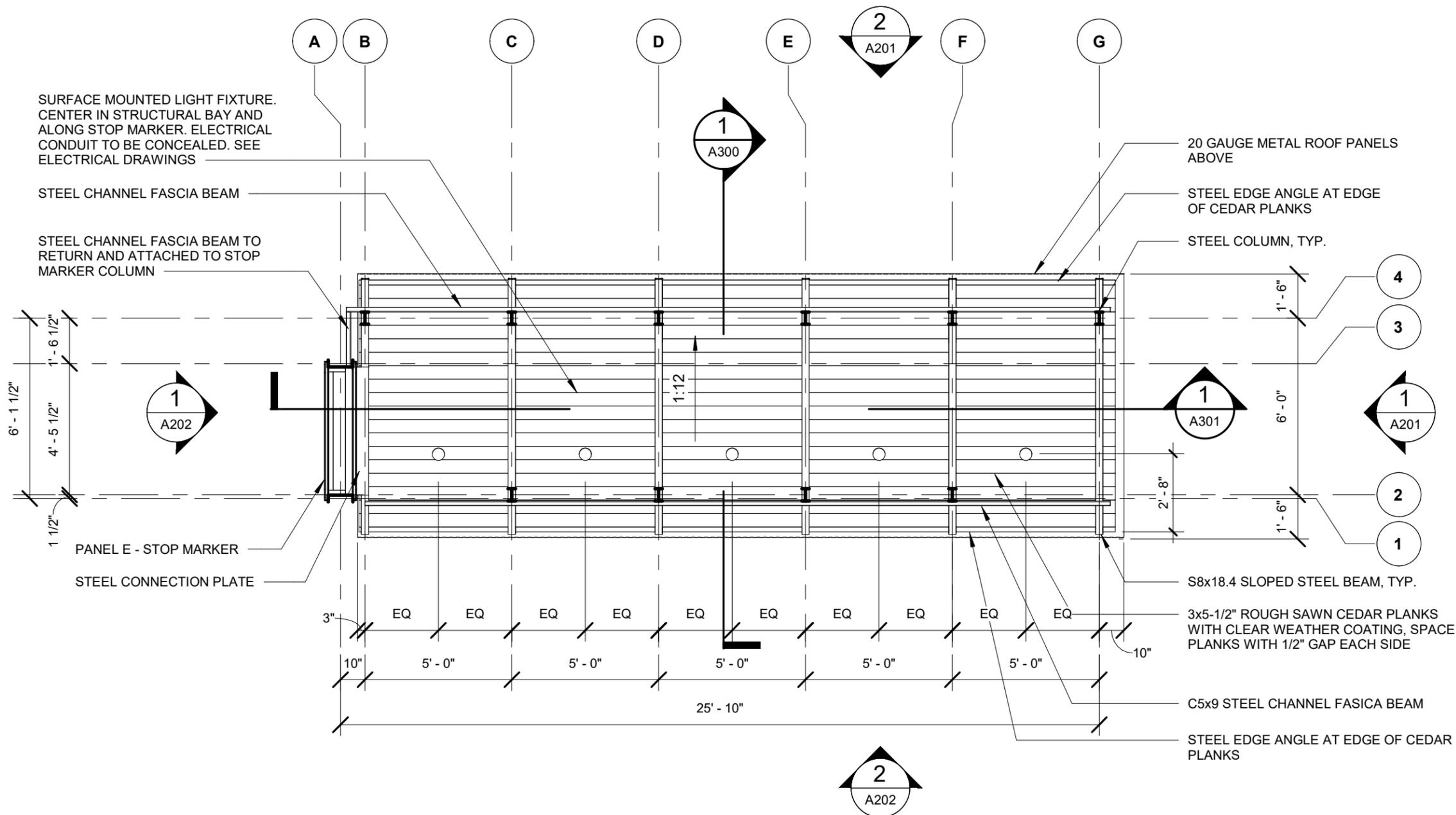
Designed By:
Park City
 Drawn By:
E. Wentling
 Checked By:
D. Blood
 Approved By:
J. Jacobson

PARK CITY SHELTER IMPROVEMENTS

EXHIBIT A
ARCHITECTURAL SHELTER
DRAWINGS

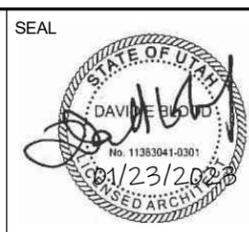
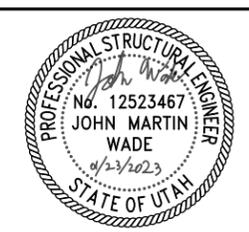
Submittal Date: 01/17/2023	
Contract No: 60605663	
FLOOR PLAN	
Alignment:	Sheet No: A101

1/17/2023 8:46:42 AM



1 | **CEILING PLAN - OVERALL - 01 FIRST FLOOR**
 A151 | Scale: 1/4" = 1'-0"

REV	DATE	DESCRIPTION



CONSULTANT
AECOM
 756 East Winchester Street
 Suite 400
 Salt Lake City, UT 84107
 Phone: (801) 904-4000
 Fax: (801) 904-4100

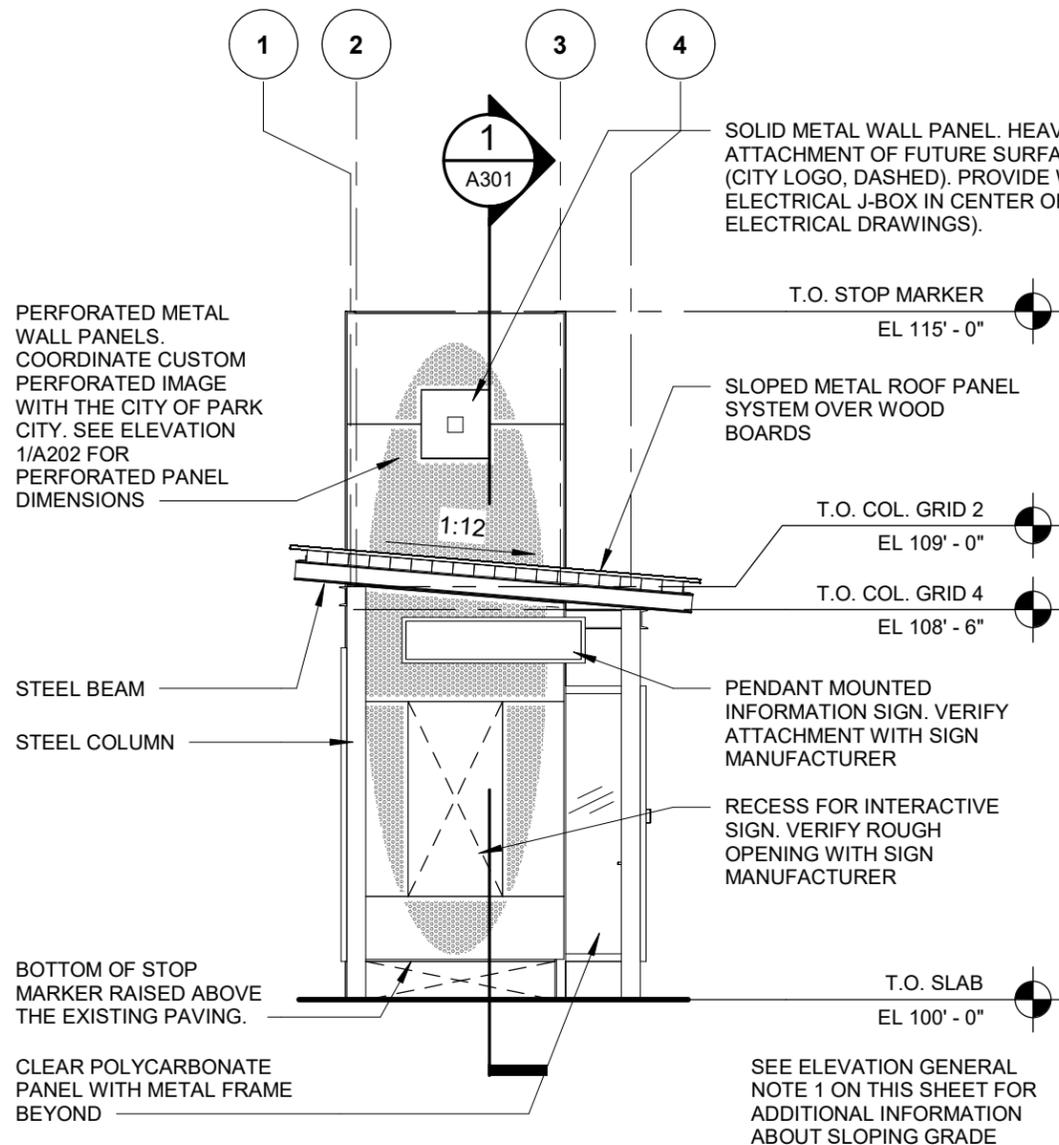


Designed By:
Park City
 Drawn By:
E. Wentling
 Checked By:
D. Blood
 Approved By:
J. Jacobson

PARK CITY SHELTER IMPROVEMENTS
EXHIBIT A
ARCHITECTURAL SHELTER
DRAWINGS

Submittal Date: 01/17/2023
 Contract No: 60605663
CEILING PLAN
 Alignment: Sheet No:
A151

1/17/2023 8:46:43 AM



PERFORATED METAL WALL PANELS. COORDINATE CUSTOM PERFORATED IMAGE WITH THE CITY OF PARK CITY. SEE ELEVATION 1/A202 FOR PERFORATED PANEL DIMENSIONS

STEEL BEAM
STEEL COLUMN

BOTTOM OF STOP MARKER RAISED ABOVE THE EXISTING PAVING.

CLEAR POLYCARBONATE PANEL WITH METAL FRAME BEYOND

SOLID METAL WALL PANEL. HEAVY GAUGE TO ALLOW ATTACHMENT OF FUTURE SURFACE MOUNTED SIGN (CITY LOGO, DASHED). PROVIDE WEATHER PROOF ELECTRICAL J-BOX IN CENTER OF PANEL (SEE ELECTRICAL DRAWINGS).

T.O. STOP MARKER
EL 115' - 0"

SLOPED METAL ROOF PANEL SYSTEM OVER WOOD BOARDS

T.O. COL. GRID 2
EL 109' - 0"

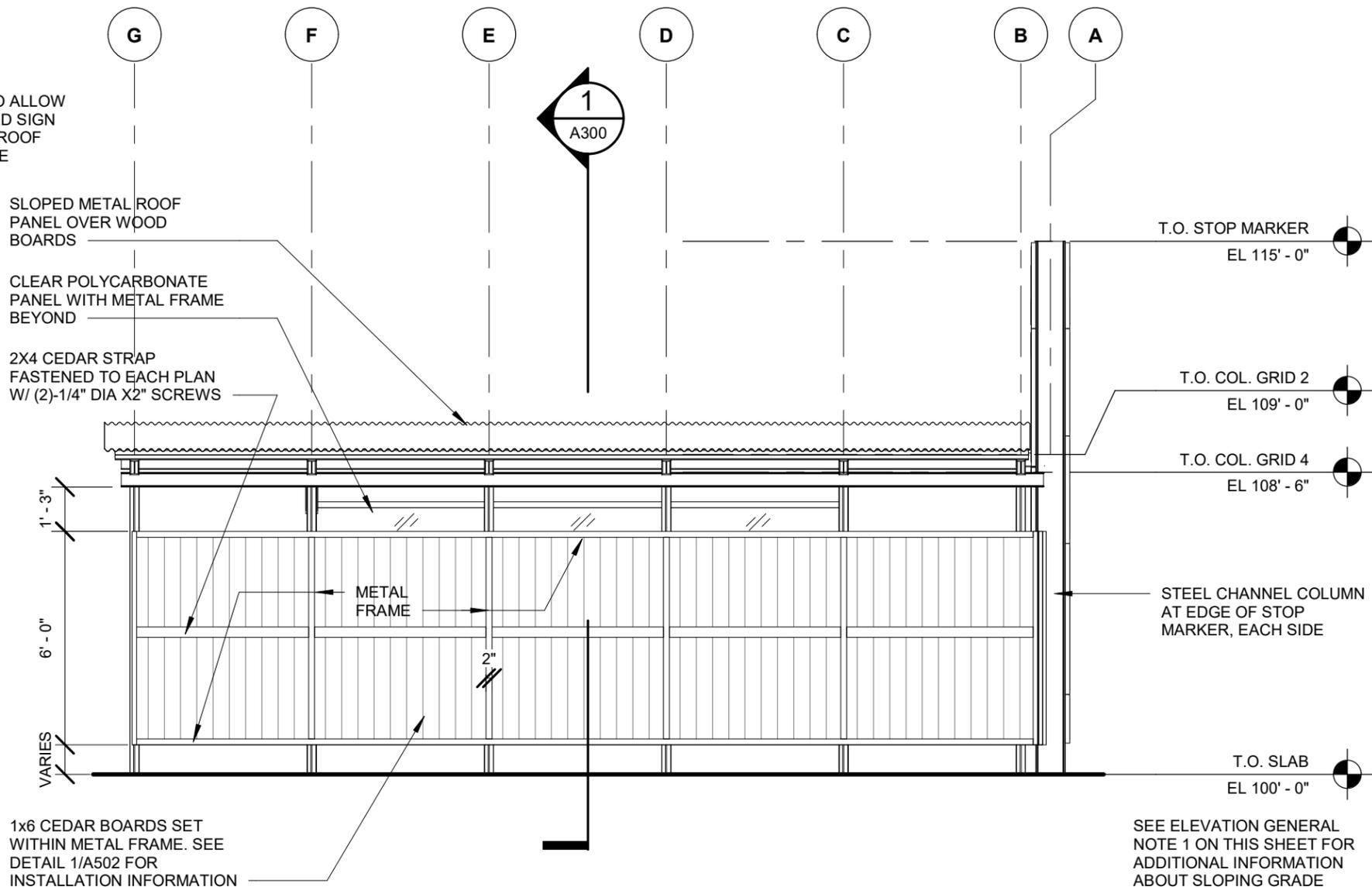
T.O. COL. GRID 4
EL 108' - 6"

PENDANT MOUNTED INFORMATION SIGN. VERIFY ATTACHMENT WITH SIGN MANUFACTURER

RECESS FOR INTERACTIVE SIGN. VERIFY ROUGH OPENING WITH SIGN MANUFACTURER

T.O. SLAB
EL 100' - 0"

SEE ELEVATION GENERAL NOTE 1 ON THIS SHEET FOR ADDITIONAL INFORMATION ABOUT SLOPING GRADE



SLOPED METAL ROOF PANEL OVER WOOD BOARDS

CLEAR POLYCARBONATE PANEL WITH METAL FRAME BEYOND

2X4 CEDAR STRAP FASTENED TO EACH PLAN W/ (2)-1/4" DIA X2" SCREWS

1'-3"
6'-0"
VARIES

METAL FRAME

1x6 CEDAR BOARDS SET WITHIN METAL FRAME. SEE DETAIL 1/A502 FOR INSTALLATION INFORMATION

T.O. STOP MARKER
EL 115' - 0"

T.O. COL. GRID 2
EL 109' - 0"

T.O. COL. GRID 4
EL 108' - 6"

STEEL CHANNEL COLUMN AT EDGE OF STOP MARKER, EACH SIDE

T.O. SLAB
EL 100' - 0"

SEE ELEVATION GENERAL NOTE 1 ON THIS SHEET FOR ADDITIONAL INFORMATION ABOUT SLOPING GRADE

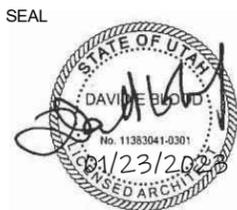
GENERAL NOTES - ELEVATIONS

1. SLOPE TOP OF CONCRETE SLAB AS REQUIRED TO PROVIDE POSITIVE DRAINAGE AWAY FROM SLAB. TOP OF THE SLAB EDGE TO BE FLUSH WITH ADJACENT PAVING. ELEVATION 100'-0" TO BE AT THE CENTER OF THE COLUMN WITH THE LOWEST PAVING ELEVATION. VARIABLE DIMENSIONS BELOW ANY HORIZONTAL COMPONENT SHALL NOT RESULT IN A DIMENSION LESS THAN 12 INCHES CLEAR FROM ANY COMPONENT TO PAVEMENT

1 | **EXTERIOR ELEVATION - SIDE**
A201 | Scale: 1/4" = 1'-0"

2 | **EXTERIOR ELEVATION - REAR**
A201 | Scale: 1/4" = 1'-0"

REV	DATE	DESCRIPTION



CONSULTANT
AECOM
756 East Winchester Street
Suite 400
Salt Lake City, UT 84107
Phone: (801) 904-4000
Fax: (801) 904-4100

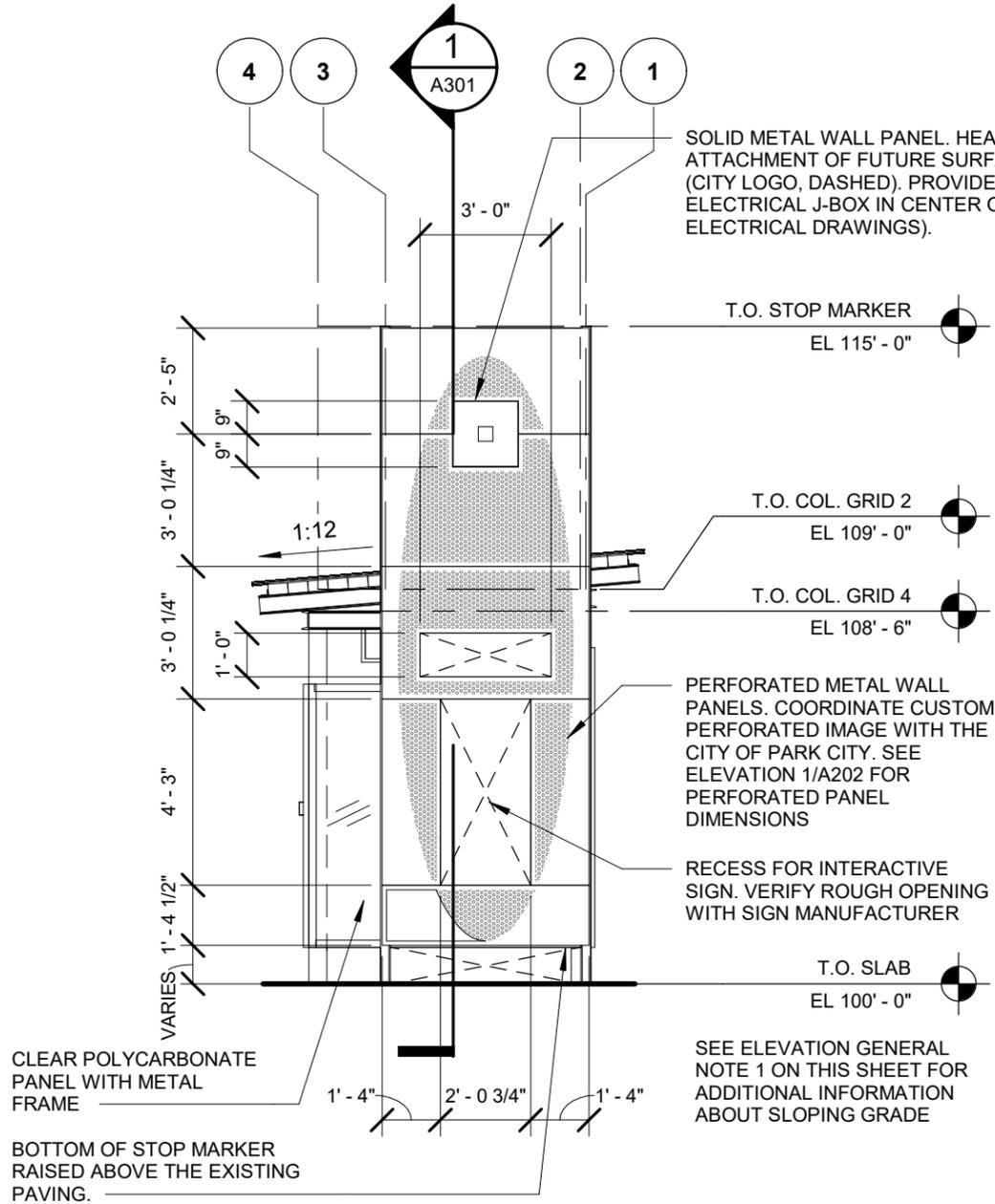


Designed By:
Park City
Drawn By:
E. Wentling
Checked By:
D. Blood
Approved By:
J. Jacobson

PARK CITY SHELTER IMPROVEMENTS
EXHIBIT A
ARCHITECTURAL SHELTER
DRAWINGS

Submittal Date: 01/17/2023
Contract No: 60605663
EXTERIOR ELEVATIONS
Alignment: | Sheet No: **A201**

1/17/2023 8:46:50 AM



CLEAR POLYCARBONATE PANEL WITH METAL FRAME

BOTTOM OF STOP MARKER RAISED ABOVE THE EXISTING PAVING.

SOLID METAL WALL PANEL. HEAVY GAUGE TO ALLOW ATTACHMENT OF FUTURE SURFACE MOUNTED SIGN (CITY LOGO, DASHED). PROVIDE WEATHER PROOF ELECTRICAL J-BOX IN CENTER OF PANEL (SEE ELECTRICAL DRAWINGS).

T.O. STOP MARKER
EL 115' - 0"

T.O. COL. GRID 2
EL 109' - 0"

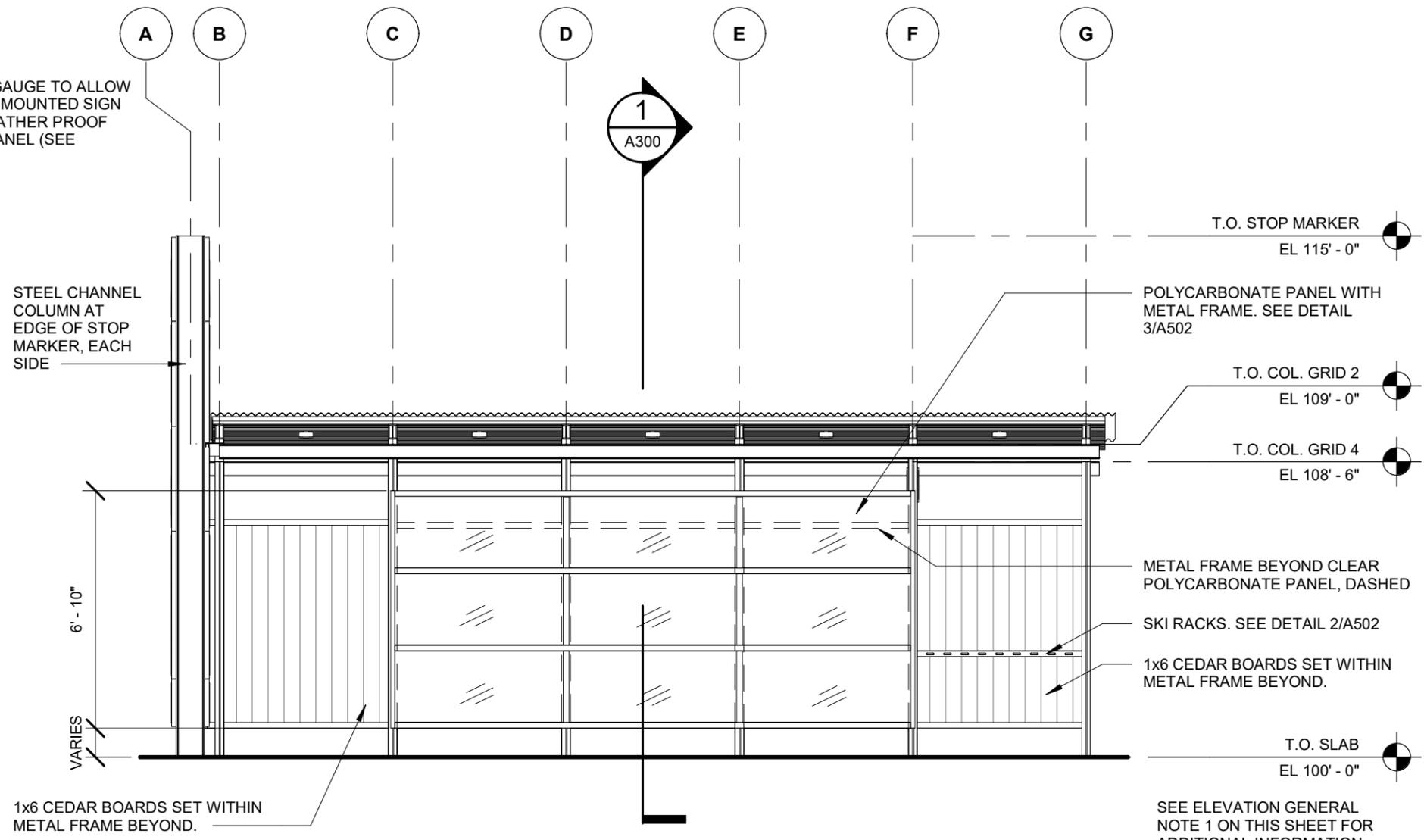
T.O. COL. GRID 4
EL 108' - 6"

PERFORATED METAL WALL PANELS. COORDINATE CUSTOM PERFORATED IMAGE WITH THE CITY OF PARK CITY. SEE ELEVATION 1/A202 FOR PERFORATED PANEL DIMENSIONS

RECESS FOR INTERACTIVE SIGN. VERIFY ROUGH OPENING WITH SIGN MANUFACTURER

T.O. SLAB
EL 100' - 0"

SEE ELEVATION GENERAL NOTE 1 ON THIS SHEET FOR ADDITIONAL INFORMATION ABOUT SLOPING GRADE



STEEL CHANNEL COLUMN AT EDGE OF STOP MARKER, EACH SIDE

1x6 CEDAR BOARDS SET WITHIN METAL FRAME BEYOND.

POLYCARBONATE PANEL WITH METAL FRAME. SEE DETAIL 3/A502

T.O. COL. GRID 2
EL 109' - 0"

T.O. COL. GRID 4
EL 108' - 6"

METAL FRAME BEYOND CLEAR POLYCARBONATE PANEL, DASHED

SKI RACKS. SEE DETAIL 2/A502

1x6 CEDAR BOARDS SET WITHIN METAL FRAME BEYOND.

T.O. SLAB
EL 100' - 0"

SEE ELEVATION GENERAL NOTE 1 ON THIS SHEET FOR ADDITIONAL INFORMATION ABOUT SLOPING GRADE

1 | **EXTERIOR ELEVATION - SIDE**
A202 | Scale: 1/4" = 1'-0"

2 | **EXTERIOR ELEVATION - FRONT**
A202 | Scale: 1/4" = 1'-0"

GENERAL NOTES - ELEVATIONS

1. SLOPE TOP OF CONCRETE SLAB AS REQUIRED TO PROVIDE POSITIVE DRAINAGE AWAY FROM SLAB. TOP OF THE SLAB EDGE TO BE FLUSH WITH ADJACENT PAVING. ELEVATION 100'-0" TO BE AT THE CENTER OF THE COLUMN WITH THE LOWEST PAVING ELEVATION. VARIABLE DIMENSIONS BELOW ANY HORIZONTAL COMPONENT SHALL NOT RESULT IN A DIMENSION LESS THAN 12 INCHES CLEAR FROM ANY COMPONENT TO PAVEMENT

REV	DATE	DESCRIPTION



SEAL
DAVID BLOOD
No. 11383041-0301
01/23/2023

CONSULTANT
AECOM
756 East Winchester Street
Suite 400
Salt Lake City, UT 84107
Phone: (801) 904-4000
Fax: (801) 904-4100



Designed By:
Park City
Drawn By:
E. Wentling
Checked By:
D. Blood
Approved By:
J. Jacobson

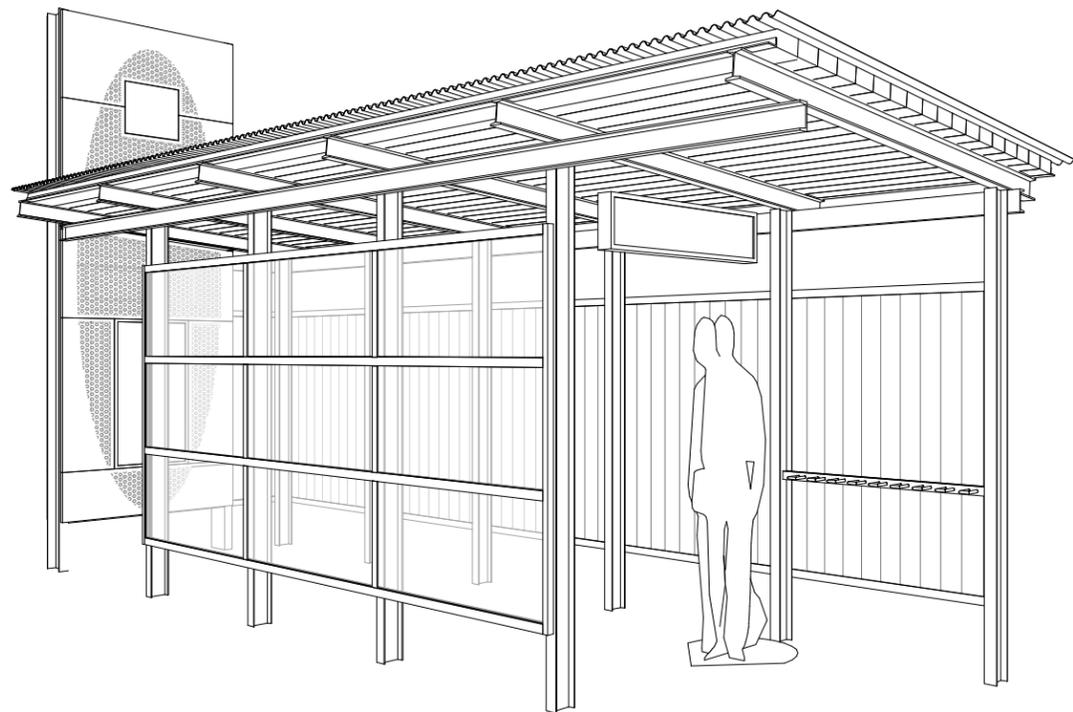
PARK CITY SHELTER IMPROVEMENTS

**EXHIBIT A
ARCHITECTURAL SHELTER
DRAWINGS**

Submittal Date: 01/17/2023
Contract No: 60605663

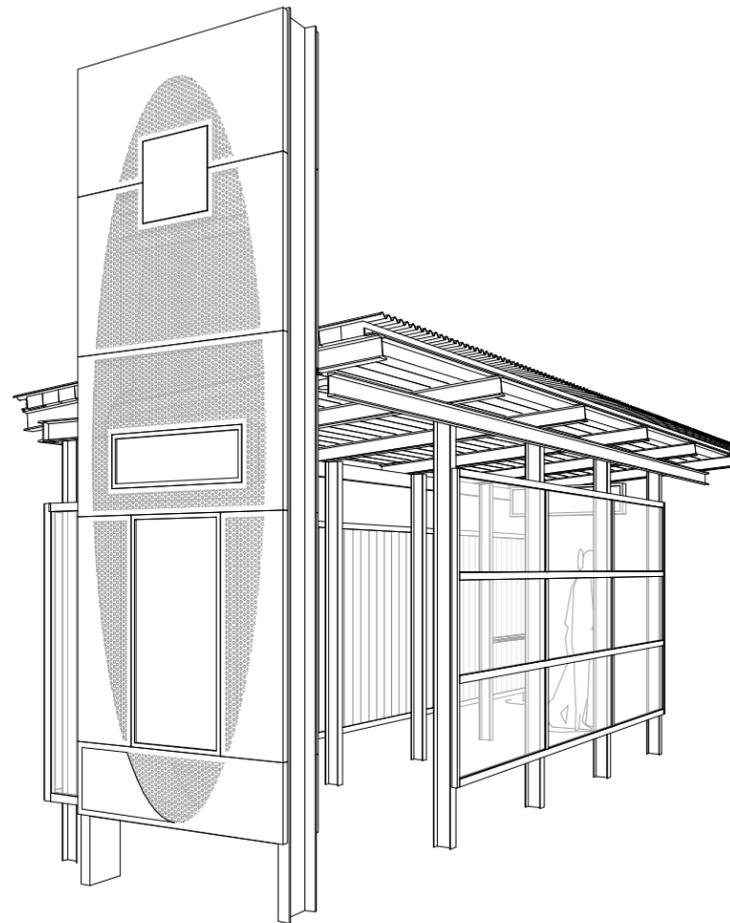
Alignment: | Sheet No:
A202

1/17/2023 8:46:58 AM



1

FRONT PERSEPECTIVE



2

FRONT PERSEPECTIVE

REV	DATE	DESCRIPTION

SEAL



CONSULTANT



756 East Winchester Street
Suite 400
Salt Lake City, UT 84107
Phone: (801) 904-4000
Fax: (801) 904-4100

CLIENT



Designed By:
Park City

Drawn By:
E. Wentling

Checked By:
D. Blood

Approved By:
J. Jacobson

PARK CITY SHELTER IMPROVEMENTS

**EXHIBIT A
ARCHITECTURAL SHELTER
DRAWINGS**

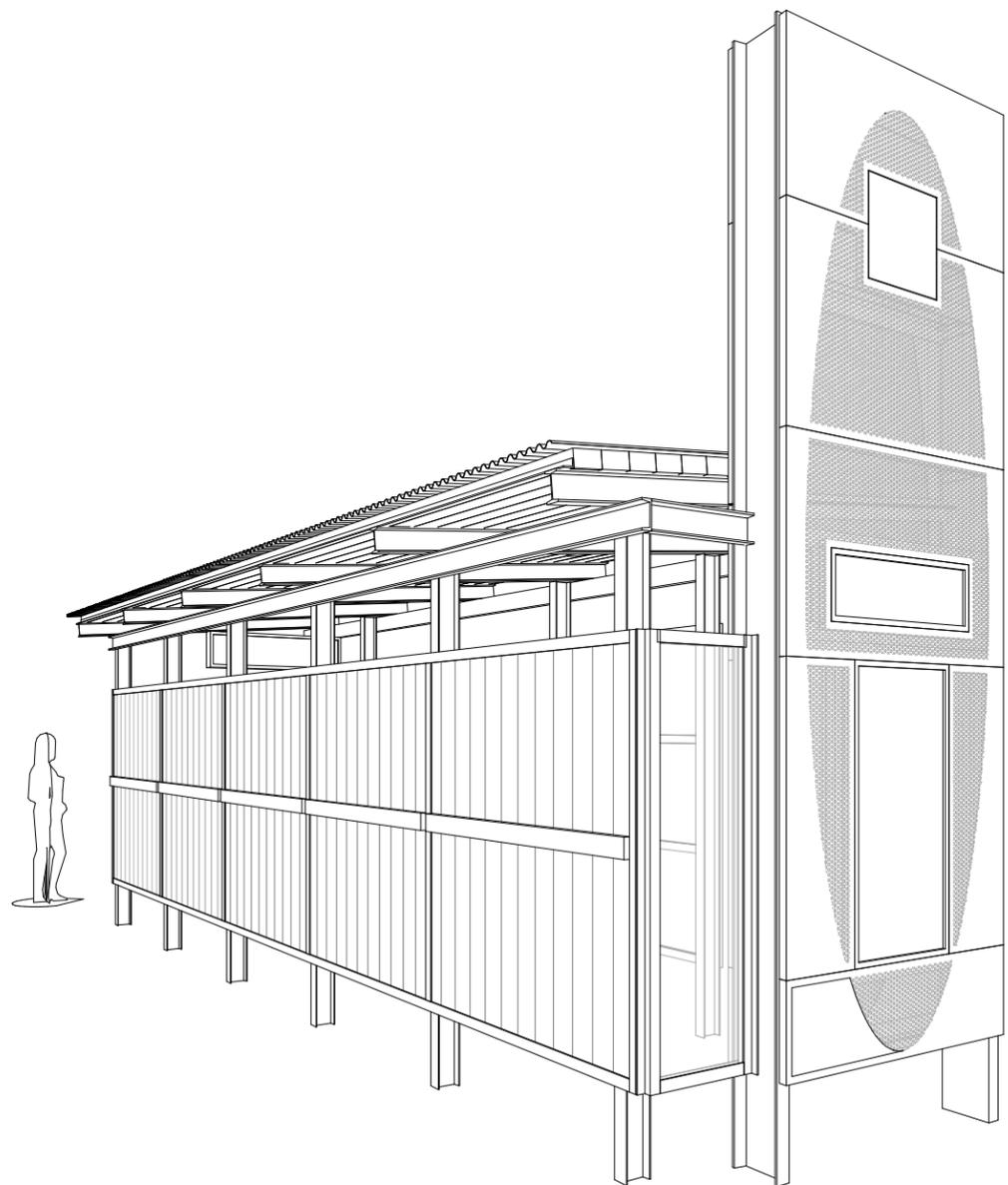
Submittal Date: 01/17/2023

Contract No: 60605663

**EXTERIOR
PERSPECTIVES**

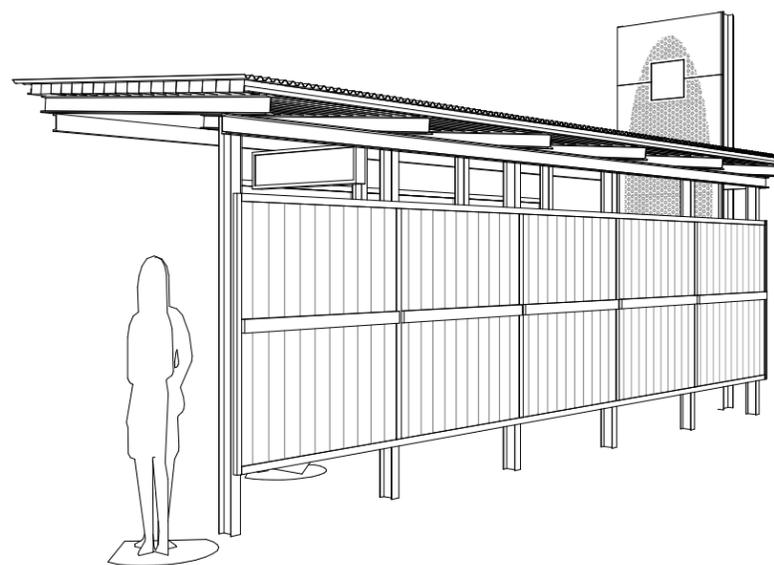
Alignment:

Sheet No:
A280



1

REAR PERSPECTIVE



2

REAR PERSPECTIVE

REV	DATE	DESCRIPTION

SEAL



CONSULTANT



756 East Winchester Street
Suite 400
Salt Lake City, UT 84107
Phone: (801) 904-4000
Fax: (801) 904-4100

CLIENT



Designed By:
Park City

Drawn By:
E. Wentling

Checked By:
D. Blood

Approved By:
J. Jacobson

PARK CITY SHELTER IMPROVEMENTS

EXHIBIT A
ARCHITECTURAL SHELTER
DRAWINGS

Submittal Date: 01/17/2023

Contract No: 60605663

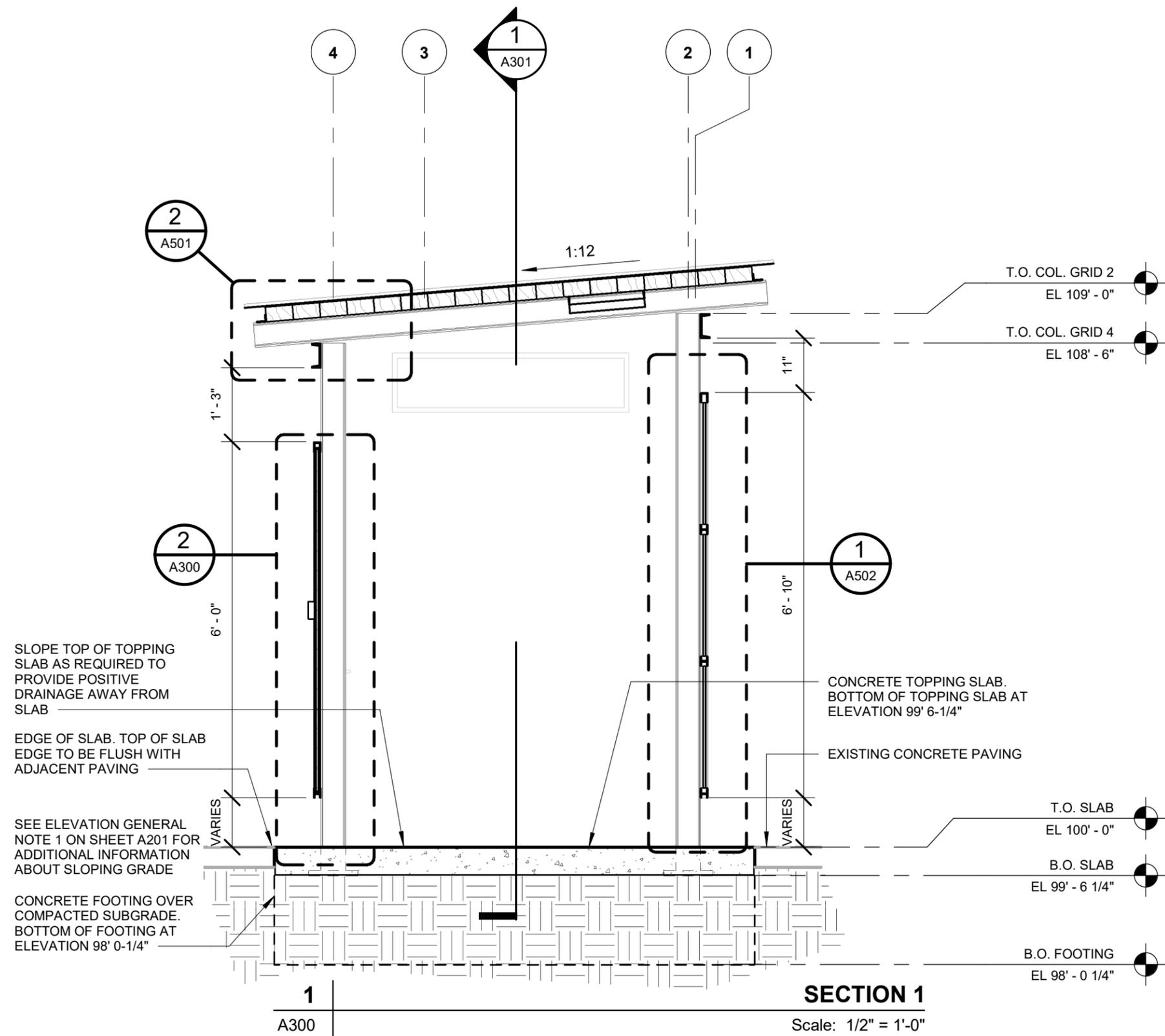
EXTERIOR
PERSPECTIVES

Alignment:

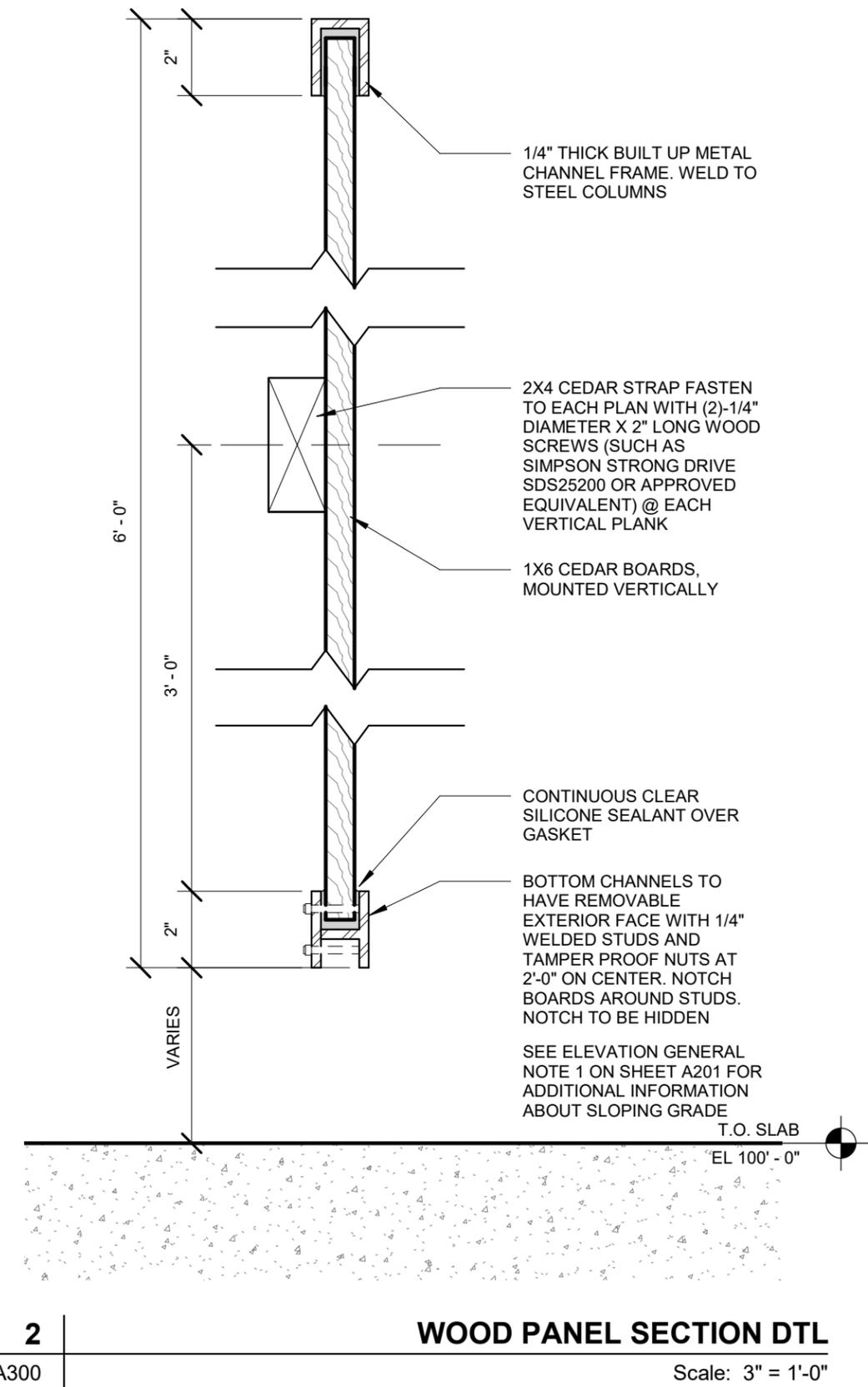
Sheet No:

A281

1/17/2023 8:47:00 AM

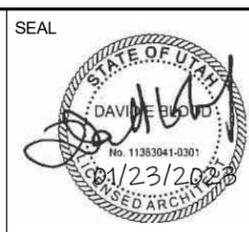
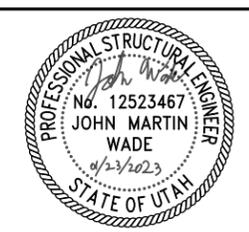


SECTION 1
Scale: 1/2" = 1'-0"



WOOD PANEL SECTION DTL
Scale: 3" = 1'-0"

REV	DATE	DESCRIPTION



CONSULTANT
AECOM
756 East Winchester Street
Suite 400
Salt Lake City, UT 84107
Phone: (801) 904-4000
Fax: (801) 904-4100

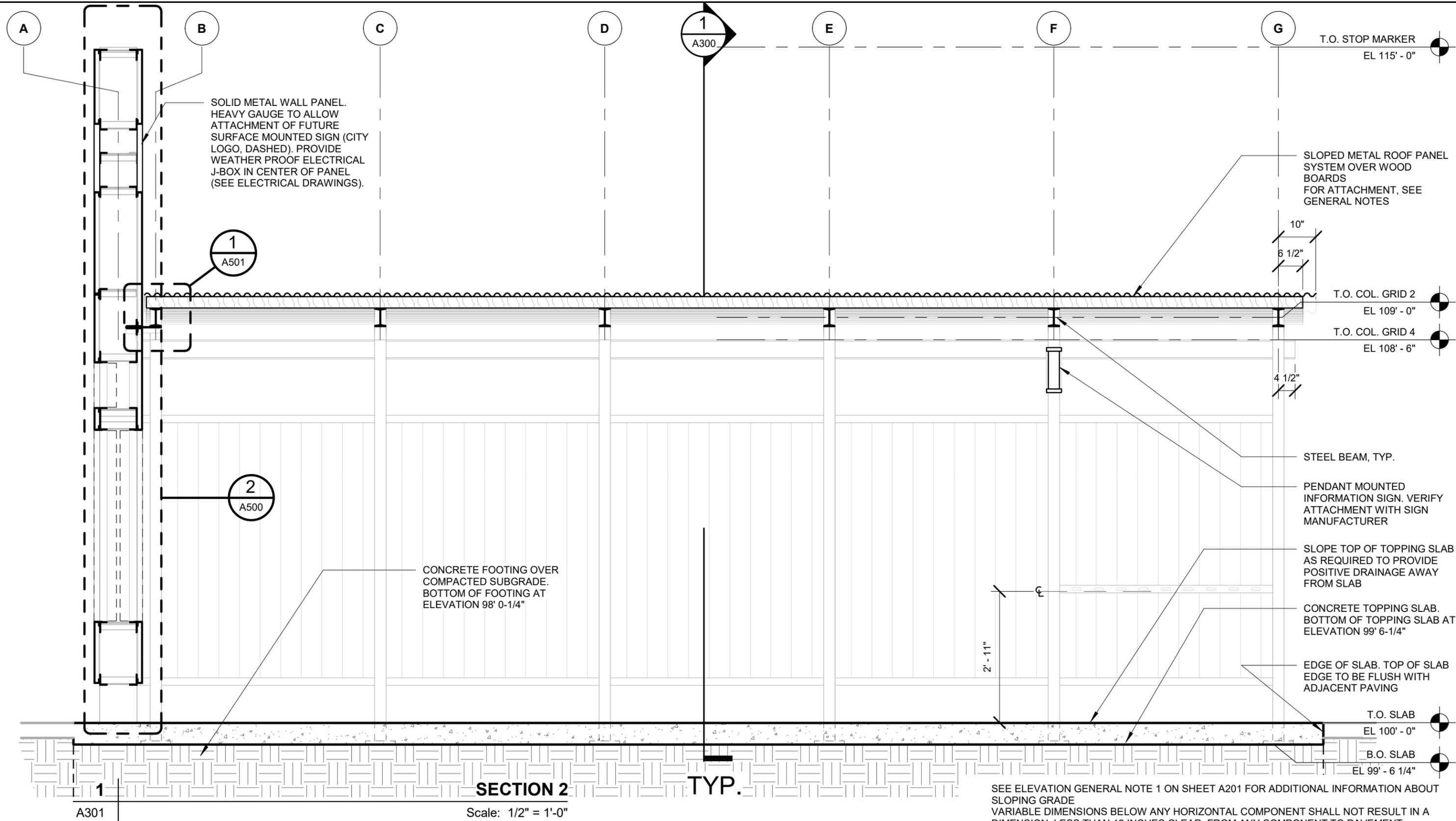


Designed By:
Park City
Drawn By:
E. Wentling
Checked By:
D. Blood
Approved By:
J. Jacobson

PARK CITY SHELTER IMPROVEMENTS
**EXHIBIT A
ARCHITECTURAL SHELTER
DRAWINGS**

Submitted Date: 01/17/2023
Contract No: 60605663
BUILDING SECTIONS
Alignment: Sheet No:
A300

1/17/2023 8:47:01 AM

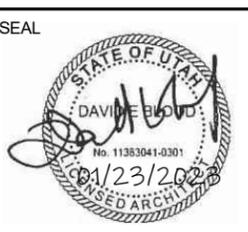
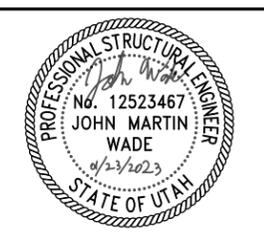


SECTION 2 TYP.

Scale: 1/2" = 1'-0"

SEE ELEVATION GENERAL NOTE 1 ON SHEET A201 FOR ADDITIONAL INFORMATION ABOUT SLOPING GRADE
 VARIABLE DIMENSIONS BELOW ANY HORIZONTAL COMPONENT SHALL NOT RESULT IN A DIMENSION LESS THAN 12 INCHES CLEAR FROM ANY COMPONENT TO PAVEMENT.

REV	DATE	DESCRIPTION



CONSULTANT
AECOM
 756 East Winchester Street
 Suite 400
 Salt Lake City, UT 84107
 Phone: (801) 904-4000
 Fax: (801) 904-4100



Designed By:
Park City
 Drawn By:
E. Wentling
 Checked By:
D. Blood
 Approved By:
J. Jacobson

PARK CITY SHELTER IMPROVEMENTS

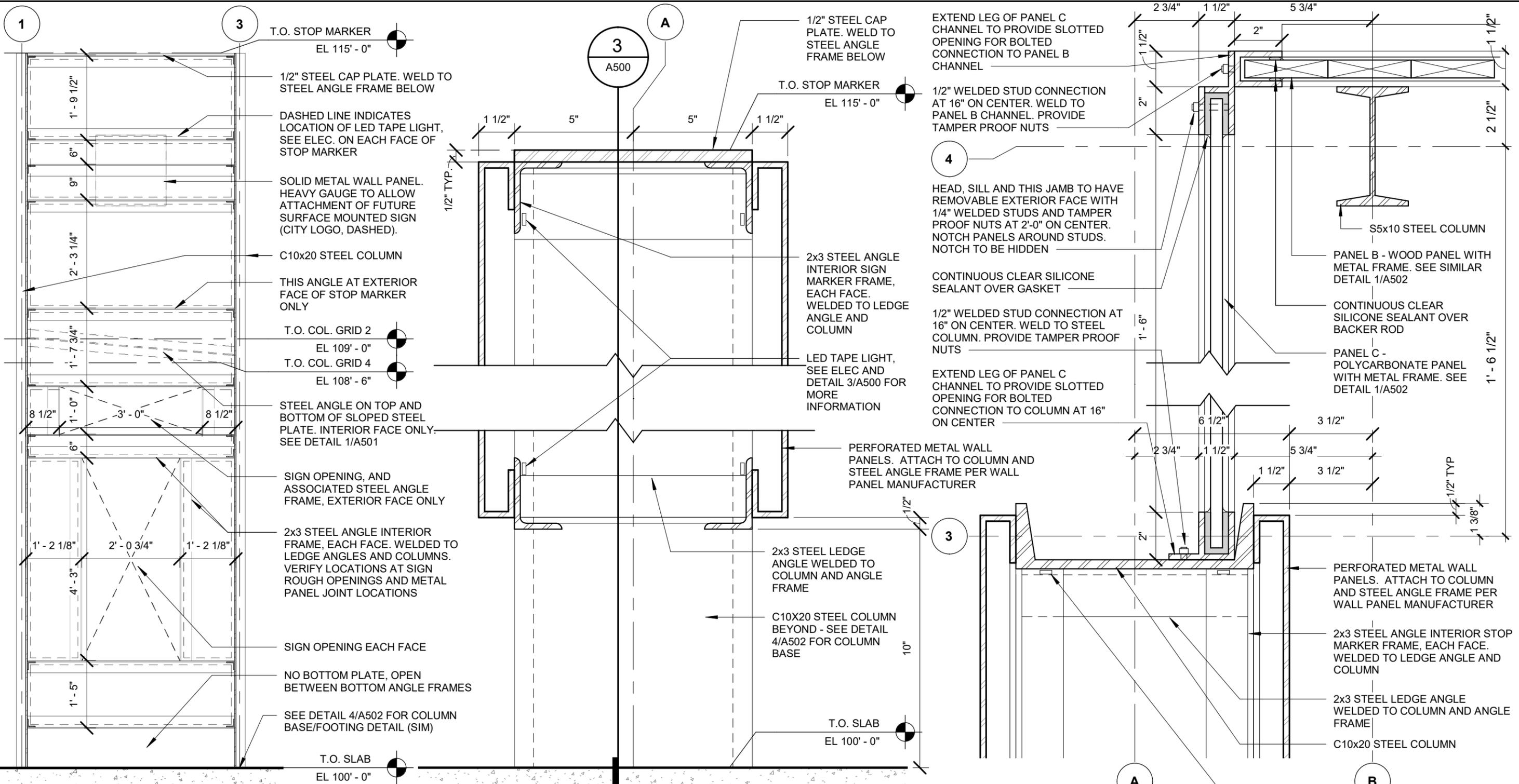
**EXHIBIT A
 ARCHITECTURAL SHELTER
 DRAWINGS**

Submitted Date: 01/17/2023
 Contract No: 60605663

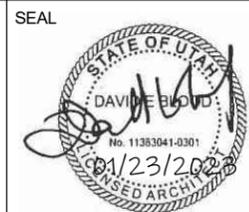
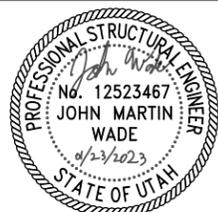
BUILDING SECTIONS

Alignment: Sheet No:
A301

1/17/2023 8:47:02 AM



REV	DATE	DESCRIPTION



CONSULTANT
AECOM
 756 East Winchester Street
 Suite 400
 Salt Lake City, UT 84107
 Phone: (801) 904-4000
 Fax: (801) 904-4100

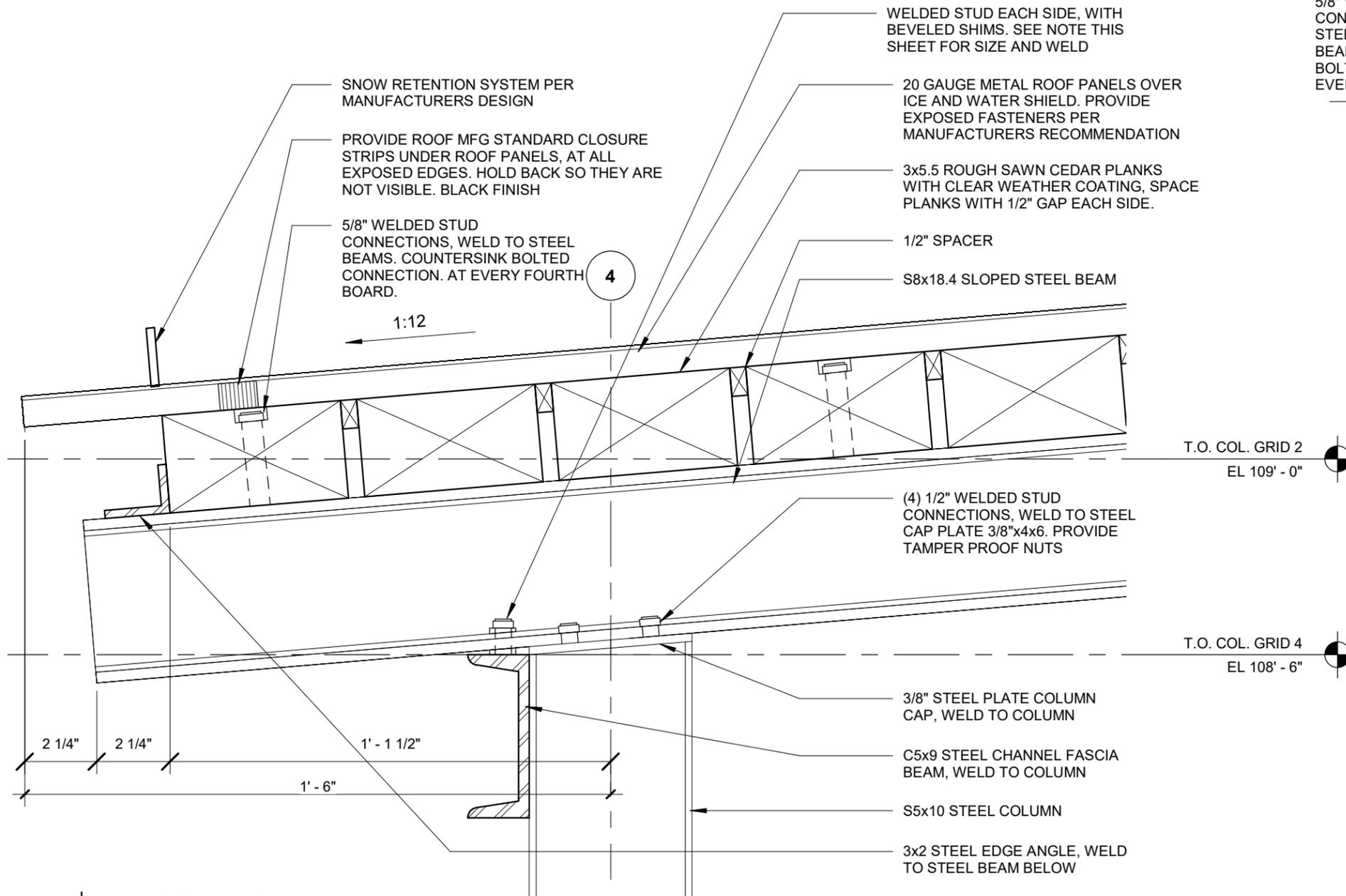


Designed By:
Park City
 Drawn By:
E. Wentling
 Checked By:
D. Blood
 Approved By:
J. Jacobson

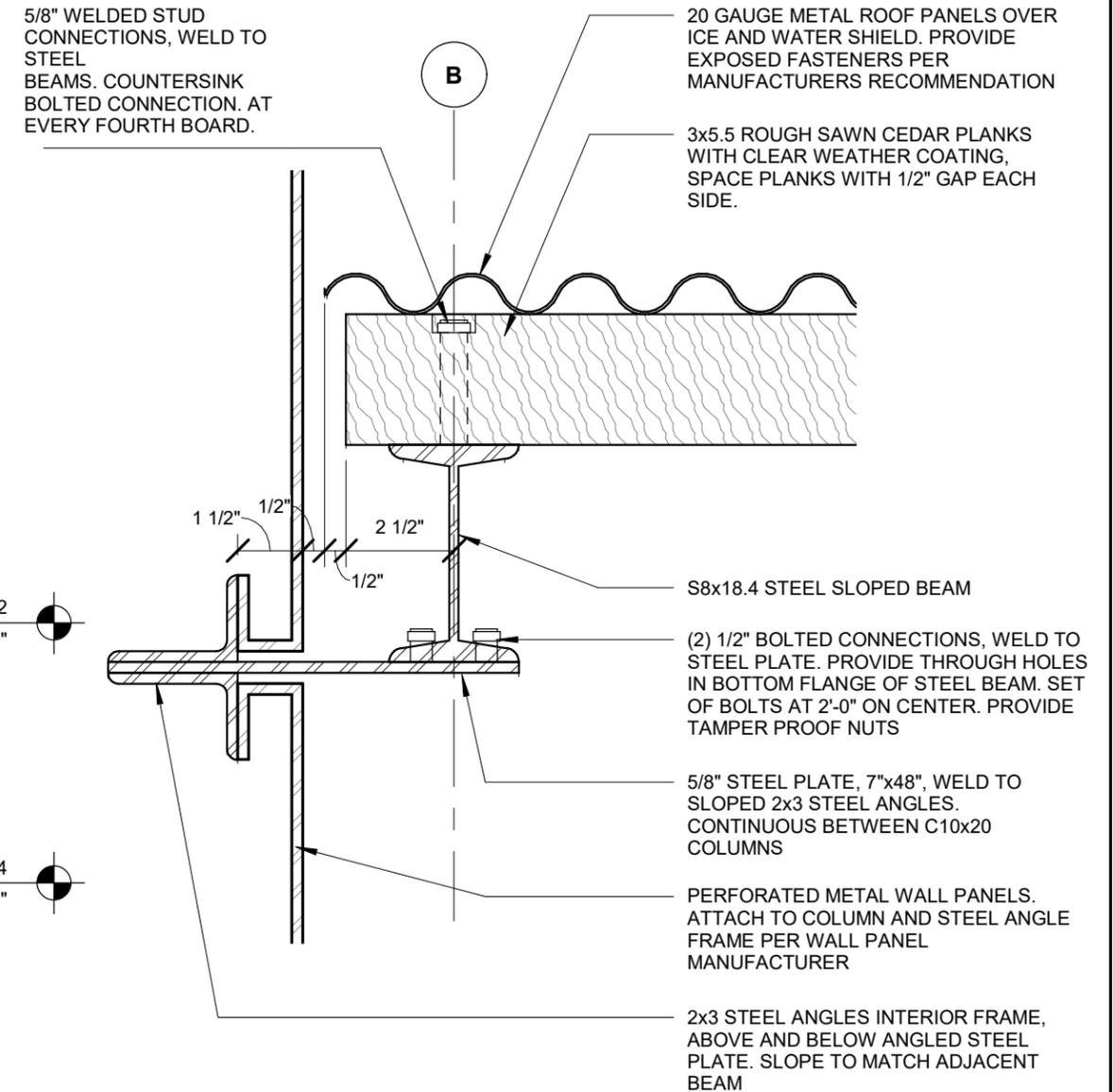
PARK CITY SHELTER IMPROVEMENTS
EXHIBIT A
ARCHITECTURAL SHELTER
DRAWINGS

Submitted Date: 01/17/2023
 Contract No: 60605663
DETAILS
 Alignment: Sheet No:
A500

1/17/2023 8:47:03 AM

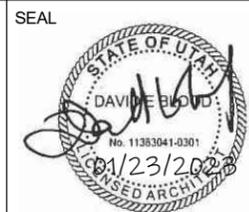
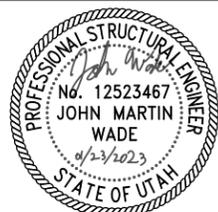


2 | **ROOF EDGE DTL**
A501 | Scale: 3" = 1'-0"



1 | **STOP MARKER ROOF EDGE DTL**
A501 | Scale: 3" = 1'-0"

REV	DATE	DESCRIPTION



CONSULTANT
AECOM
756 East Winchester Street
Suite 400
Salt Lake City, UT 84107
Phone: (801) 904-4000
Fax: (801) 904-4100



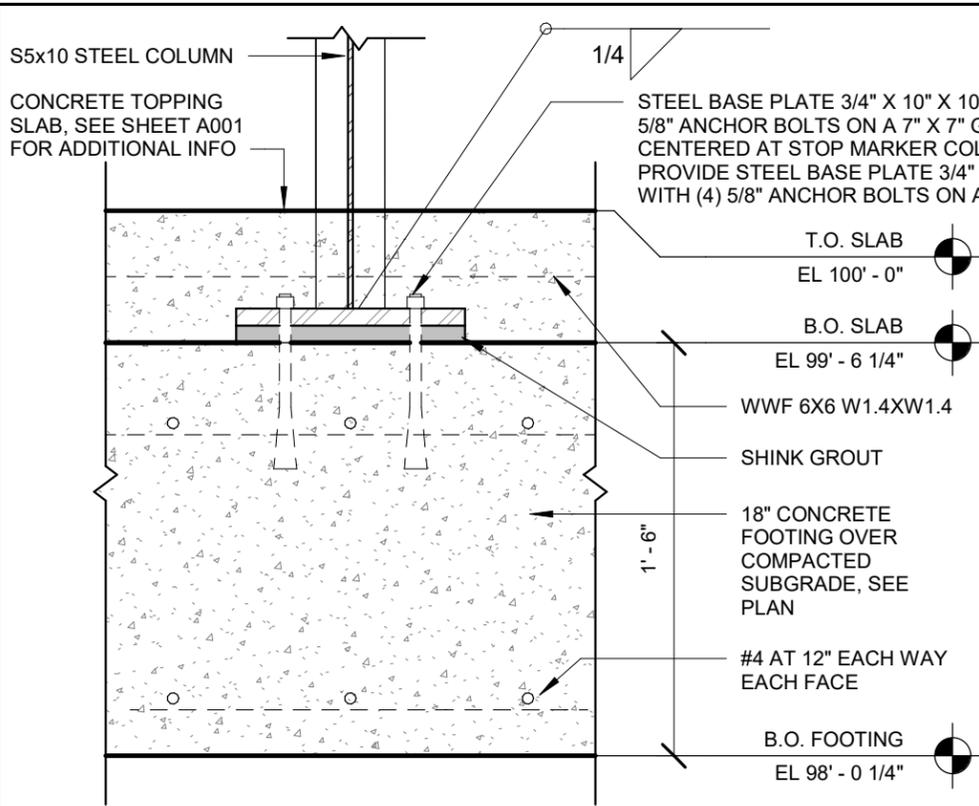
Designed By:
Park City
Drawn By:
E. Wentling
Checked By:
D. Blood
Approved By:
J. Jacobson

PARK CITY SHELTER IMPROVEMENTS

**EXHIBIT A
ARCHITECTURAL SHELTER
DRAWINGS**

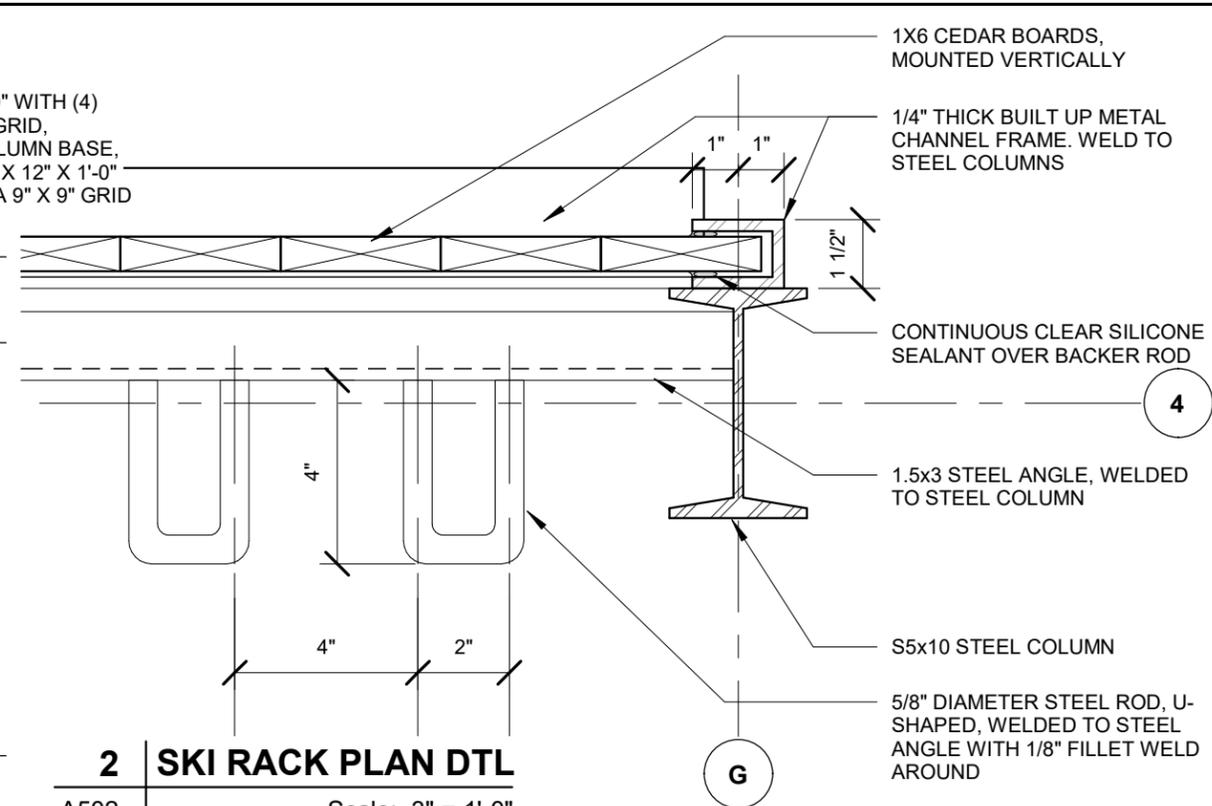
Submittal Date: 01/17/2023
Contract No: 60605663
DETAILS
Alignment: Sheet No:
A501

1/17/2023 8:47:07 AM

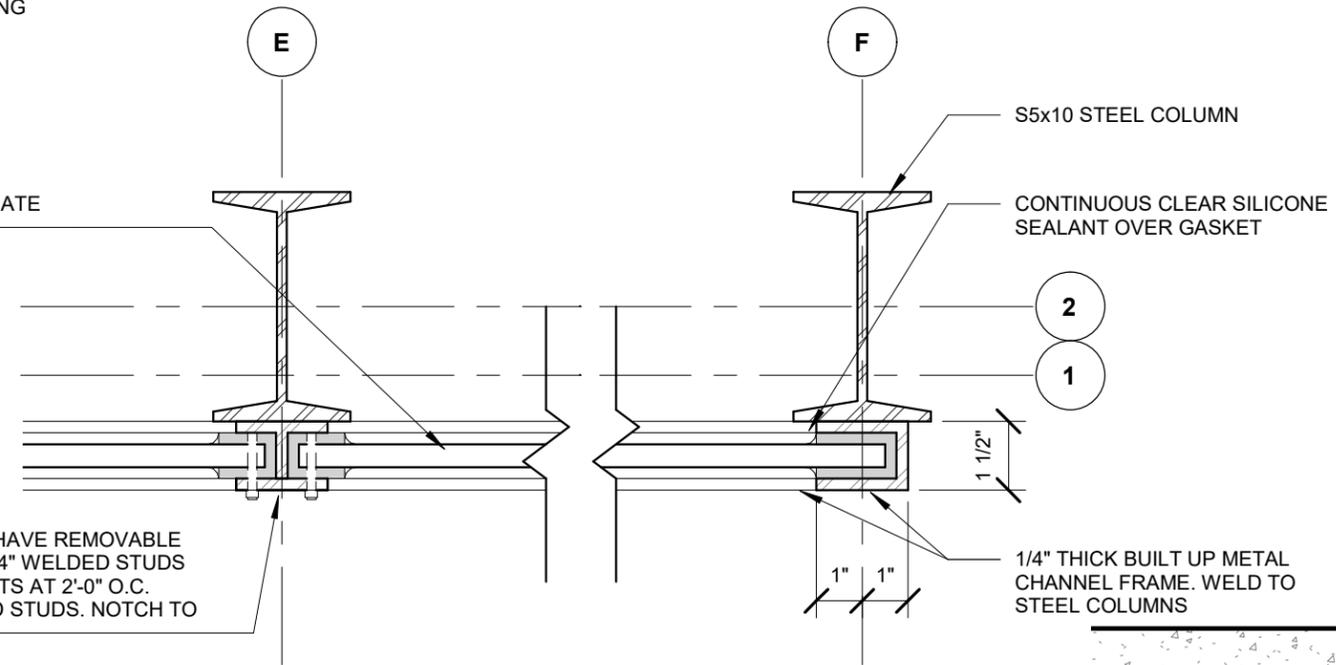


4 COLUMN BASE DTL
A502 Scale: 1 1/2" = 1'-0"

SEE ELEVATION GENERAL NOTE 1 ON SHEET A201 FOR ADDITIONAL INFORMATION ABOUT SLOPING GRADE

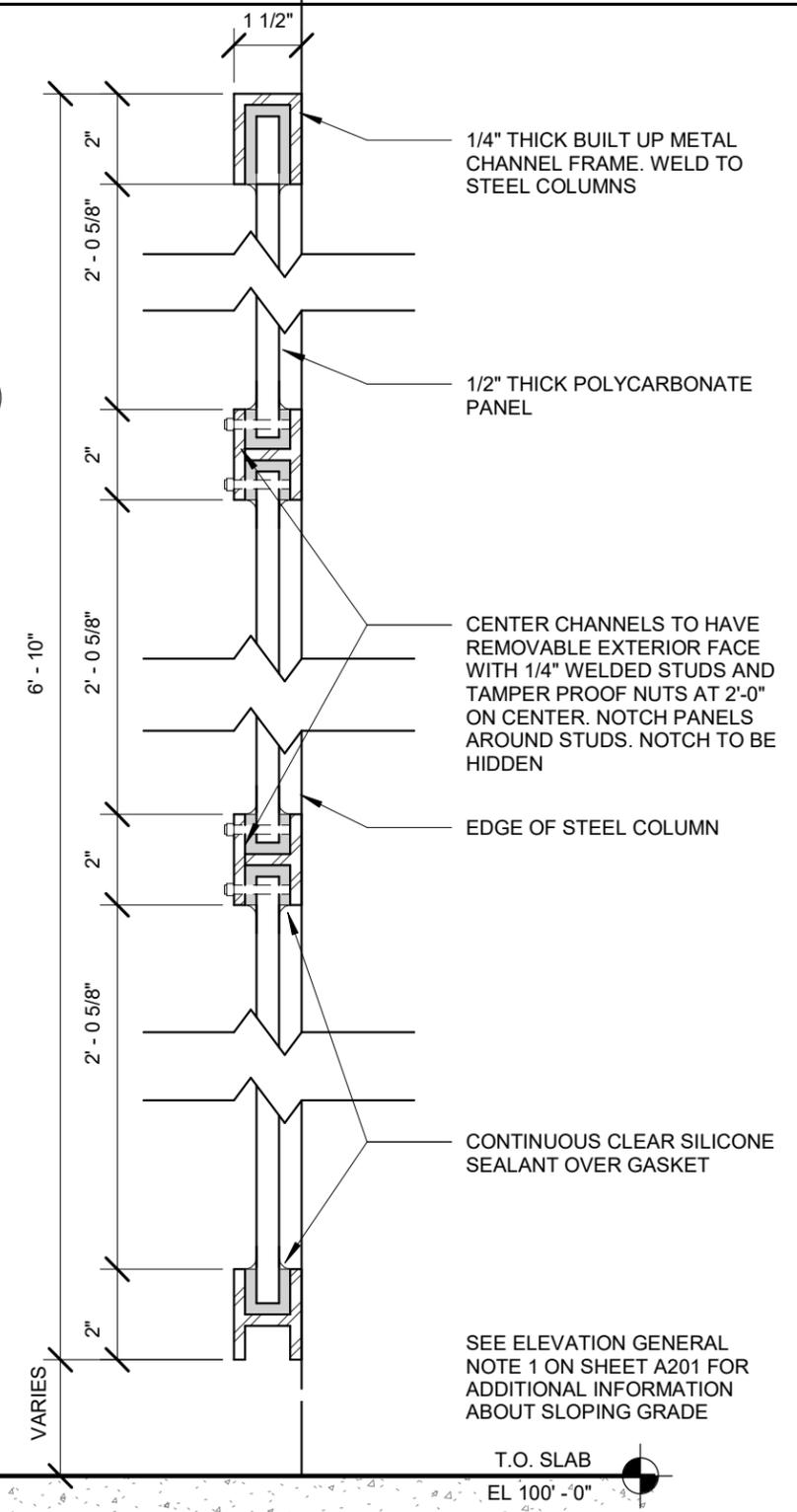


2 SKI RACK PLAN DTL
A502 Scale: 3" = 1'-0"



3 POLYCARBONATE PANEL PLAN DTL
A502 Scale: 3" = 1'-0"

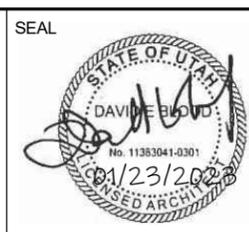
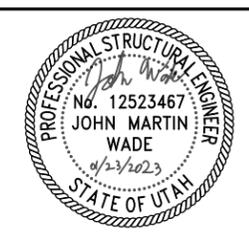
CENTER CHANNELS TO HAVE REMOVABLE EXTERIOR FACE WITH 1/4" WELDED STUDS AND TAMPER PROOF NUTS AT 2'-0" O.C. NOTCH PANELS AROUND STUDS. NOTCH TO BE HIDDEN.



1 POLYCARBONATE PANEL SECTION DTL
A502 Scale: 3" = 1'-0"

SEE ELEVATION GENERAL NOTE 1 ON SHEET A201 FOR ADDITIONAL INFORMATION ABOUT SLOPING GRADE

REV	DATE	DESCRIPTION



CONSULTANT
AECOM
756 East Winchester Street
Suite 400
Salt Lake City, UT 84107
Phone: (801) 904-4000
Fax: (801) 904-4100



Designed By:
Park City
Drawn By:
E. Wentling
Checked By:
D. Blood
Approved By:
J. Jacobson

PARK CITY SHELTER IMPROVEMENTS

**EXHIBIT A
ARCHITECTURAL SHELTER
DRAWINGS**

Submitted Date: 01/17/2023
Contract No: 60605663
DETAILS
Alignment: Sheet No:
A502

GENERAL NOTES

1. REFER TO GENERAL NOTE F ON SHEET G-001 FOR ADDITIONAL PRODUCT REQUIREMENTS.

BASIC ELECTRICAL REQUIREMENTS

QUALITY ASSURANCE

1. MANUFACTURER'S MATERIAL OR EQUIPMENT LISTED IN SCHEDULES OR ON DRAWINGS, ARE TYPES TO BE PROVIDED FOR ESTABLISHMENT OF SIZE, CAPACITY, GRADE, AND QUALITY.
2. EQUIPMENT SHALL CONFORM TO STATE AND/OR LOCAL ENERGY CONSERVATION STANDARDS.
3. ELECTRICAL COMPONENTS, DEVICES, AND ACCESSORIES: LISTED AND LABELED AS DEFINED IN NFPA 70, ARTICLE 100, BY A TESTING AGENCY ACCEPTABLE TO AUTHORITIES HAVING JURISDICTION AND MARKED FOR INTENDED USE. COMPLY WITH NFPA 70.

CODE AND REGULATIONS

1. COMPLY WITH ALL APPLICABLE STATE AND LOCAL CODES, REGULATIONS AND ORDINANCES, AND THE LATEST APPLICABLE REQUIREMENTS OF THE 2017 NATIONAL ELECTRIC CODE AND LOCAL JURISDICTION.
2. COMPLY WITH ALL OSHA REQUIREMENTS AND DIRECTIVES.

INTENT AND INTERPRETATIONS

1. IT IS THE INTENT OF THESE ELECTRICAL DRAWINGS AND SPECIFICATIONS TO RESULT IN A COMPLETE ELECTRICAL INSTALLATION IN COMPLETE ACCORDANCE WITH ALL APPLICABLE LOCAL CODES AND ORDINANCES.
2. ELECTRICAL DRAWINGS ARE DIAGRAMMATIC IN CHARACTER AND DO NOT NECESSARILY INDICATE EVERY REQUIRED APPURTENANCE. ITEMS NOT SPECIFICALLY MENTIONED IN THE SPECIFICATION OR NOTED ON THE ELECTRICAL DRAWINGS, BUT WHICH ARE NECESSARY TO MAKE A COMPLETE WORKING INSTALLATION SHALL BE INCLUDED.
3. ELECTRICAL DRAWINGS AND SPECIFICATIONS ARE COMPLEMENTARY. WHATEVER IS CALLED FOR IN EITHER IS BINDING AS THOUGH CALLED FOR IN BOTH. IF THERE IS A CONFLICT IN THE CONTRACT DOCUMENTS, THE MORE DEMANDING AND COSTLY DESIGN SHALL BE SELECTED FOR BIDDING PURPOSES. IF THE CONTRACTOR FINDS A CONFLICT IN THE CONSTRUCTION DOCUMENTS THEY ARE TO CONTACT THE ARCHITECT/ENGINEER FOR RESOLUTION.
4. ELECTRICAL DRAWINGS SHALL NOT BE SCALED FOR ROUGH-IN MEASUREMENTS OR USED AS SHOP DRAWINGS. WHERE ELECTRICAL DRAWINGS ARE REQUIRED FOR THESE PURPOSES OR HAVE TO BE MADE FROM FIELD MEASUREMENTS, TAKE THE NECESSARY MEASUREMENTS AND PREPARE THE ELECTRICAL DRAWINGS.

5. BEFORE ANY WORK IS INSTALLED, DETERMINE THAT EQUIPMENT WILL PROPERLY FIT THE SPACE, THAT REQUIRED CLEARANCES CAN BE MAINTAINED AND THE EQUIPMENT CAN BE LOCATED WITHOUT INTERFERENCES BETWEEN SYSTEMS, WITH STRUCTURAL ELEMENTS, OR WITH THE WORK OF OTHER TRADES AND UTILITIES.

JOB CONDITIONS

1. CONFER, COOPERATE, AND COORDINATE WORK WITH OTHER TRADES AND UTILITIES.

SUBMITTALS AND SHOP DRAWINGS

1. SUBMITTALS SHALL INCLUDE CATALOG CUT-SHEETS AND MANUFACTURER'S DATA SHEETS.
2. PRIOR TO ORDERING EQUIPMENT OR BEGINNING INSTALLATION WORK, ASSEMBLE, PREPARE, AND FURNISH SUBMITTALS AND SHOP DRAWINGS REQUIRED FOR PROJECT.
3. CONTRACTOR SHALL THOROUGHLY CHECK SUBCONTRACTORS' OR VENDORS' SUBMITTALS AND SHOP DRAWINGS AND, AFTER APPROVING THEM, SUBMIT THEM FOR REVIEW. SUBMITTALS AND SHOP DRAWINGS THAT DO NOT BEAR CONTRACTOR'S REVIEW STAMP WILL BE RETURNED NOT REVIEWED.
4. IF DISCREPANCIES BETWEEN SUBMITTALS, SHOP DRAWINGS, AND CONTRACT DOCUMENTS ARE DISCOVERED EITHER PRIOR TO OR AFTER SUBMITTALS AND SHOP DRAWINGS ARE REVIEWED, REQUIREMENTS OF CONTRACT DOCUMENTS SHALL TAKE PRECEDENCE. SUBMITTALS AND SHOP DRAWINGS WHICH ARE SUBMITTED, BUT WHICH ARE NOT REQUIRED BY CONTRACT DOCUMENTS, WILL BE RETURNED NOT REVIEWED.
5. SUBMITTALS AND SHOP DRAWINGS SHALL IDENTIFY SPECIFIC EQUIPMENT WITH NUMBERS OR LETTERS IDENTICAL TO THOSE LISTED OR SCHEDULED ON THE DRAWINGS OR SPECIFICATIONS.

WORKMANSHIP

1. ORDER THE PROGRESS OF THE WORK TO CONFORM TO THE PROGRESS OF OTHER TRADES. COORDINATE ALL ELECTRICAL INSTALLATION AND ROUGH-IN AS REQUIRED. PROVIDE AN APPROPRIATE SUPERVISOR AT ALL TIMES. ACCOMPLISH ALL WORK IN A NEAT, WORKMANLIKE, QUALITY-FIRST MANNER COMPATIBLE WITH GOOD COMMERCIAL PRACTICES AND STANDARDS.
2. EXAMINE THE CONTRACT DOCUMENTS OF ALL TRADES (E.G., THE ARCHITECTURAL REFLECTED CEILING PLAN, ELECTRICAL LIGHTING PLAN, ETC.)
3. COORDINATE NECESSARY EQUIPMENT, SIGNAGE, LOCATIONS SO THAT THE FINAL INSTALLATION IS COMPATIBLE WITH THE MATERIALS AND EQUIPMENT OF THE OTHER TRADES.
4. INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH INFORMATION AS INDICATED ON THE DRAWINGS AND IN FULL ACCORD WITH MANUFACTURER'S RECOMMENDATIONS AND REQUIREMENTS.
5. PROVIDE ALL CUTTING, CHANNELING, CHASING, DRILLING, ETC., OPERATIONS AS MAY BE REQUIRED FOR THE ELECTRICAL WORK. IN GENERAL, ALL SUCH OPERATIONS SHALL BE HELD TO A MINIMUM.
6. ALL PATCHING AND PAINTING SHALL BE DONE BY THE CONTRACTOR.

PROTECTION OF EQUIPMENT

1. PROTECT AND STORE MATERIALS AND EQUIPMENT FROM PHYSICAL DAMAGE, CONSTRUCTION DIRT, AND THE ELEMENTS FROM TIME OF SHIPMENT TO TIME INSTALLATION IS ACCEPTED BY THE CITY OF PARK CITY.

GUARANTEE

1. GUARANTEE MATERIALS, WORKMANSHIP, AND OPERATION OF EQUIPMENT INSTALLED FOR PERIOD OF ONE YEAR FROM DATE OF ACCEPTANCE OF ENTIRE WORK. REPAIR OR REPLACE ANY PART OF WORK WHICH SHOWS DEFECT DURING THAT TIME.
2. ELECTRICAL CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE TO PROPERTY OF THE CITY OF PARK CITY OR TO WORK OF OTHER CONTRACTORS DURING CONSTRUCTION AND GUARANTEE PERIOD.
3. FURNISH EQUIPMENT WARRANTIES TO OWNER.

OPERATION AND MAINTENANCE MANUALS

1. INCLUDE TEST REPORTS.
2. INCLUDE STARTING, STOPPING, PREVENTATIVE MAINTENANCE SCHEDULE, AND ADJUSTMENT INFORMATION FOR EACH PIECE OF EQUIPMENT.
3. INCLUDE GUARANTEES AND WARRANTIES OF ALL EQUIPMENT.

BASIC ELECTRICAL MATERIALS & METHODS

RACEWAYS

1. ELECTRICAL METALLIC TUBING; ANSI C80.3, ZINC-COATED STEEL.
2. RIGID POLYVINYL CHLORIDE CONDUIT. SUSCEPTIBLE TO PHYSICAL DAMAGE; TYPE SCHEDULE 80.
3. LIQUID TIGHT FLEXIBLE METAL CONDUIT; ZINC-COATED STEEL WITH SUNLIGHT-RESISTANT AND MINERAL-OIL-RESISTANT PLASTIC JACKET. RACEWAY FITTINGS: SPECIFICALLY DESIGNED FOR RACEWAY TYPE WITH WHICH USED.

WIRES, CABLES, AND CONNECTIONS

1. INSULATION OF CONDUCTORS AND CABLES SHALL BE COLORED THE ENTIRE LENGTH OF THE JACKET. NO BLACK INSULATION WITH COLORED PHASE TAPE. IDENTIFY VOLTAGE AND PHASE OF CONDUCTORS AS FOLLOWS: 120V/240V SINGLE PHASE - BLACK, RED, AND WHITE.
2. CONDUCTORS, NO. 10 AWG AND SMALLER: SOLID OR STRANDED COPPER, CONDUCTORS, LARGER THAN NO. 10 AWG: STRANDED COPPER.
3. INSULATION: THERMOPLASTIC, RATED 600V, 75 DEG C MINIMUM, TYPE THW, THHN-THWN, OR USE DEPENDING ON APPLICATION.
4. WIRE CONNECTORS AND SPLICES: UNITS OF SIZE, AMPACITY RATING, MATERIAL, TYPE, AND CLASS SUITABLE FOR SERVICE INDICATED.

SUPPORTING DEVICES

1. MATERIAL: COLD-FORMED STEEL, WITH CORROSION-RESISTANT COATING. SLOTTED-STEEL CHANNEL: FLANGE EDGES TURNED TOWARD WEB, AND 9/16-INCH DIAMETER SLOTTED HOLES AT A MAXIMUM OF 2 INCHES O.C., IN WEBS. STRENGTH RATING TO SUIT STRUCTURAL LOADING.

RACEWAY AND CABLE SUPPORT

1. MANUFACTURED CLEVIS HANGERS, RISER CLAMPS, STRAPS, THREADED C-CLAMPS WITH RETAINERS, CEILING TRAPEZE HANGERS, WALL BRACKETS, AND SPRING-STEEL CLAMPS OR CLICK-TYPE HANGERS.
2. PIPE SLEEVES: ASTM A 53, TYPE E, GRADE A, SCHEDULE 40, GALVANIZED STEEL, PLAIN ENDS.
3. CABLE SUPPORTS FOR VERTICAL CONDUIT: FACTORY-FABRICATED ASSEMBLY CONSISTING OF THREADED BODY AND INSULATING WEDGING PLUG FOR NON-ARMORED ELECTRICAL CABLES IN RISER CONDUITS. PLUGS HAVE NUMBER AND SIZE OF CONDUCTOR GRIPPING HOLES AS REQUIRED TO SUIT INDIVIDUAL RISERS. BODY CONSTRUCTED OF MALLEABLE-IRON CASTING WITH HOT-DIP GALVANIZED FINISH.
4. EXPANSION ANCHORS: CARBON-STEEL WEDGE OR SLEEVE TYPE.
5. TOGGLE BOLTS: ALL-STEEL SPRINGHEAD TYPE.

ELECTRICAL IDENTIFICATION

1. IDENTIFICATION DEVICE COLORS: USE THOSE PRESCRIBED BY ANSI A13.1, NFPA 70, AND THESE SPECIFICATIONS.
2. PROVIDE CIRCULAR ENGRAVED BRASS TAGS ON CONDUIT RUNS.
3. CABLES: NO MARKING TAPE IS ALLOWED.
4. COLORED ADHESIVE MARKING TAPE FOR DEVICE BOXES AND ASSOCIATED PLUG STRIPS AND RACEWAYS: SELF-ADHESIVE VINYL TAPE, NOT LESS THAN 1 INCH WIDE BY 3 MILS THICK (25 MM WIDE BY 0.08 MM THICK)
5. INSTALL AT LOCATIONS FOR MOST CONVENIENT VIEWING WITHOUT INTERFERENCE WITH OPERATION AND MAINTENANCE OF EQUIPMENT.
6. COORDINATE NAMES, ABBREVIATIONS, COLORS, AND OTHER DESIGNATIONS USED FOR ELECTRICAL IDENTIFICATION WITH CORRESPONDING DESIGNATIONS INDICATED IN THE CONTRACT DOCUMENTS OR REQUIRED BY CODES AND STANDARDS. USE CONSISTENT DESIGNATIONS THROUGHOUT PROJECT.
7. SELF-ADHESIVE IDENTIFICATION PRODUCTS: CLEAN SURFACES BEFORE APPLYING.

REV	DATE	DESCRIPTION

SEAL



CONSULTANT

AECOM
756 East Winchester Street
Suite 400
Salt Lake City, UT 84107
Phone: (801) 904-4000
Fax: (801) 904-4100

CLIENT



Designed By:
A. Saraceno
Drawn By:
B. Olson
Checked By:
G. Moe
Approved By:
Approver

PARK CITY SHELTER IMPROVEMENTS

**EXHIBIT A
ARCHITECTURAL SHELTER
DRAWINGS**

Submittal Date: 01/17/2023
Contract No: 60605663
**ELECTRICAL
SPECIFICATIONS**
Alignment: Sheet No:
E001

1/17/2023 8:47:08 AM

BASIC ELECTRICAL MATERIALS & METHODS

ELECTRICAL EQUIPMENT INSTALLATION

1. HEADROOM MAINTENANCE: IF MOUNTING HEIGHTS OR OTHER LOCATION CRITERIA ARE NOT INDICATED, ARRANGE AND INSTALL COMPONENTS AND EQUIPMENT TO PROVIDE MAXIMUM POSSIBLE HEADROOM.
2. MATERIALS AND COMPONENTS: INSTALL LEVEL, PLUMB AND PARALLEL AND PERPENDICULAR TO OTHER BUILDING SYSTEMS AND COMPONENTS, UNLESS OTHERWISE INDICATED.

3. EQUIPMENT: INSTALL TO FACILITATE SERVICE, MAINTENANCE, AND REPAIR OR REPLACEMENT OF COMPONENTS. CONNECT FOR EASE OF DISCONNECTING, WITH MINIMUM INTERFERENCE WITH OTHER INSTALLATIONS.

RACEWAY APPLICATION

1. EXPOSED: EMT.
2. CONCEALED: EMT.
3. UNDERGROUND: PVC.
4. PROVIDE POLYETHYLENE INSULATED BUSHINGS TO OFFER PROTECTION FROM SHARP EDGES OF EMT AND PVC CONDUIT.

BOXES AND CABLE INSTALLATION

1. NEMA 3R; UNLESS OTHERWISE INDICATED. NEMA 4; LUMINAIRES.

RACEWAY AND CABLE INSTALLATION

1. CONCEAL RACEWAYS UNLESS OTHERWISE INDICATED, WITHIN FINISHED WALLS, CEILINGS, AND FLOORS.
2. KEEP LEGS OF RACEWAY BENDS IN THE SAME PLANE AND KEEP STRAIGHT LEGS OF OFFSETS PARALLEL.
3. INSTALL PULL WIRES IN EMPTY RACEWAYS. USE NO. 14 AWG ZINC-COATED STEEL OR WOVEN POLYPROPYLENE OR MONOFILAMENT PLASTIC LINE WITH NOT LESS THAN 200-LB (90-KG) TENSILE STRENGTH. LEAVE AT LEAST 12 INCHES (300 MM) OF SLACK AT EACH END OF PULL WIRES.

WIRING METHODS FOR POWER, LIGHTING AND CONTROL CIRCUITS

1. APPLICATION: USE WIRING METHODS SPECIFIED BELOW TO THE EXTENT PERMITTED BY APPLICABLE CODES AS INTERPRETED BY AUTHORITIES HAVING JURISDICTION.
2. EXPOSED FEEDERS: INSULATED SINGLE CONDUCTORS IN RACEWAY.
3. CONCEALED FEEDERS IN CEILINGS AND WALLS INSULATED SINGLE CONDUCTORS IN RACEWAY.
4. POWER AND CONTROL CONDUITS AND CONDUIT CONNECTORS WITHIN POTENTIALLY DAMP SPACES USE EMT WITH COMPRESSION FITTINGS.
5. POWER AND CONTROL CONDUITS AND CONDUIT CONNECTORS WITHIN SPACES WITHOUT POTENTIAL FOR DAMPNES USE EMT WITH COMPRESSION FITTINGS.

6. THE USE OF INTERDUCT PLASTIC CORRUGATED FLEXIBLE CONDUIT, MC, OR ARMORED CABLING IS NOT ACCEPTABLE.

ELECTRICAL SUPPORTING DEVICE APPLICATION

1. DAMP LOCATIONS: HOT-DIP GALVANIZED MATERIALS OR NONMETALLIC SLOTTED CHANNEL SYSTEM COMPONENTS.
2. DRY LOCATIONS: STEEL MATERIALS.
3. SECURE ELECTRICAL ITEMS AND THEIR SUPPORTS TO BUILDING STRUCTURE, USING THE FOLLOWING METHODS UNLESS OTHER FASTENING METHODS ARE INDICATED.
4. EXISTING CONCRETE: EXPANSION BOLTS OR THREADED STUDS DRIVEN BY POWDER CHARGE AND PROVIDED WITH LOCK WASHERS.
5. STRUCTURAL STEEL: SPRING-TENSION CLAMPS. LIGHT STEEL FRAMING: SHEET METAL SCREWS. FASTENERS FOR DAMP, WET, OR WEATHER-EXPOSED LOCATIONS: STAINLESS STEEL. LIGHT STEEL: SHEET-METAL SCREWS.

6. FASTENERS: SELECT SO LOAD APPLIED TO EACH FASTENER DOES NOT EXCEED 25 PERCENT OF ITS PROOF-TEST LOAD.

CUTTING AND PATCHING

1. CUT, CHANNEL, CHASE, AND DRILL FLOORS, WALLS, PARTITIONS, CEILINGS, AND OTHER SURFACES REQUIRED TO PERMIT ELECTRICAL INSTALLATIONS. PERFORM CUTTING BY SKILLED MECHANICS OF TRADES INVOLVED.
2. REPAIR, REFINISH AND TOUCH UP DISTURBED FINISH MATERIALS AND OTHER SURFACES TO MATCH ADJACENT UNDISTURBED SURFACES.

GROUNDING AND BONDING

QUALITY ASSURANCE

1. ELECTRICAL COMPONENTS, DEVICES, AND ACCESSORIES: LISTED AND LABELED UNDER UL 467AS DEFINED IN NFPA 70, ARTICLE 100.

GROUNDING CONDUCTORS

1. EQUIPMENT GROUNDING CONDUCTORS: INSULATED WITH GREEN-COLORED INSULATION.
2. GROUNDING ELECTRODE CONDUCTOR: 10FT ROD-TYPE BARE STAINLESS STEEL AND COPPER OR ZINC COATED STEEL DRIVEN INTO SOIL.

INSTALLATION

1. USE ONLY COPPER CONDUCTORS FOR BOTH INSULATED AND BARE GROUNDING CONDUCTORS.
2. IN RACEWAYS, USE INSULATED EQUIPMENT GROUNDING CONDUCTORS.
3. EQUIPMENT GROUNDING CONDUCTORS: COMPLY WITH NFPA 70, ARTICLE 250, FOR TYPES, SIZES, AND QUANTITIES OF EQUIPMENT GROUNDING CONDUCTORS.
4. INSTALL INSULATED EQUIPMENT GROUNDING CONDUCTORS IN FEEDERS AND BRANCH CIRCUITS.

5. EQUIPMENT GROUNDING CONDUCTOR TERMINATIONS: FOR NO. 10 AWG AND SMALLER GROUNDING CONDUCTORS MAY BE TERMINATED WITH WINGED PRESSURE-TYPE CONNECTORS.

6. TIGHTEN SCREWS AND BOLTS FOR GROUNDING AND BONDING CONNECTORS AND TERMINALS ACCORDING TO MANUFACTURER'S PUBLISHED TORQUE-TIGHTENING VALUES. IF MANUFACTURER'S TORQUE VALUES ARE NOT INDICATED, USE THOSE SPECIFIED IN UL 486A.

7. A SINGLE ROD ELECTRODE SHALL BE SUPPLEMENTED BY AN ADDITIONAL ELECTRODE OF A TYPE SPECIFIED IN NEC 250.52 (A)(2) THROUGH (A)(8).

WIRING DEVICES

QUALITY ASSURANCE

1. ELECTRICAL COMPONENTS, DEVICES, AND ACCESSORIES: LISTED AND LABELED AS DEFINED IN NFPA 70, ARTICLE 100, BY A TESTING AGENCY ACCEPTABLE TO AUTHORITIES HAVING JURISDICTION, AND MARKED FOR INTENDED USE.
2. COMPLY WITH NFPA 70.
3. GROUND FAULT CIRCUIT INTERRUPTER RECEPTACLES:
 - 3.1. STRAIGHT-BLADE-TYPE RECEPTACLES: COMPLY WITH NEMA WD 1, NEMA WD 6, DSCC W-C-596G, AND UL 498.
 - 3.2. STRAIGHT-BLADE AND LOCKING RECEPTACLES: HEAVY-DUTY GRADE.
 - 3.3. WET LOCATION: WEATHERPROOF OUTLET BOX HOOD INSTALLED LISTED AND IDENTIFIED "EXTRA-DUTY".
4. LUMINARIES: MOUNT SPECIFIED LUMINARIES AS DESCRIBED ON SHEET E-200. NEATLY WIRE LUMINARIES TO BE ON THE SAME CIRCUIT. ASTROLOGICAL TIME CLOCK AND PHOTOELECTRIC CELL USED AS LIGHTING CONTROL.

INSTALLATION

1. INSTALL DEVICES AND ASSEMBLIES LEVEL, PLUMB, AND SQUARE WITH BUILDING LINES.
2. ARRANGEMENT OF DEVICES: UNLESS OTHERWISE INDICATED, MOUNT FLUSH, WITH LONG DIMENSION HORIZONTAL.
3. REMOVE WALL PLATES AND PROTECT DEVICES AND ASSEMBLIES DURING PAINTING.

CONNECTIONS

1. GROUND EQUIPMENT ACCORDING TO "GROUNDING AND BONDING".

FIELD QUALITY CONTROL

1. PERFORM THE FOLLOWING FIELD TESTS AND INSPECTIONS AND PREPARE TEST REPORTS:
2. AFTER INSTALLING WIRING DEVICES AND AFTER ELECTRICAL CIRCUITRY HAS BEEN ENERGIZED, TEST FOR PROPER POLARITY, GROUND CONTINUITY, AND COMPLIANCE WITH REQUIREMENTS.

PANELBOARDS

QUALITY ASSURANCE

1. ELECTRICAL COMPONENTS, DEVICES, AND ACCESSORIES: LISTED AND LABELED AS DEFINED IN NFPA 70, ARTICLE 100, BY A TESTING AGENCY ACCEPTABLE TO AUTHORITIES HAVING JURISDICTION, AND MARKED FOR INTENDED USE. COMPLY WITH NEMA PB 1. COMPLY WITH NFPA 70.
2. WET LOCATION: MOUNT TO HAVE 1/4-IN OF AIRSPACE BETWEEN ENCLOSURE AND SUPPORTING SURFACE. WEATHERPROOF ENCLOSURE, FITTINGS LISTED FOR WET LOCATIONS WHERE RACEWAY OR CABLE ENTER ABOVE THE LEVEL OF UNINSULATED LIVE PARTS.
3. GROUND EQUIPMENT ACCORDING TO "GROUNDING ND BONDING".

OVERCURRENT PROTECTIVE DEVICES

1. THERMAL-MAGNETIC CIRCUIT BREAKERS: INVERSE TIME-CURRENT ELEMENT FOR LOW-LEVEL OVERLOADS, AND INSTANTANEOUS MAGNETIC TRIP ELEMENT FOR SHORT CIRCUITS. ADJUSTABLE MAGNETIC TRIP SETTING FOR CIRCUIT-BREAKER FRAME SIZES, TRIP RATINGS, AND NUMBER OF POLES. LUGS: MECHANICAL STYLE, SUITABLE FOR NUMBER, SIZE, TRIP RATINGS, AND CONDUCTOR MATERIALS. APPLICATION LISTING: TYPE HACR FOR HEATING, AIR-CONDITIONING AND REFRIGERATING EQUIPMENT.

REV	DATE	DESCRIPTION

SEAL

CONSULTANT

756 East Winchester Street
Suite 400
Salt Lake City, UT 84107
Phone: (801) 904-4000
Fax: (801) 904-4100

CLIENT

Designed By:
A. Saraceno

Drawn By:
B. Olson

Checked By:
G. Moe

Approved By:
Approver

PARK CITY SHELTER IMPROVEMENTS

**EXHIBIT A
ARCHITECTURAL SHELTER
DRAWINGS**

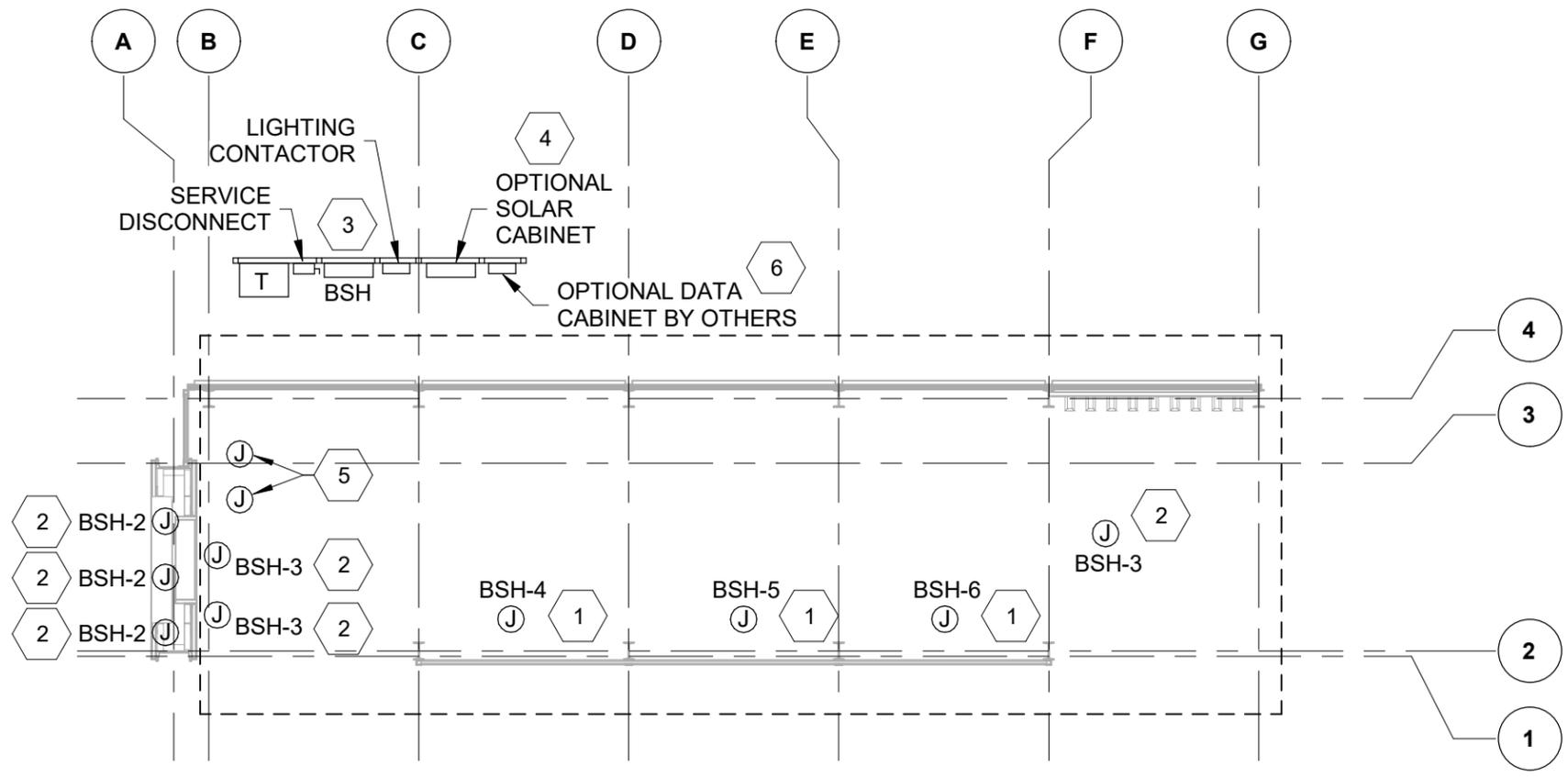
Submittal Date: 01/17/2023

Contract No: 60605663

**ELECTRICAL
SPECIFICATIONS**

Alignment: Sheet No:
E002

1/17/2023 8:47:08 AM



1 | **POWER PLAN**
 E003 | Scale: 1/4" = 1'-0"

GENERAL NOTES

- FOR CEILING MOUNTED LUMINAIRES, JUNCTION BOXES, AND DEVICES, PROVIDE (3 # 12, AND 1 #12 GROUND) 1/2" EMT CONDUIT BETWEEN CEDAR CEILING BOARDS TO EACH LUMINAIRE, JUNCTION BOX, AND DEVICE. ALL CONDUCTORS ARE CONSIDERED COPPER UNLESS OTHERWISE NOTED.
- CONCEAL CONDUIT BETWEEN CEDAR CEILING BOARDS. ANY EXPOSED CONDUIT SHALL BE RAN PARALLEL OR PERPENDICULAR TO STRUCTURAL STEEL AND BUILDING LINES.

KEY NOTES

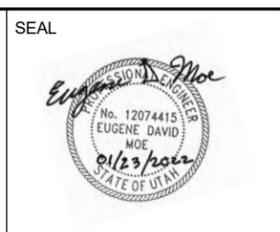
- PROVIDE CEILING MOUNTED JUNCTION BOX AND WEATHER PROOF COVER FOR CONNECTION TO RADIANT HEATER. COORDINATE FINAL LOCATION WITH THE CITY OF PARK CITY AND CEILING INSTALLER PRIOR TO ROUGH-IN.
- PROVIDE JUNCTION BOX AND WEATHER PROOF COVER FOR CONNECTION TO DIGITAL SIGNAGE. LOCATE JUNCTION BOX AT THE STOP MARKER. PROVIDE AN ADDITIONAL 1/2" CONDUIT FROM WALL CAVITY TO EACH DIGITAL SIGNAGE LOCATION IN A SEPERATE SURFACE MOUNTED JUNCTION BOX FOR OPTIONAL DATA CABLING BY OTHERS. PROVIDE PULL STRING IN ENTIRE LENGTH OF CONDUIT AND PROVIDE WEATHER PROOF CAP FOR CONDUIT. PROVIDE WEATHER PROOF COVER FOR DATA JUNCTION BOX. COORDINATE FINAL LOCATION AND REQUIREMENTS WITH THE CITY OF PARK CITY AND CEILING INSTALLER PRIOR TO ROUGH-IN.
- LOCATE UTILITY SERVICE FOR CONNECTION(S) AND METERING FOR SERVICE PANEL AND DISCONNECT(S).
- FOR OPTIONS B AND C SHOWN ON SHEET E005, PROVIDE ALL NECESSARY JUNCTION BOXES, PULL BOXES, CONDUIT, FITTINGS, AND CONDUCTORS. COORDINATE FINAL LOCATION AND REQUIREMENTS OF SOLAR EQUIPMENT WITH THE CITY OF PARK CITY AND SOLAR CONTRACTOR PRIOR TO ROUGH-IN.
- PROVIDE JUNCTION BOXES AND WEATHER PROOF COVERS FOR CONNECTIONS TO OPTIONAL SOLAR POWER SYSTEM. LOCATE JUNCTION BOXES ON ROOF. COORDINATE FINAL LOCATION WITH THE CITY OF PARK CITY AND ROOF INSTALLER PRIOR TO ROUGH-IN.
- LOCATE OPTIONAL DATA CONNECTION CABINET.

POWER SYMBOLS

Ⓧ JUNCTION BOX

REV	DATE	DESCRIPTION

SEAL



CONSULTANT
AECOM
 756 East Winchester Street
 Suite 400
 Salt Lake City, UT 84107
 Phone: (801) 904-4000
 Fax: (801) 904-4100



Designed By:
A. Saraceno
 Drawn By:
B. Olson
 Checked By:
G. Moe
 Approved By:
 Approver

PARK CITY SHELTER IMPROVEMENTS

**EXHIBIT A
 ARCHITECTURAL SHELTER
 DRAWINGS**

Submittal Date: 01/17/2023
 Contract No: 60605663
**ELECTRICAL PLAN -
 POWER**
 Alignment: Sheet No:
E003

1/17/2023 8:47:09 AM

GENERAL NOTES

1. FOR CEILING MOUNTED LUMINAIRES, JUNCTION BOXES, AND DEVICES, PROVIDE (3 # 12, AND 1 #12 GROUND) 1/2" EMT CONDUIT BETWEEN CEDAR CEILING BOARDS TO EACH LUMINAIRE, JUNCTION BOX, AND DEVICE. ALL CONDUCTORS ARE CONSIDERED COPPER UNLESS OTHERWISE NOTED.

2. CONCEAL CONDUIT BETWEEN CEDAR CEILING BOARDS. ANY EXPOSED CONDUIT SHALL BE RAN PARALLEL OR PERPENDICULAR TO STRUCTURAL STEEL AND BUILDING LINES.

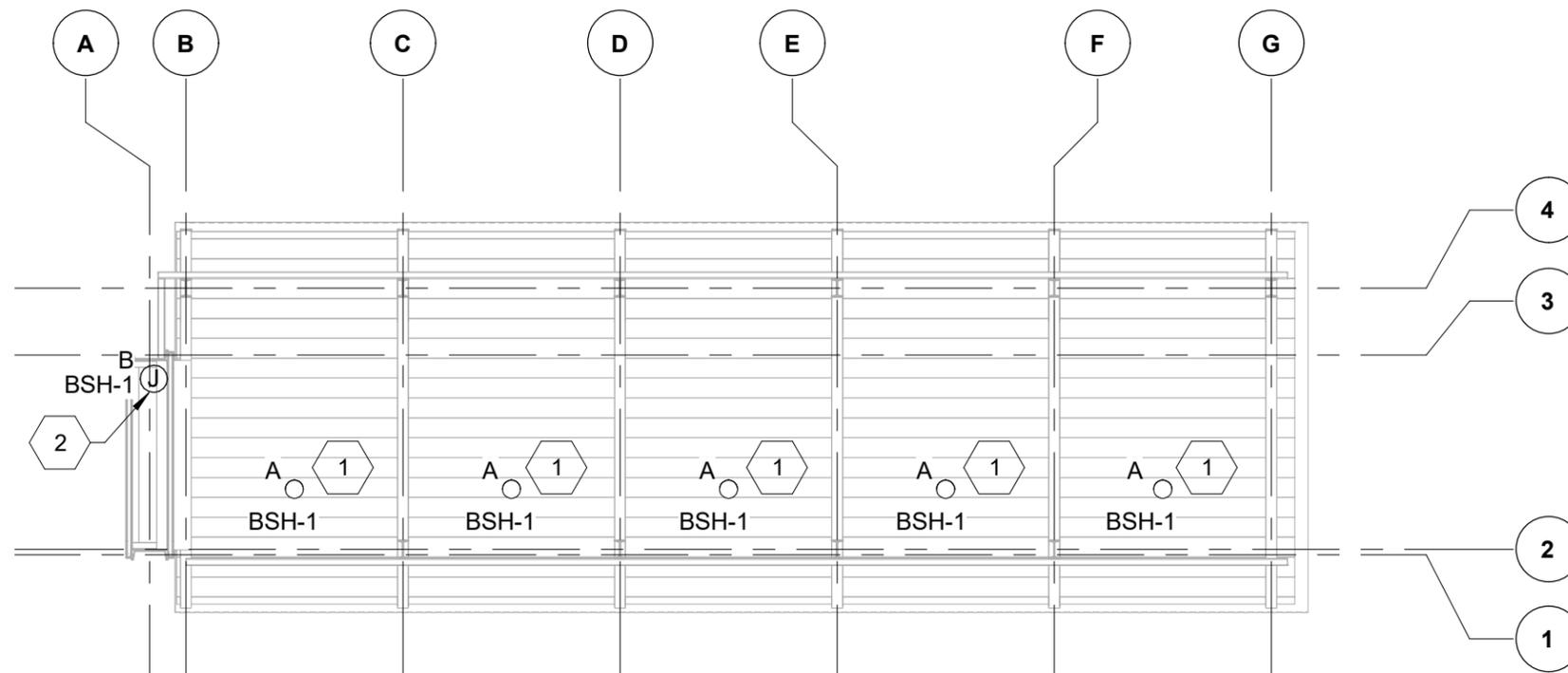
KEY NOTES

1. SURFACE MOUNT LUMINAIRE TYPE A TO CEDAR WOOD BOARDS. CENTER LUMINAIRE BETWEEN STRUCTURAL STEEL AND COORDINATE FINAL LOCATION WITH CITY OF PARK CITY AND CEILING INSTALLER PRIOR TO ROUGH-IN.

2. PROVIDE CONNECTION TO LED TAPE LIGHT FOR ILLUMINATING THE INTERIOR CAVITY OF THE STOP MARKER IN ORDER TO BACK LIGHT THE PERFORATED METAL PANEL SKIN ON EACH FACE. LOCATE POWER SUPPLY IN WALL CAVITY. SEE ARCHITECTURAL DRAWINGS FOR LOCATION OF TAPE LIGHT AND POWER SUPPLY..

LIGHTING SYMBOLS

 ROUND SURFACE MOUNTED LUMINAIRE



1
E004

LIGHTING PLAN

Scale: 1/4" = 1'-0"

LUMINAIRE SCHEDULE

TYPE	VOLTAGE	LOAD	LIGHT TYPE	LUMENS	TEMPERATURE	MANUFACTURER	SERIES/MODEL	DESCRIPTION	CRI	MOUNTING	NOTES
A	120	9 VA	LED	680	4000K	SATCO	NUVO 62-1583	5" DIAMETER CEILING MOUNTED EXTERIOR LED FIXTURE BRONZE FINISH WITH POLYCARBONATE LENS	90	SURFACE CEILING	-
B	120	4 VA	LED	415	4000K	AMERICAN LIGHTING	TRULUX HO COB	CONTINUOUS LED TAPE LIGHT WHITE COLOR IP65 RATED	90	SURFACE	1,2,3

- NOTES:
- LOAD AND LUMENS STATED IN LUMINAIRE SCHEDULE ARE PER LINEAR FOOT.
 - PROVIDE NECESSARY LENGTH OF TAPE LIGHT. COORDINATE LENGTH OF TAPE LIGHT WITH THE CITY OF PARK CITY PRIOR TO ORDERING AND ROUGH-IN.
 - PROVIDE NECESSARY QUANTITY OF POWER SUPPLIES (AMERICAN LIGHTING ADPTPRO-DRJ-288-24), LIGHTING CONTROLS, AND ACCESSORIES FOR A COMPLETE AND OPERABLE SYSTEM.

REV	DATE	DESCRIPTION

SEAL



CONSULTANT

AECOM

756 East Winchester Street
Suite 400
Salt Lake City, UT 84107
Phone: (801) 904-4000
Fax: (801) 904-4100

CLIENT



Designed By:
A. Saraceno

Drawn By:
B. Olson

Checked By:
G. Moe

Approved By:
Approver

PARK CITY SHELTER IMPROVEMENTS

EXHIBIT A
ARCHITECTURAL SHELTER
DRAWINGS

Submittal Date: 01/17/2023

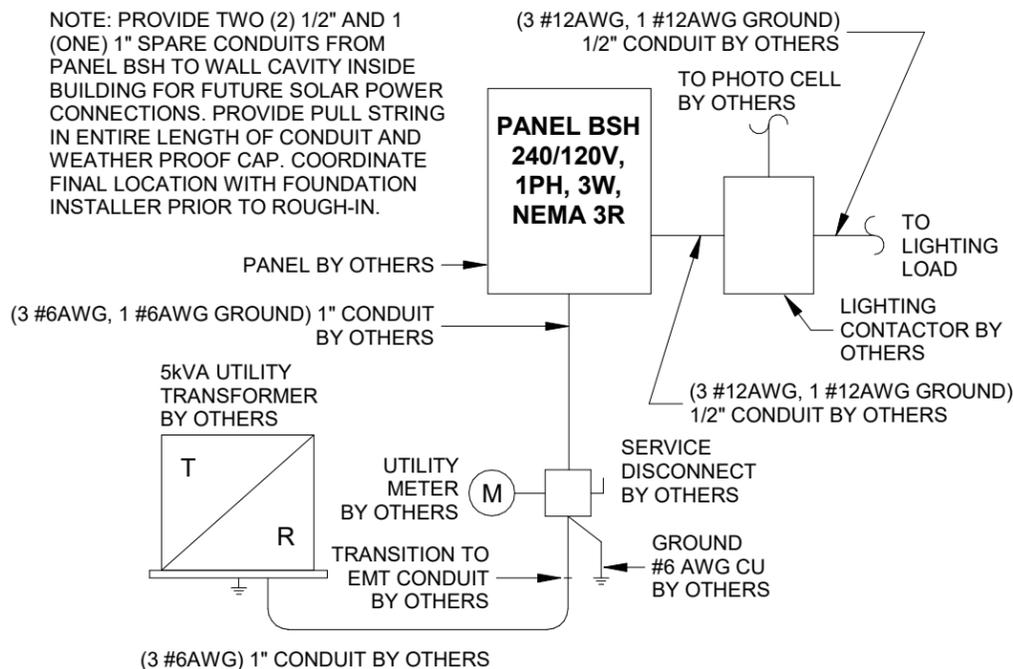
Contract No: 60605663

ELECTRICAL PLAN -
LIGHTING

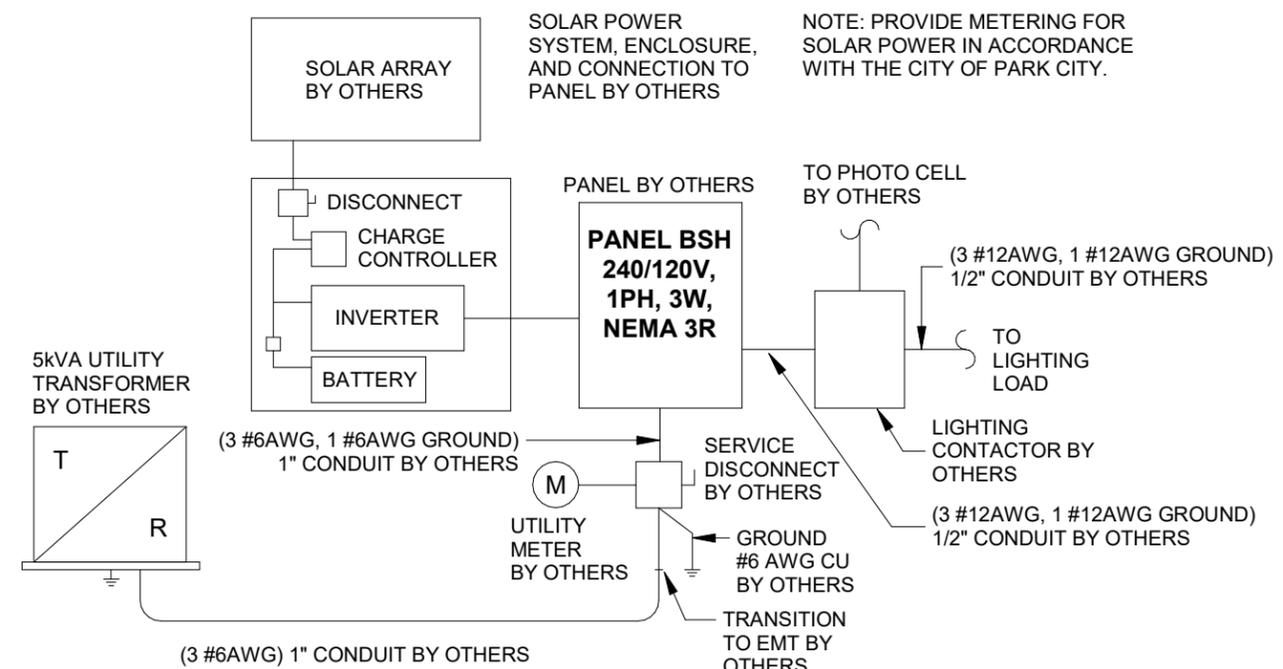
Alignment:

Sheet No:
E004

1/17/2023 8:47:09 AM



1 | **SERVICE TRANSFORMER ONLY - OPTION 1**
 E005 | Scale: NTS

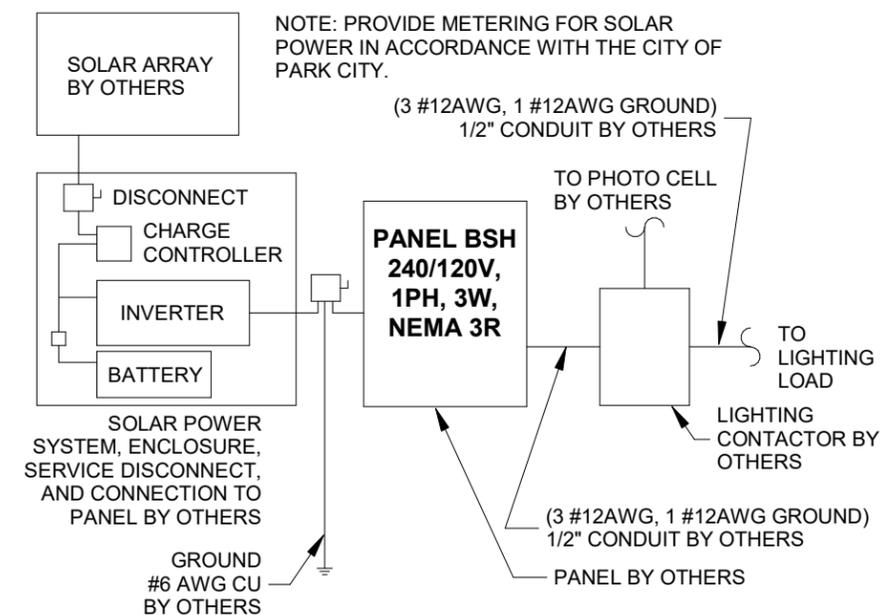


2 | **SOLAR PANELS AND TRANSFORMER - OPTION 2**
 E005 | Scale: NTS

FED FROM UTILITY		PANEL BSH		Voltage 240/120V, 1PH, 3W					
"SERVICE RATED" NEMA 3R		60A BUS		60A MAIN CIRCUIT BREAKER					
65KAIC, SURFACE MOUNTED		LOADS (VA)							
CIRCUIT DESCRIPTION	TYPE	BK R	C I R	PHASE A	PHASE B	C I R	BK R	TYPE	CIRCUIT DESCRIPTION
BUS SHELTER LIGHTING	L	15A	1	165		2	15A	O	DIGITAL SIGNAGE
DIGITAL SIGNAGE	O	15A	3	50	50	4	15A	O	RADIANT HEATER
RADIANT HEATER	O	15A	5	150	150	6	15A	O	RADIANT HEATER
SPARE		15A	7			8	15A		SPARE
SPARE		15A	9			10	15A		SPARE
SPARE		20A	11			12	1P		SPARE
SPARE		20A	13			14	30A		SPARE
SPACE			15			16			SPACE
SPACE			17			18			SPACE
SPACE			19			20			SPACE
SPACE			21			22			SPACE
SPACE			23			24			SPACE
TOTAL VOLT-AMPERES				365	350				
TOTAL CONNECTED LOAD (AMPS) =				715	VA / 240 =	3.0			
FEEDER LOAD (AMPS) =				756.25	VA / 240 =	* 3.2			

NOTE FOR ALL ONE-LINES:
 PROVIDE AN ENGRAVED PLAQUE ATTACHED WITH RIVETS TO THE FACE OF PANEL BSH. PLAQUE SHALL BE WHITE LETTERS ON BLACK BACKGROUND. ENGRAVE WITH THE FOLLOWING:

WARNING:
 SINGLE 120-VOLT SUPPLY. DO NOT CONNECT MULTI-WIRE BRANCH CIRCUITS!



3 | **SOLAR PANELS ONLY - OPTION 3**
 E005 | Scale: NTS

REV	DATE	DESCRIPTION



CONSULTANT
AECOM
 756 East Winchester Street
 Suite 400
 Salt Lake City, UT 84107
 Phone: (801) 904-4000
 Fax: (801) 904-4100



Designed By:
A. Saraceno
 Drawn By:
B. Olson
 Checked By:
G. Moe
 Approved By:
 Approver

PARK CITY SHELTER IMPROVEMENTS
EXHIBIT A
ARCHITECTURAL SHELTER
DRAWINGS

Submitted Date: 01/17/2023
 Contract No: 60605663
ELECTRICAL ONE-LINE
AND PANEL SCHEDULE
 Alignment: Sheet No:
E005

1/17/2023 8:47:09 AM

Attachment 1

REQUEST FOR PROTECTED STATUS

(Business Confidentiality Claims under Utah's Government Records Access and Management Act ("GRAMA"), Utah Code § 63G-2-309)

I request that the described portion of the record provided to Park City Municipal Corporation be considered confidential and given protected status as defined in GRAMA.

Name: _____

Address: _____

Description of the portion of the record provided to Park City Municipal Corporation that you believe qualifies for protected status under GRAMA (identify these portions with as much specificity as possible) (attach additional sheets if necessary): _____

The claim of business confidentiality is supported by (please check the box/boxes that apply):

- () The described portion of the record is a trade secret as defined in Utah Code § 13-24-2.
- () The described portion of the record is commercial or non-individual financial information the disclosure of which could reasonably be expected to result in unfair competitive injury to the provider of the information or would impair the ability of the governmental entity to obtain the necessary information in the future and the interest of the claimant in prohibiting access to the information is greater than the interest of the public in obtaining access.
- () The described portion of the record would cause commercial injury to, or confer a competitive advantage upon a potential or actual competitor of, a commercial project entity as defined in Utah Code § 11-13-103(4).

REQUIRED: Written statement of reasons supporting a business confidentiality claim as required by Utah Code § 63G-2-305 (1) –(2) (attach additional sheets if necessary):

NOTE: Claimant shall be notified if the portion of the record claimed to be protected is classified as public or if the determination is made that the portion of the record should be disclosed because the interests favoring access outweigh the interests favoring restriction of access. Records claimed to be protected under this business confidentiality claim may not be disclosed until the period in which to bring the appeal expires or the end of the appeals process, including judicial appeal, **unless the claimant, after notice, has waived the claim by not appealing the classification within thirty (30) calendar days.** Utah Code § 63G-2-309(2).

Signature of Claimant: _____

Date: _____

APPENDIX A

**COMPLIANCE CERTIFICATION WITH FEDERAL REQUIREMENTS
FTA Clauses and Provisions for Construction**

Contained in the documents below are contract clauses and provisions required by the Federal Transit Administration (FTA) and the Utah Department of Transportation for federally funded projects for this type of procurement.

The term AGENCY in these clauses and provisions refer to the Subrecipient of the FTA funds, who is the transit agency that is administering the project.

AGENCY: Park City Municipal Corporation

The Contractor hereby certifies that it will comply with all requirements listed herein.

Contractor: _____

Name: _____ Title: _____

Signature: _____ Date: _____

ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g)

2 C.F.R. § 200.333

49 C.F.R. part 633

Applicability to Contracts

The record keeping and access requirements apply to all contracts funded in whole or in part with FTA funds. Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

Flow Down

The record keeping and access requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Clause Language

Recipients can draw on the following language for inclusion in their federally funded procurements.

Access to Records and Reports

- a. **Record Retention**. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. **Retention Period**. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. **Access to Records**. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. **Access to the Sites of Performance**. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

ADA ACCESS
49 USC 531 (d)

Applicability to Contracts

The ADA Access Requirements apply to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement

The ADA Access Requirements flow down to all third party contractors and their contracts at every tier.

Clause Language

ADA Access. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

BONDING REQUIREMENTS

>\$250,000

(including ferry vessels)

2 C.F.R. § 200.325

31 C.F.R. part 223

Applicability to Contracts

Bonds are required for all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold. FTA may accept the bonding policy and requirements of the recipient if FTA has determined that the Federal interest is adequately protected. If such a determination has not been made, the following minimum requirements apply:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Flow Down

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier that exceed the simplified acquisition threshold.

Clauses Language

Recipients can draw on the following language for inclusion in their federally funded procurements.

Bond Requirements

Bid Guarantee

Bidders shall furnish a bid guaranty in the form of a bid bond, or certified treasurer’s or cashier’s check issued by a responsible bank or trust company, made payable to the RECIPIENT. The amount of such guaranty shall be equal to \$\$\$\$ or X% of the total bid price.

In submitting this bid, it is understood and agreed by bidder that the RECIPIENT reserves the right 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 [90] days subsequent to the opening of bids, without the written consent of RECIPIENT.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [90] days after the bid opening without the written consent of the RECIPIENT, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent RECIPIENT'S damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense RECIPIENT for the damages occasioned by default, then the undersigned bidder agrees to indemnify RECIPIENT and pay over to RECIPIENT the difference between the bid guarantee and RECIPIENT'S total damages so as to make RECIPIENT whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee

A Performance Guarantee in the amount of **100%** of the Contract value is required by the Recipient to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Agreement. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the RECIPIENT within ten (10) business days from Contract execution. The RECIPIENT requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the RECIPIENT and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. RECIPIENT may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The RECIPIENT may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the RECIPIENT if:

1. A bank in good standing issues it. The RECIPIENT will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The RECIPIENT is identified as the Beneficiary.
5. It is in an amount equal to **100%** of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of this Agreement.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the RECIPIENT and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft (similar to the attached forms contained in Sections X and Y) to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds

A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Recipient as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

Sample Bond Certifications

Performance Guarantee Certification

The undersigned hereby certifies that the Bidder shall provide a Performance Guarantee in accordance with the Specifications.

Designate below which form of Performance Guarantee shall be provided:

_____ Performance
Bond

_____ Irrevocable Stand-By-Letter of
Credit

BIDDER'S
NAME: _____

AUTHORIZED
SIGNATURE: _____

TITLE: _____

—

DATE: _____

—

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that

(Insert full name and address and legal title of Contractor) as Principal, hereinafter called Contractor, and

_____ (Insert full name and address or legal title of Surety) as Surety, hereinafter called Surety, are held and firmly bound unto RECIPIENT as Obligee, hereinafter called Authority, in the amount of _ Dollars (\$) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated __, 20__ , entered into a contract with the RECIPIENT for Contract No. _____, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the RECIPIENT.

Whenever Contractor shall be, and is declared by the RECIPIENT to be in default under the Contract, the RECIPIENT having performed RECIPIENT'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the RECIPIENT elects, upon determination by the RECIPIENT and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the RECIPIENT to Contractor under the Contract and any amendments thereto, less the amount properly paid by the RECIPIENT to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators or successors of the RECIPIENT.

Signed and sealed this _____ day of _____ 20__ .

WITNESS

PRINCIPAL

_____(SEAL)

_____(Title)

WITNESS

SURETY

_____(SEAL)

_____(Title)

Attach hereto proof of authority of officers or agents to sign bond.

Irrevocable Stand-By Letter Of Credit Certificate

The undersigned states that he/she is _____ of the
(Title)

(Name of Beneficiary) (The "Beneficiary") and hereby

Certifies on behalf of the Beneficiary to _____ (the "Bank"),
with

(Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No. _____ Issued by the

Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An Event of Default has occurred under Contract No. _____
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this _____ day of _____, 20__ .

(NAME OF BENEFICIARY)

By: _____

Its: _____

Bank Draft

FOR VALUE RECEIVED

Pay on presentment to _____ the sum of
_____ Dollars (\$)
(Name of Beneficiary)

Charge the Account of _____ Irrevocably Standby Letter
of _____
(Name of Issuing Bank)

Credit No. _____ Dated: 20 _____.

To _____
(Name of Issuing Bank)

NAME OF BENEFICIARY

By _____

Its _____

BUY AMERICA REQUIREMENTS

>\$150,000

As of Feb 2011 FTA has not adopted the FAR 2.101 \$150,000 standard.

49 U.S.C. 5323(j)

49 C.F.R. part 661

Applicability to Contracts

FTA's Buy America law and regulations apply to projects that involve the purchase of more than \$150,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project. FTA cautions that its Buy America regulations are complex. Recipients can obtain detailed information on FTA's Buy America regulation at: [Buy America | FTA \(dot.gov\)](#)

Flow Down

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Clause Language

The Buy America regulation at 49 C.F.R. § 661.13 requires notification of the Buy America requirements in a recipients' bid or request for proposal for FTA funded contracts. Recipients can draw on the following language for inclusion in their federally funded procurements. Note that recipients are responsible for including the correct Buy America certification based on what they are acquiring. Recipients should not include both the rolling stock and steel, iron, or manufactured products certificates in the documents unless acquiring both in the same procurement.

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 all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate Requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The [bidder or offeror] must submit to [Recipient] the appropriate Buy America certification below with its [bid or offer]. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

Certificate of Compliance with Buy America Requirements

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

Date: _____

—

Signature: _____

—

Company:

Name: _____

—

Title: _____

—

Certificate of Non-Compliance with Buy America Requirements

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

Date: _____

Signature:

Company: _____

Name: _____

Title: _____

In accordance with 49 C.F.R. § 661.12, for the procurement of rolling stock (including traincontrol, communication, and traction power equipment) use the following certifications:

Certificate of Compliance with Buy America Rolling Stock Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 C.F.R. § 661.11.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Rolling Stock Requirements

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

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

CARGO PREFERENCE REQUIREMENTS

Involving property that may be transported by ocean vessel.

46 U.S.C. § 55305

46 C.F.R. part 381

Applicability to Contracts

The Cargo Preference Act of 1954 requirements applies to all contracts involving equipment, materials, or commodities that may be transported by ocean vessels.

Flow Down

The Cargo Preference requirements apply to all contracts involved with the transport of equipment, material, or commodities by ocean vessel.

Clause Language

The Maritime Administration (MARAD) regulations at 46 C.F.R. § 381.7 contain suggested contract clauses. Recipients can draw on the following language for inclusion in their federally funded procurements.

Cargo Preference - Use of United States-Flag Vessels

The contractor agrees:

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

CIVIL RIGHTS LAWS AND REGULATIONS

Applicability to Contracts

The following Federal Civil Rights laws and regulations apply to all contracts.

1. **Federal Equal Employment Opportunity (EEO) Requirements**. These include, but are not limited to:

a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2. **Nondiscrimination on the Basis of Sex**. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3. **Nondiscrimination on the Basis of Age**. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4. **Federal Protections for Individuals with Disabilities**. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Clause Language

Every federally funded contract must include an Equal Opportunity clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Civil Rights and Equal Opportunity

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

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

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 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.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Title VI Attachments A and E

Title VI of the Civil Rights Act of 1964 – Non – Discrimination Notice; Attachment A NON-DISCRIMINATION NOTICE

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and the Title 49, Code of Federal Regulations. The text below, in its entirety, is in all contracts entered into by the Department. All of the text except the final section, entitled “Incorporation of Provisions,” should be included in any contract entered into by any the Department contractor.

During the performance of this contract, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

A. COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

1. **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, age, disability, income status, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to

nondiscrimination on the grounds of race, color, sex, age, disability, income status, or national origin.

4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the (Name of Appropriate Administration) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the (Name of Appropriate Administration) as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract sanctions as it or the (Name of Appropriate Administration) may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as the (Recipient) or the (Name of Appropriate Administration) 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 supplier as a result of such direction, the contractor may request the (Recipient) to enter into such litigation to protect the interests of the (Recipient), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Title VI of the Civil Rights Act of 1964 – Non – Discrimination Notice; Attachment E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 460 I), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 610 et seq.), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 USC § 47 I, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CIVIL RIGHTS DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 C.F.R. part 26

Background and Applicability

The Disadvantaged Business Enterprise (DBE) program applies to FTA recipients receiving planning, capital and/or operating assistance that will award prime contracts (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a Federal fiscal year. All FTA recipients above this threshold must submit a DBE program and overall triennial goal for DBE participation. The overall goal reflects the anticipated amount of DBE participation on DOT-assisted contracts. As part of its DBE program, FTA recipients must require that each transit vehicle manufacturer (TVM), as a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, certify that it has complied with the requirements of 49 C.F.R. § 26.49. Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved at the time of solicitation, are eligible to bid.

FTA recipients must meet the maximum feasible portion of their overall goal using race-neutral methods. Where appropriate, however, recipients are responsible for establishing DBE contract goals on individual DOT-assisted contracts. FTA recipients may use contract goals only on those DOT-assisted contracts that have subcontracting responsibilities. See 49 C.F.R. § 26.51(e). Furthermore, while FTA recipients are not required to set a contract goal on every DOT-assisted contract, they are responsible for achieving their overall program goals by administering their DBE program in good faith.

FTA recipients and third party contractors can obtain information about the DBE program at the following website locations:

[Federal Transit Administration website Disadvantaged Business Enterprise page click here](#)

[Department of Transportation website Disadvantaged Business Enterprise Program click here](#)

Flow Down

The DBE contracting requirements flow down to all third party contractors and their contracts at every tier. It is the recipient's and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, FTA would look to the recipient to make sure it intervenes to monitor compliance. The onus for compliance is on the recipient.

Clause Language

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

As an additional resource, recipients can draw on the following language for inclusion in their federally funded procurements.

Overview

It is the policy of the AGENCY and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the AGENCY to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and

7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The AGENCY shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the AGENCY may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the AGENCY.

Contract Assurance

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the AGENCY deems appropriate.

DBE Participation

For the purpose of this Contract, the AGENCY will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the [certifying agency or the Unified Certification Program (UCP)]; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the AGENCY.

DBE Participation Goal

The DBE participation goal for this Contract is set at 0%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than 0% of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed DBE Utilization Form (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the

performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the AGENCY.

3. An original DBE Letter of Intent (see below) from each DBE listed in the DBE Participation Schedule.
4. An original DBE Affidavit (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.
5. A signed DBE commitment Letter within 72 hours.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the AGENCY will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the AGENCY will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the AGENCY's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the AGENCY generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made

good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the AGENCY that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the AGENCY's [Contact Name]. The [Contact Name] will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The AGENCY will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule (see below) without the AGENCY's prior written consent. The AGENCY may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the AGENCY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

The AGENCY shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to the AGENCY that summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the [Agency Name1] and [Agency Name2]. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- The AGENCY to have access to necessary records to examine information as the AGENCY deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
- The authorized representative(s) of the AGENCY, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- All data/record(s) pertaining to DBE shall be maintained as stated in Section [insert reference to record keeping requirements for the Project.]

Sanctions for Violations

If at any time the AGENCY has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the AGENCY may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

_____ The Bidder/Offer is committed to a minimum of _____ % DBE utilization on this contract.

_____ The Bidder/Offeror (if unable to meet the DBE goal of _____ %) is committed to a minimum of _____ % DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm

DBE Goals Required by UDOT

Race Conscious Goal

At the time of bid, DBE participation is considered race-conscious on projects that are assigned a Goal for Bid Evaluation. The DBE commitment becomes a contract specification upon award. The Bidder must submit with its Bid Proposal a DBE Commitment that indicates:

- Name of DBE firm
- Work items to be performed
- Total dollar amount of commitment

If the DBE commitment does not meet or exceed the assigned goal, the Bidder must submit with the Bid Proposal documentation of good faith efforts.

Race Conscious is the committed dollar amount at the time of bid focused specifically on assisting only DBEs. UDOT Civil Rights must establish contract goals to meet the race conscious portion of its overall DBE goal. To ensure that the DBE program continues to be narrowly tailored to overcome the effects of discrimination, UDOT Civil Rights may adjust the use of contract goals as follows:

- If during the course of any year it is determined the overall goal will be exceeded, UDOT Civil Rights will reduce or eliminate the use of contract goals to the extent necessary to ensure the use of contract goals does not result in exceeding the overall goal.
- If it is determined that UDOT Civil Rights will fall short of its overall goal, then appropriate modifications in the use of race neutral and/or race conscious measures will be made to allow UDOT Civil Rights to meet the overall goal.

Race Neutral Goal

At the time of bid, DBE participation is considered race-neutral on projects that are NOT assigned a Goal (0%) for Bid Evaluation. In this instance, the DBE participation does not become a contract specification upon award. The Bidder must take equal opportunity action to allow DBEs to compete for and perform on subcontracts. Only work classifications that the Bidder will subcontract need to be considered in evaluating equal opportunity action in the bid preparation.

Race Neutral is the dollar amount that exceeds the committed amount at the time of bid and is, or can be, used to assist all small businesses. UDOT Civil Rights must meet the maximum feasible portion of its overall DBE goal by using race-neutral means of facilitating DBE participation. Race neutral DBE participation includes:

- Awarding a subcontract on a prime contract that does not carry a DBE goal,
- Awarding a subcontract on a prime contract in which the DBE was not considered in making the award even if there is a DBE goal.
- For the purposes of this part, race neutral includes gender neutrality.

Goal for Contract Performance

The Bidder's DBE Commitment becomes an attachment to the Bid Proposal and is a condition of award, and thereby becomes a contract specification.

The committed dollar amount meeting the project goal for bid evaluation will be considered race conscious participation. Any dollar amounts in excess of the project goal for bid evaluation will be considered race neutral participation.

Goal for Final Compliance

Percentages for final compliance will be based on actual payments to DBEs. Overruns and under-runs on individual contract items may require adjustments to the predetermined DBE percentage for a project if those items were not related to DBE performance. "The predetermined percentage for a project" refers to the percentage of the Contractor's DBE Commitment that becomes a contract specification upon award.

The Continued Compliance states that the AGENCY will "monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to the AGENCY that summarize the total DBE value for this Contract." This is specifically for procurement projects. The requirement for construction projects would be:

- The Subrecipient will monitor the Contractor's DBE compliance during the life of the Contract. It is the responsibility of the Contractor to submit regular reports to the Subrecipient that summarize the total DBE value for this Contract. The frequency and content of these reports will be designated by the Subrecipient.

Determination of DBE Contractor's Eligibility by UUCP

Any Contractor may apply to the UUCP for status as a DBE. Applications will be made on forms provided by the UUCP entitled "UNIFORM CERTIFICATION APPLICATION" or "Information for Determining DBE Joint Venture Eligibility," Form No. R-817. Application need not be made in connection with a particular bid. Only work contracted to certified DBE prime contractors or subcontractors to firms that have applied for and have been granted status as a DBE by the UUCP will be considered toward contract goals as established in Subsection A.

It will be the Contractor's responsibility to submit a DBE application so that the UUCP has time to review it. The UUCP will review applications in a timely manner, but is not committed to approve DBE status within any given period of time. The UUCP must have ample lead time to review, evaluate, and verify information provided with an application.

UDOT will maintain a UUCP Unified DBE Directory of DBE Contractors, vendors, service providers, and suppliers that is updated as changes occur for the purpose of providing a reference source to assist any bidder in meeting the requirements of this bid condition. Bidders must use the most current DBE information available on the website when submitting bids. A current UUCP DBE directory representing certified DBE Contractors is available on the Internet at (click on this link): <https://www.udot.utah.gov/connect/business/civil-rights/>

In meeting the requirements of this bid condition, bidders are in no way limited to the DBE Directory referred to above in seeking out and negotiating with the DBE Contractors and determining which items of work will be subcontracted to DBE Contractors. Bidders will exercise their own judgments in selecting any subcontractor to perform any portion of the work. DBE credit will not be allowed toward race-conscious goals for a firm or joint venture that has not been DBE certified by the UUCP.

Bidding Requirements

A DBE prime contractor's performance does not count toward fulfilling the DBE goal. A prime bidder who is a DBE contractor will meet the DBE goal by using other DBE subcontractors or by using good faith efforts.

DBE Bid Assurance

1. Race Conscious Goal
 - a. Race conscious measure or program is focused specifically on assisting only DBEs. This goal is the amount the prime must commit to DBEs at the time of bid or a good faith effort must be documented.

DBE Race Conscious Commitment

1. For a bid to be considered responsive, Bidders will submit the following information regarding DBE compliance.
2. Submit a DBE Commitment of work that will be subcontracted to certified DBE firm(s) as listed in the UUCP's Directory or DBE firms that have been approved by the UUCP prior to bid opening.
 - a. The names of DBE firms that will participate in the contract;
 - b. A specific description of the work each named DBE firm will perform (list specific bid items). Listed bid items will be considered committed in their entirety unless Bidders designate otherwise in their DBE Commitment.
 - i. If mobilization is a bid item partially committed to a DBE, indicate the dollar amount of the DBE mobilization.
 - ii. If a partial quantity is committed to a DBE, indicate the quantity committed to the DBE.
 - iii. If a partial performance of an item is committed to a DBE, explain what part of the item the DBE will perform;
 - c. The dollar amount of participation by each named DBE firm;
 - d. If the contract goal is not met, evidence of good faith efforts is required at the time of bid.
3. The DBE Commitment is to be included in the prepared bid, and said information will be kept confidential and will be reviewed to determine the apparent low bidder has either met the DBE Contract Goal or has documented acceptable Good Faith Efforts.

DBE Race Neutral Participation

1. Race Neutral DBE participation includes anytime a DBE;
 - a. wins a Prime Contract through customary bidding procedures,

- b. is awarded a subcontract on a prime contract that does not carry a DBE goal (0% goal),
- c. wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low bid system to award subcontracts).

DBE Written Confirmation

1. Low Bidder will submit to the Civil Rights Office within three (3) work days after the bid opening written confirmation from each DBE participating in the contract as provided in the Prime Contractor's DBE Commitment. The written confirmation will include the following information:
 - a. A description of the work to be performed (list specific bid items). Listed bid items will be considered committed in their entirety unless Contractors designate otherwise in their DBE commitment.
 - i. If mobilization is a bid item that is partially committed, confirm the dollar amount of the mobilization to be performed.
 - ii. If a partial quantity is committed, confirm the quantity to be performed.
 - iii. If a partial performance of an item is committed, confirm what part of the item will be performed.
 - iv. Unit bid prices for each bid item committed to a DBE.
 - v. Total dollar amounts (mathematical extensions) for each bid item committed to a DBE
 - b. The dollar amount of participation by each named DBE firm.

Counting DBE Participation Toward Goals for Performance

Subcontracts to DBEs that exceed the Goal for Bid Evaluation will be considered in part as race conscious participation and in part as race neutral participation. Any dollar amounts in excess of the Goal for Bid Evaluation will be considered as race neutral participation.

It is intended that the Contractor will utilize the subcontractors designated in the DBE Commitment in the performance of the contract. Any changes in the Contractor's DBE Commitment, such as substitution of a DBE subcontractor, substitution of contract items, or decrease in total dollar amount must be approved by the UDOT Civil Rights and must be covered by a Change Order. Unauthorized substitutions or eliminations may result in the imposition of sanctions. Failure to meet the Goal for Performance established at the time of award by the Contractor's DBE Commitment, without adequate justification, including concurrence of the subrecipient and Civil Rights Office, will result in the imposition of sanctions.

1. The subrecipient will recognize and grant DBE credit for work performed by DBE contractors ONLY in the types of work for which DBE certification has been granted by the UUCP prior to bid opening. It is necessary all Bidders refer to the UUCP DBE Directory for direction and guidance.
2. Contractors may count only the value of the work actually performed by the DBE toward the DBE goals.

- a. Work performed by the DBE's own forces using "regular employees" and "regular equipment."
 - b. The cost of supplies and materials obtained and purchased by the DBE and equipment leased for the work of the contract.
 - c. Work that a DBE subcontracts to a lower tier DBE firm.
3. Contractors may not count toward the DBE goals:
- a. Supplies and material purchased and equipment leased by the DBE from the prime Contractor or its affiliates or another subcontractor on the project.
 - b. Work that a DBE subcontracts to a lower tier non-DBE firm.
4. Contractors may count toward their goals only expenditures to a DBE that performs a commercially useful function in the work of the contract.
- a. A DBE performs a "commercially useful function" when it is responsible for the execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.
 - b. The subrecipient will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
 - c. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the subrecipient must examine similar transactions, particularly those in which DBEs do not participate.
 - d. A DBE does not perform a commercially useful function if it does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
5. The subrecipient will use the following factors in determining whether a DBE trucking company is performing a commercially useful function:
- a. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - b. The DBE must be responsible for the management and supervision of the entire trucking arrangement for the purpose of meeting DBE goals.
 - c. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - d. The DBE may lease trucks from another DBE firm, including an owner operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

- e. The DBE may also lease trucks from a non-DBE firm, including from an owner operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of the transportation services provided by non-DBE lessees as long as the DBE provides the employees for the leased trucks.
 - f. A lease must indicate the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
6. Contractors may count expenditures with DBEs for materials or supplies as provided in the following:
- a. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies counts toward DBE goals.
 - b. For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
 - c. If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies counts toward DBE goals.
 - d. For purposes of this paragraph, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
 - i. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - ii. A firm may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating or maintaining a place of business if the firm both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment will be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
 - iii. Packagers, brokers, manufacturers' representatives, or other persons or firms who arrange, or expedite transactions are not regular dealers.
 - iv. A DBE trucking company that picks up a product from a manufacturer or regular dealer and delivers the product to the Contractor performs a delivery service. Credit will not be given based on a percentage of the cost of the product; credit will be allowed only for the cost of the transportation service.
7. If the materials or supplies are purchased from a service provider, the fees or commission charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies, count toward the DBE goals.

- a. A Service Provider is a business that is neither a manufacturer nor a regular dealer but simply transfers title of a product from manufacturer to ultimate purchaser or a firm that puts a product into a container for delivery. A service provider charges a fee or a commission for assistance in the procurement of the materials and supplies, or fees or transportation for the delivery of materials or supplies required on a job site.
 - i. Only the fees, commissions, or transportation performed by the DBE service provider count toward the DBE goals. The subrecipient must determine the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.
 - ii. No portion of the cost of the materials and supplies count toward the DBE goals. Documentary evidence of the supply agreements, i.e., sales contract, purchase order, etc., will be submitted to the subrecipient prior to work beginning. The agreement will set forth the estimated quantities, unit prices, total dollar amounts, material guarantees, delivery, and payment requirements including the requirements listed part E, 4, e, of this DBE Special Provision.
- 8. When a DBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the Contractor must make good faith efforts to find another DBE subcontractor to substitute for the original DBE. Direct these good faith efforts at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the project. Document the good faith efforts. If the subrecipient requests documentation under this provision, submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and the subrecipient will provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.
 - a. Failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section you deem appropriate if the prime contractor fails to comply with the requirements of this section.

Americans with Disabilities Act of 1990

To provide additional information about ADA to that of the Civil Rights Laws and Regulations clause in the FTA Best Practices Manual, Appendix A, see the link below to the FTA C 4710.1 Circular.

https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Final_FTA_ADA_Circular_C_4710.1.pdf

CIVIL RIGHTS EMPLOYEE PROTECTIONS

>\$2,000

49 U.S.C. § 5333(a)
40 U.S.C. §§ 3141 – 3148
29 C.F.R. part 5
18 U.S.C. § 874
29 C.F.R. part 3
40 U.S.C. §§3701-3708
29 C.F.R. part 1926

Applicability to Contracts

Certain employee protections apply to all FTA funded contracts with particular emphasis on construction related projects. The recipient will ensure that each third party contractor complies with all federal laws, regulations, and requirements, including:

1. Prevailing Wage Requirements

- a. Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act"); (> \$2,000)
- b. The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147; and
- c. U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

2. "Anti-Kickback" Prohibitions (> \$2,000)

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

3. Contract Work Hours and Safety Standards

- a. Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701-3708; (> \$100,000) and supplemented by Department of Labor (DOL) regulations, 29 C.F.R. part 5; and
- b. U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. part 1926.

Flow Down

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

Clause Language

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

Prevailing Wage and Anti-Kickback

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

Contract Work Hours and Safety Standards

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

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

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

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or 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 this section.

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

Contract Work Hours and Safety Standards for Awards Not Involving Construction

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for

inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

CIVIL RIGHTS PROMPT PAYMENT

All non TVM purchases if threshold for DBE program met

Prompt payment for the work accomplished is an integral part of the concept of a commercially useful function but is a requirement on all FTA projects for DBE and non-DBE companies.

- Prompt payment means that the prime contractor is to pay each subcontractor, and each subcontractor is to pay any lower tier subcontractor, within 30 days of being paid by the Subrecipient.
- Prompt payment entries are to be entered for each subcontractor in the method approved so that it can be monitored and verified for compliance.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

>\$150,000

42 U.S.C. §§ 7401 – 7671q

33 U.S.C. §§ 1251-1387

2 C.F.R. part 200, Appendix II (G)

Applicability to Contracts

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000. Each contract and subcontract must contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251– 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Flow Down

The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Clause Language

Recipients can draw on the following language for inclusion in their federally funded procurements.

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

DISPUTES, BREACHES, DEFAULTS, AND LITIGATION

(a) FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

(b) Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal 95 Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) 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.

(3) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

(c) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient

may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.

(d) Enforcement. The Recipient must pursue its legal rights and remedies available under any third party agreement or any federal, state, or local law or regulation.

ENERGY CONSERVATION

42 U.S.C. 6321 et seq.
49 C.F.R. part 622, subpart C

Applicability to Contracts

The Energy Policy and Conservation requirements are applicable to all contracts. The Recipient agrees to, and assures that its subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

Flow Down

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Clause Language

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. Recipients can draw on the following language for inclusion in their federally funded procurements.

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.

FEDERAL CHANGES

2 CFR Part 1201

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Applicability to Micro-Purchases Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Clause Language: The following language has been developed by FTA.

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 Master Agreement 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.

FLY AMERICA

Foreign transportation or travel of people or goods by air

49 U.S.C. § 40118

41 C.F.R. part 301-10

48 C.F.R. part 47.4

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier

is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the U.S. DOT has determined meets the requirements of the Fly America Act.

Flow Down Requirements

The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Clause Language

A sample clause is provided for Federal contracts at 48 C.F.R. 52.247-63. Recipients can draw on the following language for inclusion in their federally funded procurements.

FTA proposes the following language, modified from the Federal clause.

Fly America Requirements

- 1) Definitions. As used in this clause--
 - "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
 - "United States" means the 50 States, the District of Columbia, and outlying areas.
 - "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- 2) b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S.

Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

- 3) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- 4) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

(End of statement)

5) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

(End of Clause)

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

>\$25,000

2 C.F.R. part 180

2 C.F.R. part 1200

2 C.F.R. § 200.213

2 C.F.R. part 200 Appendix II (I)

Executive Order 12549

Executive Order 12689

Background and Applicability

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Flow Down

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

Clause Language

Recipients can draw on the following language for inclusion in their federally funded procurements.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the

Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases:

Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement

The incorporation of FTA terms has unlimited flow down.

Clause Language

FTA has developed the following incorporation of terms language: Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) to be in violation of the FTA terms and conditions.

LOBBYING RESTRICTIONS

>\$100,000

31 U.S.C. § 1352

2 C.F.R. § 200.450

2 C.F.R. part 200 appendix II (J)

49 C.F.R. part 20

Applicability to Contracts

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Flow Down

The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

Clause Language

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in FTA funded third party contracts as follows:

Lobbying Restrictions

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB

4040-0013

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------

4. Name and Address of Reporting Entity:
 Prime SubAwardee

* Name

* Street 1 Street 2

* City State Zip

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: <input type="text"/>	7. * Federal Program Name/Description: <input type="text"/> CFDA Number, if applicable: <input type="text"/>
----------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------

8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>
--------------------------------------------------------------------	--------------------------------------------------------------

10. a. Name and Address of Lobbying Registrant:

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1 Street 2

* City State Zip

b. Individual Performing Services (including address if different from No. 10a)

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1 Street 2

* City State Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* Signature:

* Name: Prefix * First Name Middle Name
* Last Name Suffix

Title: Telephone No.: Date:

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

The No Obligation clause applies to all third party contracts that are federally funded.

Flow Down

The No Obligation clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Clause Language

Recipients can draw on the following language for inclusion in their federally funded procurements.

No Federal Government Obligation to Third Parties.

The Recipient 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 Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PRIVACY ACT
Contracts with personal identifier files
5 U.S.C. 552

Applicability to Contracts

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Clause Language

The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

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

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1)
31 U.S.C. §§ 3801-3812
18 U.S.C. § 1001
49 C.F.R. part 31

Applicability to Contracts

The Program Fraud clause applies to all third party contracts that are federally funded.

Flow Down

The Program Fraud clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Clause Language

Recipients can draw on the following language for inclusion in their federally funded procurements.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 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.

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) on the Contractor, to the extent the Federal Government deems appropriate.

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.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
SERVICES OR EQUIPMENT**

CFR Title 2, Subtitle A, Chapter II, Part 200, Subpart C, § 200.216.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

RECYCLED PRODUCTS

Contract for items designated by EPA, when procuring \$10,000 or more per year

42 U.S.C. § 6962

40 C.F.R. part 247

2 C.F.R. part § 200.322

Applicability to Contracts

The Resource Conservation and Recovery Act, as amended, (42 U.S.C. § 6962 et seq.), requires States and local governmental authorities to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. Recipients are required to procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

Flow Down

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier where the value of an EPA designated item exceeds \$10,000.

Clause Language

Recipients can draw on the following language for inclusion in their federally funded procurements.

Recovered Materials

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

SAFE OPERATION OF MOTOR VEHICLES

(a) Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

- (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and 91
- (2) Including a "Seat Belt Use" provision in each third party agreement related to the Award.

(b) Distracted Driving, Including Text Messaging While Driving. The Recipient 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 Recipient 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 Recipient 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 Recipient 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 Recipient agrees to include the preceding Special Provision of section 34(b)(3)(i) – (ii) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

SEISMIC SAFETY

New Buildings & additions.

42 U.S.C. 7701 et seq.

49 C.F.R. part 41

Executive Order (E.O.) 12699

Applicability to Contracts

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Flow Down

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Clauses Language

Recipients can draw on the following language for inclusion in their federally funded procurements.

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 (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

TERMINATION
>\$10,000

2 C.F.R. § 200.339
2 C.F.R. part 200, Appendix II (B)

Applicability to Contracts

All contracts in excess of \$10,000 must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.

Flow Down

For all contracts in excess of \$10,000, the Termination clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Clause Language

Recipients can draw on the following language for inclusion in their federally funded procurements.

Termination for Convenience (General Provision)

The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the AGENCY's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to AGENCY to be paid the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY directs.

Termination for Default [Breach or Cause] (General Provision)

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, the AGENCY 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 be paid only 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 the AGENCY 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, the AGENCY, 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.

Opportunity to Cure (General Provision)

The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately 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 AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY 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 AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The AGENCY, by written notice, may terminate this contract, in whole or in part, when it is in the AGENCY's interest. If this contract is terminated, the AGENCY shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination

specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of AGENCY goods, the Contractor shall, upon direction of the AGENCY, protect and preserve the goods until surrendered to the AGENCY or its agent. The Contractor and AGENCY shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the AGENCY may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the AGENCY resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the AGENCY in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of AGENCY, acts of another contractor in the performance of a contract with AGENCY, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies AGENCY in writing of the causes of delay. If, in the judgment of AGENCY, the delay is excusable, the time for completing the work shall be extended. The judgment of AGENCY shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of AGENCY.

Termination for Convenience or Default (Architect and Engineering)

The AGENCY may terminate this contract in whole or in part, for the AGENCY's convenience or because of the failure of the Contractor to fulfill the contract obligations. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the AGENCY 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. AGENCY has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the AGENCY, the AGENCY's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the AGENCY may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the AGENCY.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of AGENCY.

Termination for Convenience or Default (Cost-Type Contracts)

The AGENCY may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of AGENCY or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the AGENCY, or property supplied to the Contractor by the AGENCY. If the termination is for default, the AGENCY may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the AGENCY and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of AGENCY, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the AGENCY determines that the Contractor has an excusable reason for not performing, the AGENCY, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VETERANS EMPLOYMENT

FTA Circular 4220.1F (Chapter IV) 49 USC §5325(K)

Applicability to Contracts The Veterans Employment provisions apply to all construction contracts.

Veterans Employment.

Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

VIOLATION AND BREACH OF CONTRACT

>\$250,000

2 C.F.R. § 200.326

2 C.F.R. part 200, Appendix II (A)

Applicability to Contracts

All contracts in excess of the Simplified Acquisition Threshold (currently set at \$150,000) shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Flow Down

The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

Clauses Language

FTA does not prescribe the form or content of such provisions. The provisions developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts. Recipients can draw on these examples for inclusion in their federally funded procurements.

Rights and Remedies of the AGENCY

The AGENCY shall have the following rights in the event that the AGENCY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include [AGENCY to define].

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

- Example 1: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of AGENCY's [title of employee]. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. 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 the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.
- Example 2: The AGENCY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the AGENCY and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the AGENCY's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by AGENCY, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY 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 in which the AGENCY is located.

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 the AGENCY or 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.



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

APPENDIX B

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.
Executive Director

LISA J. WILSON, P.E.
Deputy Director of Engineering and Operations

BENJAMIN G. HUOT, P.E.
Deputy Director of Planning and Investment

Memorandum

DATE: 11/15/23

TO: Park City Transit

FROM: Tori Berry
Civil Rights Manager

SUBJECT: CP0025 Bus Stop Improvements - Shelter Design & Procurement, DBE Review

Disadvantaged Business Enterprise (DBE) opportunities were evaluated for the subject project and no goal will be set for this portion of the work.

Please set the following goal on this project:

DAVIS BACON WAGE RATES **“ARE NOT”** REQUIRED

DBE Goal Base 0%

Your attention to the DBE goal is appreciated. This memo is valid for 6 months or if changes are made to scope of work, it will need to be resubmitted to Civil Rights for revision. If you have any questions or suggestions, please call the Civil Rights Office at (801) 965-4500.

**Appendix C – PCMC Standard
CONSTRUCTION AGREEMENT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20__, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, P.O. Box 1480, Park City, UT 84060, , (hereinafter “City”), and _____, a _____ (Insert state of incorporation) _____ (insert either “corporation” or “limited liability company”), whose post office address is _____, (hereinafter “Contractor”).

PURPOSE: For the project known as the (project name) (hereinafter “Project”), which consists of (brief description of work and address).

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

SECTION 1. SCOPE OF WORK. Contractor shall furnish all labor, materials and equipment to complete the Project, consisting of the work described in the Information for Bidders as the Basic Bid, and the following additive alternates: _____, as specifically set out in the contract specifications, which is made a part hereof by reference, herein called the “Project.”

The Project will be bound by the specifications referenced herein, according to the Advertisement for Bid, the Information for Bidders, the General Project Requirements and Specifications provided by City, the Bid of the Contractor, Bid Bond, Drawings, Notice of Award and Notice to Proceed, (collectively referred to as the “Contract Documents”), all of which are incorporated herein by reference and on file in the _____ Department. To the extent that this Construction Agreement (hereinafter “Contract” or “Agreement”) conflicts in any way with a proposed form agreement which may have been submitted as part of the bid specifications, this Agreement shall control.

If any of the work performed by Contractor in any phase of the Project does not meet City standards as outlined in the bid documents and specifications, then Contractor shall immediately repair or correct the work at no additional cost to City.

A. SUBCONTRACTORS. No part of this Contract shall be subcontracted by the Contractor without prior written approval by City through the Project Manager/Engineer. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by it.

If written approval is granted to subcontract a part of this Contract, the Contractor shall require each subcontractor that physically performs services within Utah to submit an affidavit to the Contractor stating that the subcontractor has used E-Verify, or an equivalent program, to verify the employment status of each new employee.

The Contractor shall, within ten (10) days of submittal of request for final payment, include an affidavit showing satisfactory evidence that all claims of subcontractors, laborers and material men who supplied services or materials to the Project have been fully paid, discharged, or waived. The Contractor shall submit lien waivers for each pay release.

If the City reasonably believes that Contractor has failed to pay Subcontractors, materialmen, or laborers for work on the Project within a reasonable time of when payment is due, then City may, after having notified the Contractor, either pay unpaid bills or withhold from the release of Contractor's payment bond for this Project, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged and a ten percent (10%) fee for administering such claims.

B. STANDARDS OF WORKMANSHIP. Contractor shall demonstrate workmanship equal to or better than current industry standards for this Project. Where Park City specifications exist, (for example, asphalt, concrete, irrigation, sprinkling system and landscaping), they shall provide the benchmark for determination of acceptability.

C. INSPECTION AND TESTING. All materials and equipment used in the construction shall be subject to inspection by the Project Manager/Engineer. If laws, ordinances, rules or regulations of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than Project Manager/Engineer, the Contractor shall give the Project Manager/Engineer timely notice of readiness. Inspections, tests or approvals by the City or appropriate authorities will not relieve the Contractor from obligations to perform the work in accordance with the requirements of the Contract Documents and/or provisions. The Project Manager/Engineer and other designated persons will at all times have access to the work. All work shall ultimately be inspected for final acceptance by the Project Manager/Engineer within a reasonable time upon receipt of notice from the Contractor that work is complete and ready for final inspection.

During construction, the work will be inspected and observed by the Project Manager/Engineer or his designated representative. All work that is deficient or does not meet specifications shall be removed and replaced with proper material at Contractor's expense.

D. WARRANTY. Contractor warrants that all materials and supplies used in the construction of the Project shall be new, except as otherwise agreed to in writing by the City's Representative. All materials, equipment, parts and labor and any necessary corrections to the Project shall be guaranteed for a period of at least one (1) year following the date of substantial completion of the Project under the terms of the performance bond or as provided in the project specifications and construction documents, whichever is longer.

E. ADOPTED CODES. All work shall be completed at a minimum in accordance with all building, electric and energy codes adopted by Park City.

SECTION 2. PERFORMANCE AND PAYMENT BONDS. Contractor shall furnish to the City payment and performance bonds satisfactory to the City guaranteeing Contractor's payment and performance, in the amount, for each separately, of one hundred percent (100%) of the Contract amount.

SECTION 3. INSURANCE. Unless otherwise specified in the bid documents, the Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors.

The Contractor shall provide Park City Municipal Corporation a Certificate of Insurance evidencing:

A. General Liability insurance written on an occurrence basis with limits no less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; explosion, collapse and underground (XCU) if specifically requested; and employer's practices.

The Contractor shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

B. Automobile Liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) each accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.

- C.** Workers Compensation and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and Employer's Liability Insurance limits of at least One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) for bodily injury by accident, and One Million Dollars (\$1,000,000) each employee for injury by disease.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Park City Municipal Corporation for all work performed by the Contractor, its employees, agents and subcontractors.

- D.** Builder's Risk Insurance (Course of Construction) (at City's discretion)

Before starting the Work, Contractor shall obtain and maintain in force, at its own expense, Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. Such coverage shall name Park City Municipal Corporation as an additional insured.

- E.** The general liability and auto liability insurance policies are to contain, or be endorsed to contain, the following provisions:

Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations and completed operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor.

- F.** Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.

- G.** The Contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- H.** For any claims related to this Construction Agreement, the Contractor's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS. City shall pay Contractor a total sum not to exceed (**amount, in words**) (**\$ numerically**) (“Contract Amount”) for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary to complete this Project, including any additive alternates listed within the scope of work described in Section 1.

SECTION 5. PERMITS AND FEES. As set out in Section 4 above, the Contract Amount includes the price of all normally applicable fees and permits. The City may, at its discretion, arrange for the waiver of certain fees, permits and expenses.

SECTION 6. TERMS OF PAYMENT. The City shall pay for services provided hereunder according to and in an aggregate amount not to exceed the Contract Amount or as detailed in an attached payment schedule (if attached, will be **Attachment A**) and only upon Contractor's request on forms approved by and submitted to the Project Manager. The City shall make payment within thirty (30) days thereafter. Requests for a more rapid payment may be considered if a discount is offered for early payment. At no time shall the aggregate amount of money paid to the Contractor in proportion to the Contract Amount be greater than the proportion of the work performed at that point to the total Project work. No payment shall be made for any service rendered by the Contractor except for services set forth and identified in this Agreement. The City reserves the right to withhold payment in whole or part from the Contractor for non-compliance with the provisions of the Contract Documents.

A. RETAINAGE. The City may, in its sole discretion (1) retain five percent (5%) of the value of all work done and materials or equipment supplied as part security for the fulfillment of the Agreement by the Contractor; or (2) retain the final payment of up to five percent (5%) of the total Project amount. As work nears completion and solely at the City's discretion, the City may reduce the retainage to an amount more in line with the work remaining. The City reserves the right to retain all amounts previously withheld or due, including any liquidated damages, until all services specified herein are complete. Any money withheld pursuant to this section shall be placed in an interest bearing account and the interest shall also be payable to the Contractor upon final payment.

Before final payment is made, the Contractor must submit evidence satisfactory to the City that all payrolls, material bills, subcontracts and all outstanding indebtedness in connection with the Project have been paid for.

The City may withhold a reasonable amount of the payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who

supplied work or materials to the Project plus ten percent (10%) of such indebtedness as the City's cost of administering such claims until Contractor supplies a release satisfactory to the City, signed by all persons who have supplied labor or materials to the Project or, at the City's option if no claim is made, until one hundred five (105) days after the date on which any person performed the last of the labor or supplied the last of the material for the Project and upon written request from the Contractor.

The Contractor shall supply to the Project Manager/Engineer within a reasonable time after his/her request a signed statement verifying all the suppliers, subcontractors, and other persons who have supplied labor or materials to the Project.

B. FINAL PAYMENT. Acceptance by the Contractor of the final payment from the City shall release the City of all claims, demands and liability of the Contractor, its officers, agents, employees and subcontractors, whether communicated or not by the Contractor, except with respect to those matters referred to in writing delivered to the Contractor and approved in a signed writing by the Project Manager.

SECTION 7. COMPLETION TIME. The work on this Project shall commence within ten (10) days of receipt of the Notice to Proceed and shall be completed by **October 31, 2026**. Work stoppage due to inclement weather conditions and other factors must be approved in writing by the Project Manager. Inclement weather shall not otherwise constitute cause for delay. Unless otherwise agreed by the City by change order, no damages shall become due to Contractor for City caused delay. A change order for delay will generally be accepted for delay so excessive and unreasonable that it is beyond the scope of the Contract or delay attributed to direct, active or willful interference by the City. The change order must be based upon actual damages sustained by the Contractor which are directly attributed to the delay.

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City **One Hundred Dollars (\$100.00)**, _____ (**Contractor Initials**) which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

SECTION 8. ADDITIONAL WORK/CHANGE ORDERS. The City may enlarge or reduce the work to be performed by Contractor hereunder by written notification to Contractor, including changes to the plans and specifications. The City shall pay Contractor for any additional work so requested, and shall reduce the payment to the Contractor for any

reduction in labor, materials, overhead and profit margin resulting from the reduction in the work. Except as the City shall so notify the Contractor in writing, it is understood and agreed by the parties hereto that no money will be paid to the Contractor for any new or additional labor or materials furnished unless a written modification is agreed to in a document signed by both parties.

The value of any work covered by a change order or of any claim for increase or decrease in the Contract price shall be determined by one (1) or more of the following methods in order of precedence listed below:

- A. An agreed lump sum; or in the event the parties cannot agree; then
- B. The unit rate for the work bid by the Contractor, if applicable, or in the event there was no such rate bid; then
- C. The actual cost for: (1) labor; (2) materials; (3) supplies; (4) equipment; (5) direct overhead (not to exceed 5% of the sum total of items 1-4, unless approved by the City); and (6) other services necessary and approved by the City to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional ten percent (10%) of the actual cost of the work, not including direct overhead or bond costs, to cover the cost of general overhead and profit. The Contractor may also charge the City for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. The City specifically reserves the right to request documentation, including, but not limited to, payroll stubs, bond bills, and invoices, to validate the Contractor's calculations.

SECTION 9. DISPUTES. Except as otherwise provided in this Agreement, any disputes concerning a question of fact arising under this Agreement which are not disposed of by agreement shall be decided by the City. The decision of the City shall be final and conclusive unless, within thirty (30) days from the date of receipt of such decision, the Contractor shall mail or otherwise furnish the City a written signed appeal addressed to the Project Manager/Engineer. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the Contract and in accordance with the City's decision. The decision of the City shall be final and conclusive, but shall not be arbitrary or unreasonable. Although this Contract has been drafted by the City, the Contractor expressly agrees that any ambiguity herein shall be resolved in favor of the City.

SECTION 10. DEFAULT, REMEDY AND TERMINATION. The City may terminate this Agreement upon the occurrence of one or more of the following events:

- A.** If Contractor or any subcontractor should substantially violate any of the provisions of this Agreement;
- B.** If Contractor substantially fails to perform any part of this Agreement;
- C.** If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of seventy two (72) hours;
- D.** If Contractor (1) shall become insolvent in a bankruptcy case; (2) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (3) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian (as that term is defined in 11 U.S.C. §101(11)), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of ninety (90) days; (4) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (5) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (6) shall be dissolved; (7) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of ninety (90) days; (8) shall voluntarily suspend substantially all of its business operations; (9) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (10) shall take action for the purpose of any of the foregoing.

After serving ten (10) days written notice on the Contractor and its surety of its intention to terminate the services of Contractor, and if within ten (10) days after serving such notice, the violation is not corrected to City's reasonable satisfaction, the City then may take over the work and prosecute it to completion by contract or by any other method it may deem advisable at the expense of the Contractor. The Contractor and the bonding company shall be liable to the City for any reasonable cost occasioned by the City in excess of the amount agreed to for the service herein.

The Contractor shall be entitled to a hearing before a City hearing officer upon the issue of termination if it submits a written request therefore within seven (7) days of the service of

the notice of the City's intent to terminate. The Contractor shall be entitled to be heard at such hearing on the issue of termination. The Contractor shall not bring an action against the City, its officers, agents or employees arising out of or relating to the termination of this Agreement before the decision is issued by the City's hearing officer(s).

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement, unless stated to be such in writing, signed by the City's authorized representative.

The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this section.

The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 11. HOLD HARMLESS INDEMNIFICATION. The Contractor clearly and unequivocally agrees to indemnify and to hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or others; and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Contractor expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Utah Code Section 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

SECTION 12. CONTROLLING LAW AND ATTORNEY FEES AND COSTS. These general conditions shall be construed in accordance with and enforced under the laws of the State of Utah. Any action of law, suit in equity, or judicial proceeding for the enforcement of the Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah. If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition

to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in connection with that action or proceeding.

SECTION 13. ASSIGNMENT. The Contractor shall not assign nor transfer any interest in this Agreement without the prior written consent of the City, provided however, that claims for compensation due or to become due the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment shall be promptly furnished to City.

SECTION 14. SAFETY AND TRAFFIC CONTROL. Contractor shall take all reasonable precautions to protect the safety of pedestrians, school children, motorists, and others who may use or come near to the Project site, including, but not limited to, compliance with the Manual of Uniform Traffic Control Devices.

SECTION 15. SAFETY AND PROTECTION OF THE WORK. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project work. Contractor shall provide reasonable protection to prevent damage, injury or loss to employees on the Project work and all other persons who may be affected thereby, materials and equipment, whether on or off the site, and other property at the work site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. In addition, the Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by the existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, setting safety regulations, and notifying owners and user of adjacent utilities.

The Contractor shall promptly remedy all damage or loss to any property referred to in this section caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except for acts or omissions by the City or anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable, and not attributable to the fault or negligence of the Contractor. Contractor shall remove from the site all cuttings, debris, equipment and unused material.

SECTION 16. UNENFORCEABLE CONTRACT, WAIVERS. In the event that any provision of this Agreement shall be ruled invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party

of any provision, term, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same provision by the other party.

SECTION 17. ENTIRE AGREEMENT. This Agreement represents the entire integrated agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written modification signed by both parties.

SECTION 18. COMMENCEMENT OF WORK. Contractor will commence work as required by the specifications within ten (10) calendar days after receiving the Notice To Proceed.

SECTION 19. UTILITIES. The right is reserved to the owners of public utilities and franchises to enter upon the street or work site for the purpose of making repairs or changes of their property that may become necessary by the work. The City shall also have the privilege of entering upon the street or work site for the purpose of repairing culverts, storm drains, water system repairs or adjustments, and any and all other necessary City work.

The Contractor takes the whole risk, responsibility and expense with respect to the location of utilities, and in working with utility owners about locating, moving, repairing, and modifying utilities. All utility locations shown on the plans and specifications are approximate and are marked on the plans, if at all, only for convenience. The City makes no representation about the location of any such utilities, and Contractor is encouraged to contact utility companies and owners about the location of all utilities that may be impacted by or impact the Project work.

SECTION 20. HOURS AND DAYS OF WORK. All work performed by the Contractor, its subcontractors, materialmen, agents and employees shall be performed during work hours of 7:00 a.m. to 9:00 p.m. Monday through Saturday unless otherwise specified in a Conditional Use Permit or Construction Mitigation Plan. In individual Construction Mitigation Plans, the Building Official may further reduce the hours or days of work for special events or as other circumstances may reasonably warrant. When work is prohibited, no exterior construction, excavation or delivery of supplies and concrete are allowed. Interior work, however, may be allowed Monday through Sunday, with no limitation on hours for the following types of construction:

- A.** Interior work on individual single-family home construction or addition projects not involving materials or supply deliveries.
- B.** Construction of decks, patios, landscape walls less than four feet (4') in height, and fences on individual single-family lots.

- C. Non-mechanized exterior painting on individual single-family residences.
- D. Non-mechanized landscaping on individual single-family residences.
- E. Survey work not involving grading or use of power equipment to cut vegetation.

Extended Hours Special Permit. The Building Official may authorize extended hours for construction operations or procedures which, by their nature, require continuous operation, or modify or waive the hours of work on projects in generally isolated areas where the extended hours do not impact upon adjoining property occupants. In such cases, the Building Official shall issue a special permit identifying the extended hours. Contractor shall display the special permit on site.

Special Event Regulations. The Building Official and/or Police Chief may, at their discretion, restrict construction activity, including governmental or special improvement agencies, in order to assure the public safety during special events within the City. Special events shall include, but not be limited to, the Art Festival, Film Festival, ski events, and holiday events.

SECTION 21. CONSTRUCTION PLANS. Contractor shall submit a Construction Mitigation Plan to be approved by the City Engineer or his/her designee, for all building permits. The Community Development Department may waive this requirement for minor remodels, additions and interior construction where the impact on adjacent property is minimal. This plan shall be written and shall address, to the satisfaction of the City Engineer or his/her designee:

A. Hours and Days of Operation. The Construction Mitigation Plan shall specify the daily construction start and finish times. Construction activity occurring outside of the times specified in Section 11-14-6 of the Park City Municipal Code may only be allowed by special permit issued by the Building Official or the City Engineer.

B. Parking. The Construction Mitigation Plan shall include a parking plan. Construction vehicle parking may be restricted at construction sites so as to not block reasonable public and safety vehicle access along streets and sidewalks. Construction parking in paid or permit only parking areas require the Public Works Department to review and approve a parking plan. The plan shall also include anticipated temporary parking, e.g., delivery vehicles, and large equipment parking.

C. Deliveries. The Construction Mitigation Plan shall identify proposed delivery locations and routes. Deliveries of construction materials and supplies including concrete may be regulated as to time and routing if such deliveries will cause

unreasonable noise, parking, or access issues. In order to reduce the number of delivery trips to construction sites, the stockpiling of materials on or near the site may be required. In the case of multiple construction sites in close proximity, a common materials storage and staging site may be required.

D. Construction Phasing. Due to the narrow streets, small lot configuration, topography, traffic circulation, weather, construction parking and material staging problems, projects in the Historic District and other areas of the City may be required to be phased if more than one project is under construction in close enough proximity to create public safety or nuisance problems. In cases where phasing is deemed necessary by the City Engineer or his/her designee, the first project to receive a building permit shall have priority, however, the Building Official shall have the authority to phase projects as necessary to assure efficient, timely and safe construction.

E. Trash Management and Recycling. Construction sites shall provide adequate storage and a program for trash removal.

F. Control of Dust and Mud on Streets. A program for the control of dust or other airborne debris shall be required. Provision must be made to eliminate the tracking of mud on streets and a program shall be required to remove any such mud daily.

G. Noise. Construction activity shall not exceed the noise standards as specified in Section 6-3-9 of the Park City Municipal Code.

H. Grading and Excavation. Because of the truck hauling involved in grading and excavation, restrictions on trucking routes as well as the hours of operation may be necessary to mitigate the adverse impacts from such operations. Destination and total cubic yards of excavated material shall be noted.

I. Construction Sign Requirements. A sign indicating the name of the party responsible for the Project shall be posted in a location where such sign is readable from the street or driveway to the construction site. The sign shall not exceed twelve (12) square feet in size, six (6') feet in height and shall not exceed a letter type of four inches (4"). Information on the sign shall include, at a minimum:

1. Name, address and phone number of Contractor;
2. Name, address, and phone number of person responsible for the project; and
3. Phone number of party to call in case of emergency.

No additional fee is required for this sign.

SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.

A. The Contractor shall obtain and maintain on the site a container of suitable size and design to hold and confine trash, scraps, and other construction related refuse created or accumulated on the site. All such construction refuse shall be maintained in a closed container at all times, until transferred to the landfill. Containers may be placed in setback areas, provided that the placement of the container does not obstruct the view of motorists on adjoining streets and thereby create traffic hazards. Contractor shall not permit accumulated debris, litter, or trash on the construction site to blow or scatter onto adjoining properties, including the public street, or to accumulate on the site outside of the container, or in transit to the landfill or dump. The owner or Contractor shall service the container as frequently as needed to prevent trash from over-flowing.

B. The Project site shall have permanent toilets, or an approved temporary toilet facility positioned in a location approved by the Building Department, at the rate of one toilet per fifteen on-site employees (1-15 employees = one toilet, 16-30 employees= two toilets and so on).

SECTION 23. OBEY LAWS.

A. The Contractor shall obey all laws, ordinances and regulations of the United States, the State of Utah, and Park City in performing this Agreement.

B. The Contractor shall register and participate in E-Verify, or an equivalent program. The Contractor agrees to verify employment eligibility through E-Verify, or an equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code § 63G-12-302.

C. The Contractor shall comply with all applicable Federal laws and requirements and complete all applicable certifications included in Exhibit A.

SECTION 24. NONDISCRIMINATION.

Any Contractor that enters into an agreement for goods or services with Park City Municipal Corporation or any of its boards, agencies, or departments shall:

A. Implement an employment nondiscrimination policy prohibiting

discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment- related decision or benefit against a person otherwise qualified, because of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.

- B. In the performance of this Agreement, Contractor shall not discriminate on account of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.
- C. Incorporate the foregoing provisions in all subcontracts or assignments hereunder and take such actions as may be required to ensure full compliance with the provisions of this policy.

SECTION 25. THIRD PARTY RIGHTS. Nothing herein is intended to confer rights of any kind in any third party. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 26. PROJECT MANAGER/ENGINEER. The Project Manager/Engineer for this Project is Gabriel Shields or such other person designated by the City Engineer or Public Works Director to the Contractor orally or in writing.

SECTION 27. PARTIES' REPRESENTATIVES. For purposes of notice required or desired by the parties or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered or mailed certified mail, postage pre-paid, or sent by facsimile transmission, to the parties at the following addresses:

Contractor: _____, or such other person designated in writing by the Contractor's chief administrative officer, at the Contractor's address set out first above.

Park City: Project Manager/Engineer, at the address set out first above for the City, or when given to such other person as either of the above representatives shall designate in writing. The designation of any address may be changed by notice given in the same manner as provided in this section.

SECTION 28. SEVERABILITY. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. If any provision of this Agreement is held invalid or unenforceable with respect to particular circumstances, such provision shall nevertheless remain in full force and effect in all other circumstances.

SECTION 29. COUNTERPARTS. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

SECTION 30. ELECTRONIC SIGNATURES. Each party agrees that the signatures of the parties included in this Agreement, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year set out at the top of this Agreement.

PARK CITY MUNICIPAL CORPORATION, a Utah
municipal corporation

Matt Dias, City Manager

ATTEST:

City Recorder's Office

APPROVED AS TO FORM:

City Attorney's Office

CONTRACTOR NAME

Address:

Address:

City, State, Zip:

Utah Contractor License No.

Tax ID#: _____

Signature

Printed name

Title

THE CITY REQUIRES THE CONTRACTOR TO COMPLETE EITHER THE NOTARY BLOCK OR THE UNSWORN DECLARATION, WHICH ARE BELOW.

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 20__, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (*title or office*) of _____, a _____ corporation (or limited liability company), by authority of its Bylaws/Resolution of the Board of Directors (if as to a corporation) or Operating Agreement/Member Resolution (if as to a limited liability company), and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for _____, a _____ corporation (or limited liability company).

Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ____ day of _____, 20____, at _____ (insert State and County here).

Printed name _____

Signature: _____

APPENDIX C
EXHIBIT A - FEDERAL CLAUSES AND CERTIFICATIONS

**COMPLIANCE CERTIFICATION WITH FEDERAL REQUIREMENTS
FTA Clauses and Provisions for Construction**

Contained in the documents below are contract clauses and provisions required by the Federal Transit Administration (FTA) and the Utah Department of Transportation for federally funded projects for this type of procurement.

The term AGENCY in these clauses and provisions refer to the Subrecipient of the FTA funds, who is the transit agency that is administering the project.

AGENCY: Park City Municipal Corporation

The Contractor hereby certifies that it will comply with all requirements listed herein.

Contractor: _____

Name: _____ Title: _____

Signature: _____ Date: _____

ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g)

2 C.F.R. § 200.333

49 C.F.R. part 633

Applicability to Contracts

The record keeping and access requirements apply to all contracts funded in whole or in part with FTA funds. Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

Flow Down

The record keeping and access requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Clause Language

Recipients can draw on the following language for inclusion in their federally funded procurements.

Access to Records and Reports

- a. **Record Retention**. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. **Retention Period**. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. **Access to Records**. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. **Access to the Sites of Performance**. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

ADA ACCESS
49 USC 531 (d)

Applicability to Contracts

The ADA Access Requirements apply to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement

The ADA Access Requirements flow down to all third party contractors and their contracts at every tier.

Clause Language

ADA Access. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

BONDING REQUIREMENTS

>\$250,000

(including ferry vessels)

2 C.F.R. § 200.325

31 C.F.R. part 223

Applicability to Contracts

Bonds are required for all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold. FTA may accept the bonding policy and requirements of the recipient if FTA has determined that the Federal interest is adequately protected. If such a determination has not been made, the following minimum requirements apply:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Flow Down

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier that exceed the simplified acquisition threshold.

Clauses Language

Recipients can draw on the following language for inclusion in their federally funded procurements.

Bond Requirements

Bid Guarantee

Bidders shall furnish a bid guaranty in the form of a bid bond, or certified treasurer’s or cashier’s check issued by a responsible bank or trust company, made payable to the RECIPIENT. The amount of such guaranty shall be equal to \$\$\$\$ or X% of the total bid price.

In submitting this bid, it is understood and agreed by bidder that the RECIPIENT reserves the right 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 [90] days subsequent to the opening of bids, without the written consent of RECIPIENT.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [90] days after the bid opening without the written consent of the RECIPIENT, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent RECIPIENT'S damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense RECIPIENT for the damages occasioned by default, then the undersigned bidder agrees to indemnify RECIPIENT and pay over to RECIPIENT the difference between the bid guarantee and RECIPIENT'S total damages so as to make RECIPIENT whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee

A Performance Guarantee in the amount of **100%** of the Contract value is required by the Recipient to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Agreement. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the RECIPIENT within ten (10) business days from Contract execution. The RECIPIENT requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the RECIPIENT and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. RECIPIENT may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The RECIPIENT may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the RECIPIENT if:

1. A bank in good standing issues it. The RECIPIENT will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The RECIPIENT is identified as the Beneficiary.
5. It is in an amount equal to **100%** of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of this Agreement.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the RECIPIENT and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft (similar to the attached forms contained in Sections X and Y) to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds

A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Recipient as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

Sample Bond Certifications

Performance Guarantee Certification

The undersigned hereby certifies that the Bidder shall provide a Performance Guarantee in accordance with the Specifications.

Designate below which form of Performance Guarantee shall be provided:

_____ Performance
Bond

_____ Irrevocable Stand-By-Letter of
Credit

BIDDER'S
NAME: _____

AUTHORIZED
SIGNATURE: _____

TITLE: _____

—

DATE: _____

—

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that

(Insert full name and address and legal title of Contractor) as Principal, hereinafter called Contractor, and

_____ (Insert full name and address or legal title of Surety) as Surety, hereinafter called Surety, are held and firmly bound unto RECIPIENT as Obligee, hereinafter called Authority, in the amount of _ Dollars (\$) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated __, 20__ , entered into a contract with the RECIPIENT for Contract No. _____, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the RECIPIENT.

Whenever Contractor shall be, and is declared by the RECIPIENT to be in default under the Contract, the RECIPIENT having performed RECIPIENT'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the RECIPIENT elects, upon determination by the RECIPIENT and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the RECIPIENT to Contractor under the Contract and any amendments thereto, less the amount properly paid by the RECIPIENT to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators or successors of the RECIPIENT.

Signed and sealed this _____ day of _____ 20__ .

WITNESS

PRINCIPAL

_____(SEAL)

_____(Title)

WITNESS

SURETY

_____(SEAL)

_____(Title)

Attach hereto proof of authority of officers or agents to sign bond.

Irrevocable Stand-By Letter Of Credit Certificate

The undersigned states that he/she is _____ of the
(Title)

(Name of Beneficiary) (The "Beneficiary") and hereby

Certifies on behalf of the Beneficiary to _____ (the "Bank"),
with

(Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No. _____ Issued by the

Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An Event of Default has occurred under Contract No. _____
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this _____ day of _____, 20__ .

(NAME OF BENEFICIARY)

By: _____

Its: _____

Bank Draft

FOR VALUE RECEIVED

Pay on presentment to _____ the sum of
_____ Dollars (\$)
(Name of Beneficiary)

Charge the Account of _____ Irrevocably Standby Letter
of _____
(Name of Issuing Bank)

Credit No. _____ Dated: 20 _____.

To _____
(Name of Issuing Bank)

NAME OF BENEFICIARY

By _____

Its _____

BUY AMERICA REQUIREMENTS

>\$150,000

As of Feb 2011 FTA has not adopted the FAR 2.101 \$150,000 standard.

49 U.S.C. 5323(j)

49 C.F.R. part 661

Applicability to Contracts

FTA's Buy America law and regulations apply to projects that involve the purchase of more than \$150,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project. FTA cautions that its Buy America regulations are complex. Recipients can obtain detailed information on FTA's Buy America regulation at: [Buy America | FTA \(dot.gov\)](#)

Flow Down

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Clause Language

The Buy America regulation at 49 C.F.R. § 661.13 requires notification of the Buy America requirements in a recipients' bid or request for proposal for FTA funded contracts. Recipients can draw on the following language for inclusion in their federally funded procurements. Note that recipients are responsible for including the correct Buy America certification based on what they are acquiring. Recipients should not include both the rolling stock and steel, iron, or manufactured products certificates in the documents unless acquiring both in the same procurement.

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 all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate Requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The [bidder or offeror] must submit to [Recipient] the appropriate Buy America certification below with its [bid or offer]. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

Certificate of Compliance with Buy America Requirements

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

Date: _____

—

Signature: _____

—

Company:

Name: _____

—

Title: _____

—

Certificate of Non-Compliance with Buy America Requirements

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

Date: _____

Signature:

Company: _____

Name: _____

Title: _____

In accordance with 49 C.F.R. § 661.12, for the procurement of rolling stock (including traincontrol, communication, and traction power equipment) use the following certifications:

Certificate of Compliance with Buy America Rolling Stock Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 C.F.R. § 661.11.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Rolling Stock Requirements

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

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

CARGO PREFERENCE REQUIREMENTS

Involving property that may be transported by ocean vessel.

46 U.S.C. § 55305

46 C.F.R. part 381

Applicability to Contracts

The Cargo Preference Act of 1954 requirements applies to all contracts involving equipment, materials, or commodities that may be transported by ocean vessels.

Flow Down

The Cargo Preference requirements apply to all contracts involved with the transport of equipment, material, or commodities by ocean vessel.

Clause Language

The Maritime Administration (MARAD) regulations at 46 C.F.R. § 381.7 contain suggested contract clauses. Recipients can draw on the following language for inclusion in their federally funded procurements.

Cargo Preference - Use of United States-Flag Vessels

The contractor agrees:

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

CIVIL RIGHTS LAWS AND REGULATIONS

Applicability to Contracts

The following Federal Civil Rights laws and regulations apply to all contracts.

1. **Federal Equal Employment Opportunity (EEO) Requirements**. These include, but are not limited to:

a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2. **Nondiscrimination on the Basis of Sex**. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3. **Nondiscrimination on the Basis of Age**. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4. **Federal Protections for Individuals with Disabilities**. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Clause Language

Every federally funded contract must include an Equal Opportunity clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Civil Rights and Equal Opportunity

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

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

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 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.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Title VI Attachments A and E

Title VI of the Civil Rights Act of 1964 – Non – Discrimination Notice; Attachment A NON-DISCRIMINATION NOTICE

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and the Title 49, Code of Federal Regulations. The text below, in its entirety, is in all contracts entered into by the Department. All of the text except the final section, entitled “Incorporation of Provisions,” should be included in any contract entered into by any the Department contractor.

During the performance of this contract, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

A. COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

1. **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, age, disability, income status, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to

nondiscrimination on the grounds of race, color, sex, age, disability, income status, or national origin.

4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the (Name of Appropriate Administration) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the (Name of Appropriate Administration) as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract sanctions as it or the (Name of Appropriate Administration) may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as the (Recipient) or the (Name of Appropriate Administration) 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 supplier as a result of such direction, the contractor may request the (Recipient) to enter into such litigation to protect the interests of the (Recipient), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Title VI of the Civil Rights Act of 1964 – Non – Discrimination Notice; Attachment E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 460 I), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 610 et seq.), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 USC § 47 I, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CIVIL RIGHTS DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 C.F.R. part 26

Background and Applicability

The Disadvantaged Business Enterprise (DBE) program applies to FTA recipients receiving planning, capital and/or operating assistance that will award prime contracts (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a Federal fiscal year. All FTA recipients above this threshold must submit a DBE program and overall triennial goal for DBE participation. The overall goal reflects the anticipated amount of DBE participation on DOT-assisted contracts. As part of its DBE program, FTA recipients must require that each transit vehicle manufacturer (TVM), as a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, certify that it has complied with the requirements of 49 C.F.R. § 26.49. Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved at the time of solicitation, are eligible to bid.

FTA recipients must meet the maximum feasible portion of their overall goal using race-neutral methods. Where appropriate, however, recipients are responsible for establishing DBE contract goals on individual DOT-assisted contracts. FTA recipients may use contract goals only on those DOT-assisted contracts that have subcontracting responsibilities. See 49 C.F.R. § 26.51(e). Furthermore, while FTA recipients are not required to set a contract goal on every DOT-assisted contract, they are responsible for achieving their overall program goals by administering their DBE program in good faith.

FTA recipients and third party contractors can obtain information about the DBE program at the following website locations:

[Federal Transit Administration website Disadvantaged Business Enterprise page click here](#)

[Department of Transportation website Disadvantaged Business Enterprise Program click here](#)

Flow Down

The DBE contracting requirements flow down to all third party contractors and their contracts at every tier. It is the recipient's and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, FTA would look to the recipient to make sure it intervenes to monitor compliance. The onus for compliance is on the recipient.

Clause Language

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

As an additional resource, recipients can draw on the following language for inclusion in their federally funded procurements.

Overview

It is the policy of the AGENCY and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the AGENCY to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and

7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The AGENCY shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the AGENCY may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the AGENCY.

Contract Assurance

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the AGENCY deems appropriate.

DBE Participation

For the purpose of this Contract, the AGENCY will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the [certifying agency or the Unified Certification Program (UCP)]; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the AGENCY.

DBE Participation Goal

The DBE participation goal for this Contract is set at 0%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than 0% of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed DBE Utilization Form (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the

performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the AGENCY.

3. An original DBE Letter of Intent (see below) from each DBE listed in the DBE Participation Schedule.
4. An original DBE Affidavit (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.
5. A signed DBE commitment Letter within 72 hours.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the AGENCY will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the AGENCY will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the AGENCY's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the AGENCY generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made

good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the AGENCY that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the AGENCY's [Contact Name]. The [Contact Name] will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The AGENCY will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule (see below) without the AGENCY's prior written consent. The AGENCY may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the AGENCY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

The AGENCY shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to the AGENCY that summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the [Agency Name1] and [Agency Name2]. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- The AGENCY to have access to necessary records to examine information as the AGENCY deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
- The authorized representative(s) of the AGENCY, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- All data/record(s) pertaining to DBE shall be maintained as stated in Section [insert reference to record keeping requirements for the Project.]

Sanctions for Violations

If at any time the AGENCY has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the AGENCY may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

_____ The Bidder/Offer is committed to a minimum of _____ % DBE utilization on this contract.

_____ The Bidder/Offeror (if unable to meet the DBE goal of _____ %) is committed to a minimum of _____ % DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm

DBE Goals Required by UDOT

Race Conscious Goal

At the time of bid, DBE participation is considered race-conscious on projects that are assigned a Goal for Bid Evaluation. The DBE commitment becomes a contract specification upon award. The Bidder must submit with its Bid Proposal a DBE Commitment that indicates:

- Name of DBE firm
- Work items to be performed
- Total dollar amount of commitment

If the DBE commitment does not meet or exceed the assigned goal, the Bidder must submit with the Bid Proposal documentation of good faith efforts.

Race Conscious is the committed dollar amount at the time of bid focused specifically on assisting only DBEs. UDOT Civil Rights must establish contract goals to meet the race conscious portion of its overall DBE goal. To ensure that the DBE program continues to be narrowly tailored to overcome the effects of discrimination, UDOT Civil Rights may adjust the use of contract goals as follows:

- If during the course of any year it is determined the overall goal will be exceeded, UDOT Civil Rights will reduce or eliminate the use of contract goals to the extent necessary to ensure the use of contract goals does not result in exceeding the overall goal.
- If it is determined that UDOT Civil Rights will fall short of its overall goal, then appropriate modifications in the use of race neutral and/or race conscious measures will be made to allow UDOT Civil Rights to meet the overall goal.

Race Neutral Goal

At the time of bid, DBE participation is considered race-neutral on projects that are NOT assigned a Goal (0%) for Bid Evaluation. In this instance, the DBE participation does not become a contract specification upon award. The Bidder must take equal opportunity action to allow DBEs to compete for and perform on subcontracts. Only work classifications that the Bidder will subcontract need to be considered in evaluating equal opportunity action in the bid preparation.

Race Neutral is the dollar amount that exceeds the committed amount at the time of bid and is, or can be, used to assist all small businesses. UDOT Civil Rights must meet the maximum feasible portion of its overall DBE goal by using race-neutral means of facilitating DBE participation. Race neutral DBE participation includes:

- Awarding a subcontract on a prime contract that does not carry a DBE goal,
- Awarding a subcontract on a prime contract in which the DBE was not considered in making the award even if there is a DBE goal.
- For the purposes of this part, race neutral includes gender neutrality.

Goal for Contract Performance

The Bidder's DBE Commitment becomes an attachment to the Bid Proposal and is a condition of award, and thereby becomes a contract specification.

The committed dollar amount meeting the project goal for bid evaluation will be considered race conscious participation. Any dollar amounts in excess of the project goal for bid evaluation will be considered race neutral participation.

Goal for Final Compliance

Percentages for final compliance will be based on actual payments to DBEs. Overruns and under-runs on individual contract items may require adjustments to the predetermined DBE percentage for a project if those items were not related to DBE performance. "The predetermined percentage for a project" refers to the percentage of the Contractor's DBE Commitment that becomes a contract specification upon award.

The Continued Compliance states that the AGENCY will "monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to the AGENCY that summarize the total DBE value for this Contract." This is specifically for procurement projects. The requirement for construction projects would be:

- The Subrecipient will monitor the Contractor's DBE compliance during the life of the Contract. It is the responsibility of the Contractor to submit regular reports to the Subrecipient that summarize the total DBE value for this Contract. The frequency and content of these reports will be designated by the Subrecipient.

Determination of DBE Contractor's Eligibility by UUCP

Any Contractor may apply to the UUCP for status as a DBE. Applications will be made on forms provided by the UUCP entitled "UNIFORM CERTIFICATION APPLICATION" or "Information for Determining DBE Joint Venture Eligibility," Form No. R-817. Application need not be made in connection with a particular bid. Only work contracted to certified DBE prime contractors or subcontractors to firms that have applied for and have been granted status as a DBE by the UUCP will be considered toward contract goals as established in Subsection A.

It will be the Contractor's responsibility to submit a DBE application so that the UUCP has time to review it. The UUCP will review applications in a timely manner, but is not committed to approve DBE status within any given period of time. The UUCP must have ample lead time to review, evaluate, and verify information provided with an application.

UDOT will maintain a UUCP Unified DBE Directory of DBE Contractors, vendors, service providers, and suppliers that is updated as changes occur for the purpose of providing a reference source to assist any bidder in meeting the requirements of this bid condition. Bidders must use the most current DBE information available on the website when submitting bids. A current UUCP DBE directory representing certified DBE Contractors is available on the Internet at (click on this link): <https://www.udot.utah.gov/connect/business/civil-rights/>

In meeting the requirements of this bid condition, bidders are in no way limited to the DBE Directory referred to above in seeking out and negotiating with the DBE Contractors and determining which items of work will be subcontracted to DBE Contractors. Bidders will exercise their own judgments in selecting any subcontractor to perform any portion of the work. DBE credit will not be allowed toward race-conscious goals for a firm or joint venture that has not been DBE certified by the UUCP.

Bidding Requirements

A DBE prime contractor's performance does not count toward fulfilling the DBE goal. A prime bidder who is a DBE contractor will meet the DBE goal by using other DBE subcontractors or by using good faith efforts.

DBE Bid Assurance

1. Race Conscious Goal
 - a. Race conscious measure or program is focused specifically on assisting only DBEs. This goal is the amount the prime must commit to DBEs at the time of bid or a good faith effort must be documented.

DBE Race Conscious Commitment

1. For a bid to be considered responsive, Bidders will submit the following information regarding DBE compliance.
2. Submit a DBE Commitment of work that will be subcontracted to certified DBE firm(s) as listed in the UUCP's Directory or DBE firms that have been approved by the UUCP prior to bid opening.
 - a. The names of DBE firms that will participate in the contract;
 - b. A specific description of the work each named DBE firm will perform (list specific bid items). Listed bid items will be considered committed in their entirety unless Bidders designate otherwise in their DBE Commitment.
 - i. If mobilization is a bid item partially committed to a DBE, indicate the dollar amount of the DBE mobilization.
 - ii. If a partial quantity is committed to a DBE, indicate the quantity committed to the DBE.
 - iii. If a partial performance of an item is committed to a DBE, explain what part of the item the DBE will perform;
 - c. The dollar amount of participation by each named DBE firm;
 - d. If the contract goal is not met, evidence of good faith efforts is required at the time of bid.
3. The DBE Commitment is to be included in the prepared bid, and said information will be kept confidential and will be reviewed to determine the apparent low bidder has either met the DBE Contract Goal or has documented acceptable Good Faith Efforts.

DBE Race Neutral Participation

1. Race Neutral DBE participation includes anytime a DBE;
 - a. wins a Prime Contract through customary bidding procedures,

- b. is awarded a subcontract on a prime contract that does not carry a DBE goal (0% goal),
- c. wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low bid system to award subcontracts).

DBE Written Confirmation

1. Low Bidder will submit to the Civil Rights Office within three (3) work days after the bid opening written confirmation from each DBE participating in the contract as provided in the Prime Contractor's DBE Commitment. The written confirmation will include the following information:
 - a. A description of the work to be performed (list specific bid items). Listed bid items will be considered committed in their entirety unless Contractors designate otherwise in their DBE commitment.
 - i. If mobilization is a bid item that is partially committed, confirm the dollar amount of the mobilization to be performed.
 - ii. If a partial quantity is committed, confirm the quantity to be performed.
 - iii. If a partial performance of an item is committed, confirm what part of the item will be performed.
 - iv. Unit bid prices for each bid item committed to a DBE.
 - v. Total dollar amounts (mathematical extensions) for each bid item committed to a DBE
 - b. The dollar amount of participation by each named DBE firm.

Counting DBE Participation Toward Goals for Performance

Subcontracts to DBEs that exceed the Goal for Bid Evaluation will be considered in part as race conscious participation and in part as race neutral participation. Any dollar amounts in excess of the Goal for Bid Evaluation will be considered as race neutral participation.

It is intended that the Contractor will utilize the subcontractors designated in the DBE Commitment in the performance of the contract. Any changes in the Contractor's DBE Commitment, such as substitution of a DBE subcontractor, substitution of contract items, or decrease in total dollar amount must be approved by the UDOT Civil Rights and must be covered by a Change Order. Unauthorized substitutions or eliminations may result in the imposition of sanctions. Failure to meet the Goal for Performance established at the time of award by the Contractor's DBE Commitment, without adequate justification, including concurrence of the subrecipient and Civil Rights Office, will result in the imposition of sanctions.

1. The subrecipient will recognize and grant DBE credit for work performed by DBE contractors ONLY in the types of work for which DBE certification has been granted by the UUCP prior to bid opening. It is necessary all Bidders refer to the UUCP DBE Directory for direction and guidance.
2. Contractors may count only the value of the work actually performed by the DBE toward the DBE goals.

- a. Work performed by the DBE's own forces using "regular employees" and "regular equipment."
 - b. The cost of supplies and materials obtained and purchased by the DBE and equipment leased for the work of the contract.
 - c. Work that a DBE subcontracts to a lower tier DBE firm.
3. Contractors may not count toward the DBE goals:
- a. Supplies and material purchased and equipment leased by the DBE from the prime Contractor or its affiliates or another subcontractor on the project.
 - b. Work that a DBE subcontracts to a lower tier non-DBE firm.
4. Contractors may count toward their goals only expenditures to a DBE that performs a commercially useful function in the work of the contract.
- a. A DBE performs a "commercially useful function" when it is responsible for the execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.
 - b. The subrecipient will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
 - c. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the subrecipient must examine similar transactions, particularly those in which DBEs do not participate.
 - d. A DBE does not perform a commercially useful function if it does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
5. The subrecipient will use the following factors in determining whether a DBE trucking company is performing a commercially useful function:
- a. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - b. The DBE must be responsible for the management and supervision of the entire trucking arrangement for the purpose of meeting DBE goals.
 - c. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - d. The DBE may lease trucks from another DBE firm, including an owner operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

- e. The DBE may also lease trucks from a non-DBE firm, including from an owner operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of the transportation services provided by non-DBE lessees as long as the DBE provides the employees for the leased trucks.
 - f. A lease must indicate the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
6. Contractors may count expenditures with DBEs for materials or supplies as provided in the following:
- a. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies counts toward DBE goals.
 - b. For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
 - c. If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies counts toward DBE goals.
 - d. For purposes of this paragraph, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
 - i. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - ii. A firm may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating or maintaining a place of business if the firm both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment will be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
 - iii. Packagers, brokers, manufacturers' representatives, or other persons or firms who arrange, or expedite transactions are not regular dealers.
 - iv. A DBE trucking company that picks up a product from a manufacturer or regular dealer and delivers the product to the Contractor performs a delivery service. Credit will not be given based on a percentage of the cost of the product; credit will be allowed only for the cost of the transportation service.
7. If the materials or supplies are purchased from a service provider, the fees or commission charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies, count toward the DBE goals.

- a. A Service Provider is a business that is neither a manufacturer nor a regular dealer but simply transfers title of a product from manufacturer to ultimate purchaser or a firm that puts a product into a container for delivery. A service provider charges a fee or a commission for assistance in the procurement of the materials and supplies, or fees or transportation for the delivery of materials or supplies required on a job site.
 - i. Only the fees, commissions, or transportation performed by the DBE service provider count toward the DBE goals. The subrecipient must determine the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.
 - ii. No portion of the cost of the materials and supplies count toward the DBE goals. Documentary evidence of the supply agreements, i.e., sales contract, purchase order, etc., will be submitted to the subrecipient prior to work beginning. The agreement will set forth the estimated quantities, unit prices, total dollar amounts, material guarantees, delivery, and payment requirements including the requirements listed part E, 4, e, of this DBE Special Provision.
- 8. When a DBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the Contractor must make good faith efforts to find another DBE subcontractor to substitute for the original DBE. Direct these good faith efforts at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the project. Document the good faith efforts. If the subrecipient requests documentation under this provision, submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and the subrecipient will provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.
 - a. Failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section you deem appropriate if the prime contractor fails to comply with the requirements of this section.

Americans with Disabilities Act of 1990

To provide additional information about ADA to that of the Civil Rights Laws and Regulations clause in the FTA Best Practices Manual, Appendix A, see the link below to the FTA C 4710.1 Circular.

https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Final_FTA_ADA_Circular_C_4710.1.pdf

CIVIL RIGHTS EMPLOYEE PROTECTIONS

>\$2,000

49 U.S.C. § 5333(a)
40 U.S.C. §§ 3141 – 3148
29 C.F.R. part 5
18 U.S.C. § 874
29 C.F.R. part 3
40 U.S.C. §§3701-3708
29 C.F.R. part 1926

Applicability to Contracts

Certain employee protections apply to all FTA funded contracts with particular emphasis on construction related projects. The recipient will ensure that each third party contractor complies with all federal laws, regulations, and requirements, including:

1. Prevailing Wage Requirements

- a. Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act"); (> \$2,000)
- b. The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147; and
- c. U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

2. "Anti-Kickback" Prohibitions (> \$2,000)

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

3. Contract Work Hours and Safety Standards

- a. Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701-3708; (> \$100,000) and supplemented by Department of Labor (DOL) regulations, 29 C.F.R. part 5; and
- b. U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. part 1926.

Flow Down

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

Clause Language

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

Prevailing Wage and Anti-Kickback

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

Contract Work Hours and Safety Standards

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

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

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

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or 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 this section.

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

Contract Work Hours and Safety Standards for Awards Not Involving Construction

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for

inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

CIVIL RIGHTS PROMPT PAYMENT

All non TVM purchases if threshold for DBE program met

Prompt payment for the work accomplished is an integral part of the concept of a commercially useful function but is a requirement on all FTA projects for DBE and non-DBE companies.

- Prompt payment means that the prime contractor is to pay each subcontractor, and each subcontractor is to pay any lower tier subcontractor, within 30 days of being paid by the Subrecipient.
- Prompt payment entries are to be entered for each subcontractor in the method approved so that it can be monitored and verified for compliance.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

>\$150,000

42 U.S.C. §§ 7401 – 7671q

33 U.S.C. §§ 1251-1387

2 C.F.R. part 200, Appendix II (G)

Applicability to Contracts

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000. Each contract and subcontract must contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251– 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Flow Down

The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Clause Language

Recipients can draw on the following language for inclusion in their federally funded procurements.

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

DISPUTES, BREACHES, DEFAULTS, AND LITIGATION

(a) FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

(b) Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal 95 Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) 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.

(3) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

(c) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient

may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.

(d) Enforcement. The Recipient must pursue its legal rights and remedies available under any third party agreement or any federal, state, or local law or regulation.

ENERGY CONSERVATION

42 U.S.C. 6321 et seq.
49 C.F.R. part 622, subpart C

Applicability to Contracts

The Energy Policy and Conservation requirements are applicable to all contracts. The Recipient agrees to, and assures that its subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

Flow Down

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Clause Language

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. Recipients can draw on the following language for inclusion in their federally funded procurements.

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.

FEDERAL CHANGES

2 CFR Part 1201

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Applicability to Micro-Purchases Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Clause Language: The following language has been developed by FTA.

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 Master Agreement 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.

FLY AMERICA

Foreign transportation or travel of people or goods by air

49 U.S.C. § 40118

41 C.F.R. part 301-10

48 C.F.R. part 47.4

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier

is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the U.S. DOT has determined meets the requirements of the Fly America Act.

Flow Down Requirements

The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Clause Language

A sample clause is provided for Federal contracts at 48 C.F.R. 52.247-63. Recipients can draw on the following language for inclusion in their federally funded procurements.

FTA proposes the following language, modified from the Federal clause.

Fly America Requirements

- 1) Definitions. As used in this clause--
 - “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
 - “United States” means the 50 States, the District of Columbia, and outlying areas.
 - “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- 2) b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S.

Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

- 3) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- 4) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

(End of statement)

5) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

(End of Clause)

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

>\$25,000

2 C.F.R. part 180

2 C.F.R. part 1200

2 C.F.R. § 200.213

2 C.F.R. part 200 Appendix II (I)

Executive Order 12549

Executive Order 12689

Background and Applicability

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Flow Down

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

Clause Language

Recipients can draw on the following language for inclusion in their federally funded procurements.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the

Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases:

Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement

The incorporation of FTA terms has unlimited flow down.

Clause Language

FTA has developed the following incorporation of terms language: Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) to be in violation of the FTA terms and conditions.

LOBBYING RESTRICTIONS

>\$100,000

31 U.S.C. § 1352

2 C.F.R. § 200.450

2 C.F.R. part 200 appendix II (J)

49 C.F.R. part 20

Applicability to Contracts

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Flow Down

The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

Clause Language

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in FTA funded third party contracts as follows:

Lobbying Restrictions

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB

4040-0013

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------

4. Name and Address of Reporting Entity:
 Prime SubAwardee

* Name

* Street 1 Street 2

* City State Zip

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: <input type="text"/>	7. * Federal Program Name/Description: <input type="text"/> CFDA Number, if applicable: <input type="text"/>
----------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------

8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>
--------------------------------------------------------------------	--------------------------------------------------------------

10. a. Name and Address of Lobbying Registrant:

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1 Street 2

* City State Zip

b. Individual Performing Services (including address if different from No. 10a)

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1 Street 2

* City State Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* Signature:

* Name: Prefix * First Name Middle Name
* Last Name Suffix

Title: Telephone No.: Date:

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

The No Obligation clause applies to all third party contracts that are federally funded.

Flow Down

The No Obligation clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Clause Language

Recipients can draw on the following language for inclusion in their federally funded procurements.

No Federal Government Obligation to Third Parties.

The Recipient 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 Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PRIVACY ACT
Contracts with personal identifier files
5 U.S.C. 552

Applicability to Contracts

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Clause Language

The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

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

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1)
31 U.S.C. §§ 3801-3812
18 U.S.C. § 1001
49 C.F.R. part 31

Applicability to Contracts

The Program Fraud clause applies to all third party contracts that are federally funded.

Flow Down

The Program Fraud clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Clause Language

Recipients can draw on the following language for inclusion in their federally funded procurements.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 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.

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) on the Contractor, to the extent the Federal Government deems appropriate.

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.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
SERVICES OR EQUIPMENT**

CFR Title 2, Subtitle A, Chapter II, Part 200, Subpart C, § 200.216.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

RECYCLED PRODUCTS

Contract for items designated by EPA, when procuring \$10,000 or more per year

42 U.S.C. § 6962

40 C.F.R. part 247

2 C.F.R. part § 200.322

Applicability to Contracts

The Resource Conservation and Recovery Act, as amended, (42 U.S.C. § 6962 et seq.), requires States and local governmental authorities to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. Recipients are required to procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

Flow Down

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier where the value of an EPA designated item exceeds \$10,000.

Clause Language

Recipients can draw on the following language for inclusion in their federally funded procurements.

Recovered Materials

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

SAFE OPERATION OF MOTOR VEHICLES

(a) Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

- (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and 91
- (2) Including a "Seat Belt Use" provision in each third party agreement related to the Award.

(b) Distracted Driving, Including Text Messaging While Driving. The Recipient 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 Recipient 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 Recipient 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 Recipient 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 Recipient agrees to include the preceding Special Provision of section 34(b)(3)(i) – (ii) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

SEISMIC SAFETY

New Buildings & additions.

42 U.S.C. 7701 et seq.

49 C.F.R. part 41

Executive Order (E.O.) 12699

Applicability to Contracts

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Flow Down

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Clauses Language

Recipients can draw on the following language for inclusion in their federally funded procurements.

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 (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

TERMINATION
>\$10,000

2 C.F.R. § 200.339
2 C.F.R. part 200, Appendix II (B)

Applicability to Contracts

All contracts in excess of \$10,000 must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.

Flow Down

For all contracts in excess of \$10,000, the Termination clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Clause Language

Recipients can draw on the following language for inclusion in their federally funded procurements.

Termination for Convenience (General Provision)

The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the AGENCY's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to AGENCY to be paid the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY directs.

Termination for Default [Breach or Cause] (General Provision)

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, the AGENCY 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 be paid only 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 the AGENCY 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, the AGENCY, 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.

Opportunity to Cure (General Provision)

The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately 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 AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY 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 AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The AGENCY, by written notice, may terminate this contract, in whole or in part, when it is in the AGENCY's interest. If this contract is terminated, the AGENCY shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination

specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of AGENCY goods, the Contractor shall, upon direction of the AGENCY, protect and preserve the goods until surrendered to the AGENCY or its agent. The Contractor and AGENCY shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the AGENCY may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the AGENCY resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the AGENCY in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of AGENCY, acts of another contractor in the performance of a contract with AGENCY, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies AGENCY in writing of the causes of delay. If, in the judgment of AGENCY, the delay is excusable, the time for completing the work shall be extended. The judgment of AGENCY shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of AGENCY.

Termination for Convenience or Default (Architect and Engineering)

The AGENCY may terminate this contract in whole or in part, for the AGENCY's convenience or because of the failure of the Contractor to fulfill the contract obligations. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the AGENCY 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. AGENCY has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the AGENCY, the AGENCY's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the AGENCY may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the AGENCY.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of AGENCY.

Termination for Convenience or Default (Cost-Type Contracts)

The AGENCY may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of AGENCY or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the AGENCY, or property supplied to the Contractor by the AGENCY. If the termination is for default, the AGENCY may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the AGENCY and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of AGENCY, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the AGENCY determines that the Contractor has an excusable reason for not performing, the AGENCY, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VETERANS EMPLOYMENT

FTA Circular 4220.1F (Chapter IV) 49 USC §5325(K)

Applicability to Contracts The Veterans Employment provisions apply to all construction contracts.

Veterans Employment.

Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

VIOLATION AND BREACH OF CONTRACT

>\$250,000

2 C.F.R. § 200.326

2 C.F.R. part 200, Appendix II (A)

Applicability to Contracts

All contracts in excess of the Simplified Acquisition Threshold (currently set at \$150,000) shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Flow Down

The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

Clauses Language

FTA does not prescribe the form or content of such provisions. The provisions developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts. Recipients can draw on these examples for inclusion in their federally funded procurements.

Rights and Remedies of the AGENCY

The AGENCY shall have the following rights in the event that the AGENCY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include [AGENCY to define].

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

- Example 1: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of AGENCY's [title of employee]. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. 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 the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.
- Example 2: The AGENCY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the AGENCY and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the AGENCY's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by AGENCY, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY 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 in which the AGENCY is located.

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 the AGENCY or 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.