



GREATER DAYTON REGIONAL TRANSIT AUTHORITY

CONSTRUCTION -- INVITATION FOR BID

FOR

BUS WASH, FUEL BAY, AND SERVICE LANE RENOVATION

CONTRACT BID NO. GD 19-09

PREPARED BY

GREATER DAYTON REGIONAL TRANSIT AUTHORITY

**4 SOUTH MAIN STREET
DAYTON, OHIO 45402**

MAY 6, 2019

Greater Dayton Regional Transit Authority

4 S. Main Street Dayton, OH 45402 • 937-425-8400 P • 937-425-8416 F • www.rtdta.org



MAY 6, 2019

DEAR PROSPECTIVE BIDDERS:

**Re: Invitation for Bid (IFB)
BUS WASH, FUEL BAY, AND SERVICE LANE RENOVATION
IFB No. GD 19-09**

The Greater Dayton Regional Transit Authority (RTA) is soliciting bids for a **BUS WASH, FUEL BAY, AND SERVICE LANE RENOVATION**. Your firm is invited to submit a bid.

Please send your completed bid clearly marked "BUS WASH, FUEL BAY, AND SERVICE LANE RENOVATION" to the undersigned by **2:00PM**, Dayton (Eastern) time, **JUNE 12, 2019**. Bids may be hand delivered or sent by delivery service, such as Federal Express, addressed to: Director of Procurement, Greater Dayton Regional Transit Authority, 4 S. Main Street, Dayton, OH 45402. Mailed bids should be addressed to: Director of Procurement, Greater Dayton Regional Transit Authority (RTA), 4 South Main Street Dayton, OH 45402. Please allow a minimum of five (5) additional working days for the delivery of mailed bids. **If you will be attending the bid opening, plan to arrive at least 20 minutes early as there is no parking available at our facility and you will need to locate public parking.**

A pre-bid conference for this procurement will be held on MAY 15, 2019 at 10:30AM in the 600 LONGWORTH MAINTENANCE CONFERENCE ROOM. All bidders are encouraged to attend. Any questions or inquiries should be submitted in writing to ensure accuracy.

Any interpretation, correction or change of the bid documents will be made by addendum. Interpretations, corrections or changes made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections and changes. Addenda will be mailed to every bidder of record.

DBE Participation: It is the policy of the Department of Transportation (DOT) that DBE's, as defined in 49 CFR, Parts 23 and 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. In keeping with that requirement, the RTA has established a DBE goal of **15%** for this project. Any bidder that fails to comply with the goal or make good faith efforts shall not be eligible to be awarded this contract.

BASIS OF AWARD: The award of this contract is based on the lowest responsive and responsible bidder(s) as determined by the Greater Dayton Regional Transit Authority (RTA).

Please Note: This bid package and any addenda are available on the Procurement Department page of our website, <http://proc.greaterdaytonrta.org/>. Please continue checking the website for any updates or addenda. If you have received this bid package via email or regular mail, all addenda will also be sent to you by the same method.

Greater Dayton Regional Transit Authority

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However, if you accessed this bid package from our website, we may not have you in our database. In order to ensure that you receive all updates and addenda, please contact JoAnn Turner by phone at 937-425-8313 or email at jturner@greaterdaytonrta.org to be added to our database.

Please contact me with any questions or comments concerning the IFB at (937) 425-8315.

Sincerely,

RYNE BAUGHN

RYNE BAUGHN
PURCHASING AGENT

Attachment

GREATER DAYTON REGIONAL TRANSIT AUTHORITY
BUS WASH, FUEL BAY, AND SERVICE LANE RENOVATION

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SECTION I
INVITATION FOR BID

LEGAL NOTICE GD 19-09

INVITATION FOR BID

Notice is hereby given that the Greater Dayton Regional Transit Authority (RTA) is receiving bids for the following procurement until **2:00PM** local time, **JUNE 12, 2019**, for the following:

BUS WASH, FUEL BAY, AND SERVICE LANE RENOVATION

In accordance with the drawings and specifications prepared by ARCH/ENGINEER and on file at the Greater Dayton Regional Transit Authority (RTA).

Bid forms, specifications and drawings are available for purchase at American Reprographics Company (ARC), 424 E. Third St., Dayton, Ohio 45402, (937)-277-7930; Fax 937-277-7937, dayton@e-arc.com. The non-refundable cost per set (includes drawings, specifications, front end documents and addenda) is **to be paid by the contractor**. This cost is for pick-up of documents only. If the contractor would like shipping of documents or electronic transmission of any addenda in lieu of pick-up at ARC then the cost would be in addition to the non-refundable cost per set and is the responsibility of the contractor and payment shall be made prior to release of documents. Only complete bid document sets will be issued. Bidders are notified this is the only authorized source of bid documents in order to ensure an accurate record of bidders for addenda notification purposes. All bidders will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

Pursuant to Section 153.54 et seq. of the Ohio Revised Code, the bidder shall submit a **BID GUARANTY** in the form of either:

- a. A bond for the full amount of the bid, conditioned that if the bid is accepted, the bidder after the awarding or the recommendation for awarding the contract, will enter into a proper contract based upon the bid; or
- b. A certified check, cashier's check, or letter of credit pursuant to Chapter 1305, Ohio Revised Code, in the amount of 10 percent of the base bid amount. If a 10 percent **GUARANTY** is submitted, provided that the bid is accepted, the bidder will, after the awarding or recommendation for awarding the contract, enter into a proper contract and indemnify the RTA against all damages suffered by failure to perform the contract by supplying a performance bond in accordance with Section 153.54(2) et. seq. of the Ohio Revised Code for the **FULL AMOUNT OF THE CONTRACT**.

All bids and related documents shall be subject to a financial assistance contract between the RTA and the United States Department of Transportation under the Urban Mass Transportation Administration Act of 1964, as amended, terms and conditions established under the act will apply. All bidders will be required to certify they are not on the U.S. Comptroller General's Consolidated list of ineligible contractors. Manufacturers appearing on said list will be considered ineligible.

A pre-bid meeting will be held on MAY 15, 2019, at 10:30AM, local time, in the 600 LONGWORTH MAINTENANCE CONFERENCE ROOM.

The RTA hereby notifies all bidders that in regard to any contract entered into pursuant to this Invitation for Bid, advertisement or solicitation, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids and/or proposals in response and will not be subjected to discrimination on the basis of race, color, sex or national origin in consideration for an award.

Any interpretation, correction or change of the bid documents will be made by addendum. Interpretations, corrections or changes made in any other manner will not be binding. Addenda will be mailed to every bidder of record.

No bid may be withdrawn for a period of one hundred twenty (120) days after bid opening. The RTA reserves the right, as the interests of the RTA may require, to postpone, accept or reject any and all bids and to waive any information in bids received and to award the contract to the lowest responsive and responsible bidder as determined by its Board of Trustees.

Deborah Howard
Director of Procurement

RTA Background

History

RTA is an independent political subdivision of the State of Ohio organized pursuant to Ohio Revised Code Section 306.30 through 306.71, inclusive, as amended.

The RTA was created on July 6, 1971, pursuant to the Revised Code, by ordinances of the Councils of the City of Dayton and the City of Oakwood. After completing the purchase of the assets of City Transit, the major privately owned public transportation system in the area, the RTA became operational on November 5, 1972. In July, 1980, after the approval in the preceding April by the voters of the County of a one-half percent sales and use tax of unlimited duration for all purposes of the RTA, the boundaries of the RTA were extended to be coextensive with the boundaries of Montgomery County and parts of Greene County.

Governing Body

All power and authority of the RTA is vested in and exercised by its nine (9) member Board of Trustees.

The Greater Dayton Regional Transit Authority

BID FORM

<p>BIDS WILL BE RECEIVED UNTIL 2:00PM on JUNE 12, 2019, AND THEN PUBLICLY OPENED AT:</p> <p>4 S. Main Street Dayton, OH 45402</p> <p><i>BID BOND REQUIREMENT:</i> A BID BOND, CASHIER'S CHECK OR CERTIFIED CHECK MUST ACCOMPANY THIS BID FOR NOT LESS THAN <u>10%</u> OF THE BASE BID PRICE.</p>	<p>BID NUMBER: GD 19-09</p> <p>CURRENT DATE: MAY 6, 2019</p> <p>PERFORMANCE BOND REQUIREMENT: IN THE EVENT BID IS ACCEPTED, A PERFORMANCE BOND WILL BE REQUIRED IN THE AMOUNT OF <u>100%</u> OF THE CONTRACT AMOUNT WITHIN <u>TEN (10) CALENDAR DAYS AFTER NOTIFICATION OF AWARD.</u></p>
--	--

The undersigned hereby agrees to provide the goods/services/equipment as listed below and in accordance with the specifications on file at the office of the Director of Procurement, Greater Dayton Regional Transit Authority, 4 S. Main Street, Dayton, Ohio 45402, which have been carefully examined and which are incorporated herein and made a part of the bid documentation.

See Bid Forms on the Following Pages.

ALL BLANK SPACES MUST BE FILLED OUT ON THIS BID FORM. IF THE BID AMOUNT IS ZERO OR A DEDUCTION, PLEASE INDICATE THIS AMOUNT IN BRACKETS.

THIS FORM IS CONTINUED ON THE NEXT PAGE

<p>GENERAL: BASE BID</p> <p>As defined in Contract Documents</p>	
TOTAL BID	_____
	<i>(Basis of Award)</i>
<p><i>(Total bid shown here is to be written out)</i></p> <p>Engineer's Estimate: \$ 1,067,921.00</p>	

BASIS OF AWARD:

The award of this contract is based on the lowest responsive and responsible bidder(s) as determined by the Greater Dayton Regional Transit Authority (RTA).

Terms of Payment

Payment terms of net 30 days after installation/delivery and acceptance.

Delivery

No later than 9 Months after contract award. Product will be delivered FOB Destination.

The undersigned understands that any condition stated in the bid, clarification made to the bid, or information submitted on or with this form, other than requested, may render the bid non-responsive and it may be rejected; and further agrees that this bid may not be withdrawn for a period of ONE HUNDRED TWENTY (120) days after the date set for the opening of the bids.

(This form is continued)

OFFER: By execution below, Bidder hereby offers to furnish the goods and/or services as indicated herein.

Name of Individual, Partner or Corporation

Address

City, State and Zip Code

Telephone Number

Fax Number

E-mail Address

Mobile Phone Number

Authorized Signature

Title

Date

Printed Authorized Signature

Printed Title

The Greater Dayton Regional Transit Authority
BIDDER QUALIFICATIONS

Firm Name: _____
(Company Name)

(Address) (City, State, Zip Code)

(Phone Number) (Fax Number) (E-mail)

Date: _____

Construction Capabilities: (Check all that apply)

- | | | |
|--|-------------------------------------|--------------------------------------|
| <input type="checkbox"/> General Contracting | <input type="checkbox"/> Electrical | <input type="checkbox"/> Plumbing |
| <input type="checkbox"/> HVAC | <input type="checkbox"/> Demolition | <input type="checkbox"/> Carpeting |
| <input type="checkbox"/> Asbestos Abatement | <input type="checkbox"/> Painting | <input type="checkbox"/> Other _____ |

For Corporations Only:

Federal ID Number: _____

Name of State(s) in which incorporated: _____

Date(s) of incorporation: _____

If not incorporated in Ohio:

1. Attach Certificate of Authority to do Business in Ohio

2. Certificate Number: _____ Date: _____

(President's Name) (Vice-President's Name)

(Secretary's Name) (Treasurer's Name)

For Partnerships Only: Date of Organization: _____

Type of Partnership: General Limited Association

Names and Addresses of all partners: (Use additional sheet if necessary)

1. _____
(Name) (Address) (City, State, Zip Code)

2. _____
(Name) (Address) (City, State, Zip Code)

General Information:

Federal ID Number: _____ or SSN: _____

Percent of work done by Contractor: _____ Number of Permanent Employees: _____

Number of years in business: _____

(This form is continued)

Geographical limits of operation: _____

If you have done business under a different name, please give name and location: _____

Has firm ever failed to complete a project or defaulted on a contract? If so, state where and why:

Date: Dated this _____ day of _____, 20____.

Signatures:

Individual Partnership Joint Venture Corporation

Business Name: _____

Address: _____

Telephone: _____

Fax Number: _____

Federal ID Number: _____

Social Security Number: _____

Incorporated under the laws of the State of: _____

(If a corporation organized in a state other than Ohio, attach certificate of Authority to do business in the State of Ohio.)

(Bidder's Signature)

(Corporate Secretary's Signature and Seal)

(Typed or Printed Name of Signor)

(Seal)

(Partner/Joint Venture Signature)

(Typed or Printed Name of Signor)

The Greater Dayton Regional Transit Authority

Bid Requirement

SUMMARY OF BID REQUIREMENTS

FAILURE TO SUBMIT ANY OF THE FOLLOWING DOCUMENTS MAY RENDER YOUR BID NON-RESPONSIVE

Bid Submission:

Complete the following checklist indicating that the documents required for this bid are enclosed.

- _____ Bid Form
- _____ Bidder Qualifications
- _____ Summary of Bid Requirements
- _____ Addenda Acknowledgment
- _____ City of Dayton Affirmative Action Assurance (AAA) Certification (**If approval email is not received, enter "Pending"**)
- _____ Affidavit of Intended Disadvantaged Business Enterprise
- _____ Affidavit of Disadvantaged Business Enterprise
- _____ DBE Unavailability Certification
- _____ Non-Collusion Affidavit
- _____ Personal Property Tax Affidavit
- _____ Buy America Certification (applicable if bid is over \$100,000)
- _____ RTA Clean Air Policy Verification
- _____ Certification of Restrictions on Lobbying
- _____ Certification of Procurement Integrity
- _____ Certification of Contractor Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion
- _____ Certification of Lower-Tier Participants (Subcontractors) Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion
- _____ Bid Bond (as required)
- _____ Bidder's Warranty Information (as required)

SIGNATURE: _____

NAME PRINTED: _____

TITLE: _____

COMPANY: _____

DATE: _____

The Greater Dayton Regional Transit Authority
TO BE COMPLETED BY PRIME CONTRACTOR
ADDENDA ACKNOWLEDGMENT FORM

Bidders must indicate below the addenda received and the dates addenda were received. (If none received, write "none received".)

Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____

Name of individual, partner or corporation:

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

E-Mail Address: _____

Name Printed: _____

Authorized Signature: _____

Title: _____

Greater Dayton Regional Transit Authority
CITY OF DAYTON, AFFIRMATIVE ACTION ASSURANCE (AAA)
CERTIFICATION

(Refer to Section II, Paragraph 17, Affirmative Action Assurance Plan)

Note: All bidders must submit with their bid a copy of the email from the City of Dayton’s Human Relations Council (HRC), stating that their application for Affirmative Action Assurance (AAA) certification has been approved. Failure to furnish a copy of the AAA approval email from the City of Dayton’s HRC may be cause for rejection of the bid.

In order to receive the AAA approval email, vendor must first log onto the City of Dayton’s vendor certification portal, CityBOTS (www.citybots.com), and complete the online AAA form. To obtain CityBOTS login credentials, vendor must go to www.citybots.com, click the “Request Login” button, and follow the instructions. (If vendor’s Tax ID number does not exist in the City of Dayton’s CityBOTS database, they will need to contact the HRC’s Business & Technical Assistance team at bta@daytonohio.gov or (937) 333-1403 to set up a CityBOTS account.)

Once the online AAA form is submitted for approval, the HRC will process it **within 5 business days**. Vendor will then receive an email explaining the status of their AAA certification.

If an approval email is not received by the bid due date, vendor is to write “Application Pending” on this page and on the applicable line in SECTION I – SUMMARY OF BID REQUIREMENTS FORM. A copy of the approval email must be received within five (5) business days after the bid due date.

The bid of any firm, who in RTA’s judgment has failed to comply with such laws and regulations, may be considered non-responsive, and may be rejected.

Bid Requirement

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

Refer to Section II, Paragraph 90

NOTE: All bidders must complete and submit with their bid one (1) or more of the DBE forms on the following pages. Failure to complete these forms may cause your bid to be considered non-responsive and, therefore, rejected.

The Greater Dayton Regional Transit Authority

AFFIDAVIT OF INTENDED DISADVANTAGED BUSINESS ENTERPRISE

State of _____

County of _____

Comes now _____ of lawful age, and being duly sworn (Name of individual)

upon his/her oath states as follows:

This affidavit is made for the purpose of complying with that part of the specifications of the Greater Dayton Regional Transit Authority's DBE program, which requires that

_____ (Name of Bidder)

as a Contractor/vendor bidding on the project, sets forth the names of certified disadvantage Contractors, subcontractors, and suppliers with whom it will contract if awarded a contract for this project, the area(s) and scope of work and corresponding NAICS code of each listed Contractor, subcontractor and supplier and the approximate dollar amount of each listed item and corresponding NAICS Code.

That the following list is true and accurate to the best of my knowledge:

Table with 4 columns: Contractor, Description, Corresponding NAICS Code, Dollar Amount. Includes three rows of blank lines for data entry.

I certify that _____ is _____ is not a disadvantaged (Firm Submitting Bid) owned business as defined in DOT 49 CFR Parts 23 and 26.

That I am authorized to make this affidavit in my capacity as _____ (Title) of this bidder.

Dated this _____ day of _____, 20 _____.

_____ (Name of Company)

By: _____ (Affiant) _____ (Title)

Email: _____

Subscribed and sworn to before me this _____ day of _____, 20 _____.

_____ (Notary Public)

My Commission Expires: _____ (SEAL)

The Greater Dayton Regional Transit Authority

AFFIDAVIT OF DISADVANTAGED BUSINESS ENTERPRISE

(TO BE COMPLETED BY EACH DISADVANTAGED BUSINESS ENTERPRISE THAT IS BEING UTILIZED)

State of _____

County of _____

I hereby declare and affirm that I am the _____
(Title)

and duly authorized representative of _____
(Name of Company)

whose address is _____

I hereby declare and affirm that I am a disadvantaged business enterprise as defined by The Greater Dayton Regional Transit Authority in the Instructions to Bidders for Contract No. GD 19-09 and that I will provide information requested by the Greater Dayton Regional Transit Authority to document this fact.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

By: _____
(Affiant) *(Date)*

On this _____ day of _____, 20____, before me, _____, known to me to be the person described in the foregoing affidavit and acknowledged that he/she executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Notary Public)

My Commission (SEAL)

Expires: _____

The Greater Dayton Regional Transit Authority

DBE UNAVAILABILITY CERTIFICATION

(See Good Faith - Section II, Paragraph 30, D.)

(Affiant)

(Date)

of _____ certify that prior to

(Prime or General Bidder)

the bid opening date, I contacted the following DBE contractors to obtain a bid/proposal for services/supplies necessary to be performed on the Greater Dayton Regional Transit Authority Legal Notice No. GD 19-09.

Disadvantaged Service/Supplies

Table with 3 columns: Date, Contractor (Must be DBE), Item(s) Sought (i.e., Unit Price, Material & Labor, Labor Only, etc.)

Attach a detailed narrative of efforts made to involve disadvantage contractor(s), subcontractor(s) and suppliers which should answer, but not be limited to, the specific affirmative action steps, as detailed in Section II Paragraph 29, C.

Four horizontal lines for narrative input.

To the best of my knowledge and belief, said disadvantaged contractor(s) was unavailable (exclusive of unavailability due to lack of agreement on price) for work on this project, or unable to prepare a bid/proposal for the following reasons:

Three horizontal lines for reasons input.

Signature:

(Prime or General Contractor)

Date:

Horizontal line for date input.

_____ was offered an opportunity

(DBE firm)

participate on the above identified Legal Notice on _____ by _____

(date)

(Source)

Partnership only:

Affiant further says that the following is a complete and accurate list of the names and addresses of the members of said partnership: _____

Affiant further says that said partnership is represented by the following attorney(s):

and is also represented by the following resident agents in the City of Dayton:

Corporation only:

Affiant further says that the following is a complete and accurate list of the officers, directors and attorney(s) of said corporation:

President: _____

Directors: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Local Manager of Statutory Agent: _____

Attorney(s): _____

And that the following officers are authorized to execute contracts on behalf of said corporation: _____

Affiant further says that the bid filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusion or sham; that said bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly, colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead, profit, or cost element of such bid price or that of any other bidder, or to secure any advantage against the Greater Dayton Regional Transit Authority, or anyone interested in the proposed contract; that all statements contained in such bid are true; that said bidder has not directly, or indirectly, submitted his price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or

(This form is continued)

indirectly, any money or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except such persons as herein above disclosed to have a partnership or other financial interest with said bidder will not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual, for aid or assistance in securing contract above referred to in the event the same is awarded to:

Further Affiant saith not.

(Sign here) _____

Sworn to before me and subscribed in my presence this _____ day of _____ ,
20 _____ .

(Notary Public)

My Commission Expires: _____ (SEAL)

The Greater Dayton Regional Transit Authority
PERSONAL PROPERTY TAX AFFIDAVIT
(O.R.C. 5719.042)

The person making a bid shall submit to the RTA Chief Financial Officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the Chief Financial Officer to the county treasurer within thirty (30) days of the date it is submitted.

STATE OF _____
COUNTY OF _____

The undersigned being first duly sworn states that he/she is (check one):

the bidder **OR** the duly-authorized representative of the bidder

to whom a contract pursuant to Invitation for Bid No. **GD 19-09** for **BUS WASH, FUEL BAY, AND SERVICE LANE RENOVATION** was awarded; and further states that, at the time the bidder's bid was submitted (check and complete as required):

bidder was not charged with any delinquent personal property taxes on the general tax list of personal property of

(County, State)

bidder was charged with delinquent personal property taxes on the general tax list of personal property of _____ as follows:

(County, State)

\$ _____ in due and unpaid delinquent taxes

\$ _____ in due and unpaid penalties and interest thereon

Name of Bidder: _____

Authorized Signature: _____

Title: _____

Company: _____

Address: _____

City, State, Zip: _____

Sworn to before me and subscribed in my presence this _____ day of _____, 20____.

(Notary Public's Signature)

My Commission Expires: _____ (SEAL)

The Greater Dayton Regional Transit Authority

Bid Requirement

BUY AMERICA PROVISION

(Complete applicable section below (not both))

CERTIFICATE OF COMPLIANCE WITH 49 U.S.C. 5323(j)(1)

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

Date _____

Signature _____

Company Name _____

Title _____

CERTIFICATE OF NON-COMPLIANCE WITH 49 U.S.C. 5323(j)

The bidder 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 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

The Greater Dayton Regional Transit Authority

RTA CLEAN AIR POLICY

As the region's public transportation provider, the Greater Dayton Regional Transit Authority (RTA) recognizes its role in improving the environment, specifically air quality. Therefore, RTA is committed to environmentally sound solutions that adhere to its primary mission of affordable, flexible, reliable and convenient public transportation that meets the needs of an ever-changing regional community.

In order to meet this clean air commitment, RTA shall:

- Encourage use of the RTA system in an effort to offset the growing use of single-occupant vehicles, the greatest source of ozone pollution.
- Adjust and expand service, when feasible, in response to population shifts and regional needs in an effort to increase use of the system.
- Assure that RTA vehicles, either through adaptation or purchase, meet or exceed the emission standards of the Environmental Protection Agency (EPA). RTA will continue to investigate technologies developed to aid public transportation in its mission to improve air quality.
- Contract only with vendors and suppliers who comply with EPA Clean Air standards.
- Invite area employers to participate in RTA's corporate pass purchase program to increase ridership among their employees.
- Lobby for development of municipal land use ordinances and policies that encourage accessibility to mass transit.
- Maintain open communication with riders, taxpayers, public interest groups, private organizations, and government agencies to encourage free exchange of information regarding environmental issues and improvements.

PLEASE EXECUTE: RTA CLEAN AIR POLICY VERIFICATION

There is no action pending against

_____ *(Name of Bidder)*

for violating the Environmental Protection Agency Clean Air standards.

Company: _____

By: _____ Date: _____
(Duly Authorized Company Representative)

The Greater Dayton Regional Transit Authority

Bid Requirement

CERTIFICATION OF RESTRICTIONS ON LOBBYING

The undersigned hereby certifies on behalf of

that:

_____ *(Name of Bidder)*

- (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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for 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 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 all language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 49 CFR Part 20, modified as necessary by 31 U.S.C. Section 1352. 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.

Executed this _____ day of _____, 20 _____.

Name of Bidder: _____

Address: _____

City, State, Zip: _____

Signature and
Title of Official: _____

Telephone: _____ Date: _____

The Greater Dayton Regional Transit Authority

Bid Requirement

CERTIFICATE OF PROCUREMENT INTEGRITY

I, _____ am the officer or employee responsible
(Name of Certifier)

for the preparation of this offer or bid and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of Subsection 27(a), (b),(c), or (e) of the Office of Federal Procurement Policy Act* (41 U.S.C. 423) (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (Solicitation No. GD 19-09). As required by Subsection 27(d)(1)(B) of the Act, I further certify that each officer, employee, agent, representative, and consultant of _____

(Name of Offer)

who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of Subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning any violation or possible violation of the Act, as implemented in the FAR, pertaining to this procurement.

Violations or possible violations: (Continue on plain bond paper if necessary and label it 'Certificate of Procurement Integrity (Continuation Sheet)'. **ENTER 'NONE' IF NONE EXISTS**)

(Signature of the Officer or Employee Responsible for the Offer)

Date

(Typed name of the Officer or Employee Responsible for the Offer)

*Section 27 became effective on July 16, 1989.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE SECTION 1001.

The Greater Dayton Regional Transit Authority

**CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT,
SUSPENSION,
AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

The undersigned, an authorized official of the Bidder stated below, certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the undersigned is unable to certify to any of the statements in this certifications, such official shall attach an explanation to this bid).

THE UNDERSIGNED CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 2 CFR Part 1200 and 2 CFR Part 180, 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Name of Bidder: _____

Address: _____

City, State, Zip: _____

Signature of Authorized Official: _____

Title of Official: _____

Telephone: _____ Date: _____

The Greater Dayton Regional Transit Authority

**CERTIFICATION OF LOWER-TIER PARTICIPANTS
(SUBCONTRACTORS) REGARDING DEBARMENT, SUSPENSION AND
OTHER INELIGIBILITY AND VOLUNTEER EXCLUSION**

**(THIS AFFIDAVIT TO BE COMPLETED BY THE SUCCESSFUL CONTRACTOR'S
SUB-CONTRACTORS AFTER NOTIFICATION OF AWARD HAS BEEN RECEIVED)**

The Lower Tier Participant [Subcontractor to the Primary Contractor(s)], _____, certifies by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

If the above named Lower Tier Participant (Subcontractor) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this certification.

The Lower-Tier Participant (Subcontractor), _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31. U.S.C. Section 3801 et seq. is applicable thereto.

Signature and Title of Authorized Official

Date

NOTICE TO BIDDER: THIS CERTIFICATION SHALL BE COMPLETED BY ALL SUBCONTRACTORS WHICH WILL HAVE A FINANCIAL INTEREST IN THIS PROJECT WHICH EXCEEDS \$25,000 OR SUBCONTRACTORS WHICH WILL HAVE A CRITICAL INFLUENCE ON OR A SUBSTANTIVE CONTROL OVER THE PROJECT.

**AFFIDAVIT OF CONTRACTOR OR
SUBCONTRACTORS - PREVAILING WAGES**

**(THIS AFFIDAVIT TO BE COMPLETED BY THE SUCCESSFUL CONTRACTOR
AFTER NOTIFICATION OF AWARD HAS BEEN RECEIVED)**

I, _____,
(Name of person signing affidavit and title)

of the _____, do hereby certify that the
(Company's Name)

wages paid to all employees for the full number of hours worked in connection with the Legal

Notice No. GD 19-09, titled BUS WASH, FUEL BAY, AND SERVICE LANE RENOVATION
during the following period from

_____ to _____ is in accordance with

the prevailing wage prescribed by the contract document. I further certify that no rebates or

deductions for any wages due any person have been directly or indirectly made other than those

provided by law.

(Signature of Officer or Agent)

Sworn to and subscribed in my presence this _____ day of _____, 20_____.

(Notary Public)

My commission expires: _____

(SEAL)

The above affidavit must be executed and sworn to by an officer or agent or the Contractor or Subcontractor who supervises the payment of employees, before the Owner will release the surety and/or make a final payment due under the terms of the Contract.

SECTION II
INSTRUCTIONS TO BIDDERS AND SPECIAL CONDITIONS

INSTRUCTIONS TO BIDDERS AND SPECIAL CONDITIONS

The Greater Dayton Regional Transit Authority, hereinafter called "RTA", requests bids for: **BUS WASH, FUEL BAY, AND SERVICE LANE RENOVATION** under the following requirements and conditions, which shall be considered an essential part of the contract documents.

1. *Request for Bid*

Bids are requested for: **BUS WASH, FUEL BAY, AND SERVICE LANE RENOVATION** per the special conditions, specifications and drawings.

2. *Sealed Bids - Date*

- A. Sealed bids shall be submitted in an envelope marked "Sealed Bid No. **GD 19-09** for **BUS WASH, FUEL BAY, AND SERVICE LANE RENOVATION** opening at **2:00PM**, Dayton (Eastern) time, on **JUNE 12, 2019** and will be received at the office of the Director of Procurement, greater dayton regional transit authority at 4 s. Main street dayton, ohio 45402, at which time and place the bids will be opened in public. Any bid received after the time referred to will not be considered and will be returned unopened. Any bid received and opened may not be withdrawn by the bidder for ONE HUNDRED TWENTY (120) days from the date on which the bids were opened.
- B. Bids may be withdrawn by personal, written or telegraphic requests received from bidders prior to bid opening date. No bid may be withdrawn for 60 days after opening. Modifications of bids already submitted will be considered if received prior to bid opening date. When submitting a request for withdrawal, please ensure that the envelope is boldly labeled "withdrawal of bid" and submitted to the same address as the bid.
- C. Because bids and offers can at times be ambiguous, in its solicitation documents, the RTA reserves the right to request additional information before making an award. The RTA also reserves the right to seek clarification from any bidder or offeror about any statement in its bid or proposal that the RTA finds ambiguous.
- D. The RTA reserves the right, as the interests of the RTA may require, to postpone, accept or reject any and all bids and to waive defects or irregularities in bids received and to award a contract(s) in the best interest of the RTA.
- E. In determining the successful bidder, consideration will be given to the price, experience of the bidder, responsibility of the bidder including financial responsibility, responsiveness to these specifications, and the bidder's record as an equal opportunity employer. RTA's maintenance history with equipment previously furnished by a bidder, directly or indirectly through a manufacturer, will also be considered.
- F. All bids submitted are subject to instructions and general conditions, and any special conditions and specifications contained herein, all of which are made a part of this bid by reference and constitute the contract documents, and shall become a part of any agreement/purchase order between the RTA and successful bidder.

- G. Only bids printed in ink (which may include legible hand-printing) or typewritten, and properly signed by a member of the firm or authorized representative, will be accepted. Pencil figures or signatures will disqualify bidder.
- H. With respect to actions prior to award of a contract, only the RTA's chief financial officer, Director of Procurement, purchasing agents, or chief executive officer have the authority to take action on behalf of the RTA. Only the RTA's board of trustees has the authority to award a contract(s) in excess of \$100,000.

3. *Contract Award*

All bidders will be required to comply with all Equal Employment Opportunity laws and regulations and file with RTA's DBE Officer, if requested, an Affirmative Action Assurance Plan, consistent with RTA's non-discriminatory policy, subject to RTA approval.

All bidders must submit with their bid a letter from the City of Dayton's Human Relation Council, stating that they have an approved Affirmative Action Assurance Plan. Failure to furnish the letter from the City of Dayton's Human Relations Council may be cause for rejection of your bid. If a bidder is not on the approved list, please contact the City of Dayton Human Relations Council to obtain an application.

The RTA reserves the right, as the interests of the RTA may require, to postpone, accept or reject any and all bids and to waive defects or irregularities in the bids received, and to award a contract(s) to the lowest bidder the RTA deems responsive and responsible.

In awarding a contract(s), the RTA reserves the right to consider all elements entering into the determination of the responsibility of the bidder. Any bid which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be cause for rejection of the bid.

Contract(s) for the purchase of goods and/or services will be awarded within ONE HUNDRED TWENTY (120) calendar days from the date upon which bids were opened to the lowest bidder the RTA deems responsive and responsible. The successful bidder will be required to execute the attached contract within five (5) calendar days after notification of award.

In the event a single bid is received, the RTA will conduct a price and/or cost analysis of the bid. A price analysis is the process of examining and evaluating a price submitted without examining in detail the separate cost elements and the profit included in the cost bid. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison.

The comparison must be made to a purchase of similar quantities and involving similar specifications. Where a difference exists, detailed analysis must be made of this difference and costs associated thereto.

RTA has the right to enter into a negotiated procurement should only a single bid be received.

Where it is impossible to obtain a valid price analysis, it may be necessary for the RTA to conduct a cost analysis of the bid price.

If the RTA does not have the capabilities to perform the needed analysis, FTA will lend support in obtaining the services of the Defense Contract Audit Agency. RTA shall submit to FTA all data and analyses of the determination prior to award of the contract.

4. *Funding*

The proposed contract shall be funded in part from the Federal Transit Administration (FTA) and the Ohio Department of Transportation (ODOT). Each bidder shall examine all contract documents noting particularly all requirements, which will affect bidder's work in any way.

5. *Bid Security*

As security for the acceptance of a contract, each bid must be accompanied by a certified check, cashier's check, or bid bond in the amount of **10%** of the total bid amount drawn payable to the Greater Dayton Regional Transit Authority (RTA). Such bid deposits of all bidders will be held by RTA until all bids submitted shall have been canvassed and the bids have either been rejected or the contract has been awarded. The bid deposit of the successful bidder will be held until the contract is duly executed. Bid deposits will be returned to the unsuccessful bidder(s) as soon as possible after award of the contract. The successful bidder under this bid shall execute a contract with the RTA, or its authorized representative, within ten (10) calendar days after notification of the award. If the successful bidder with whom the contract shall have been awarded refuses to execute the contract within ten (10) calendar days after notification of award of the contract, the amount of the bid deposit shall be forfeited to and retained by RTA as liquidated damages for such neglect or refusal.

6. *Sensitive Security Information*

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

7. *Statement of Qualification*

RTA reserves the right to award a contract to the low bidder it deems responsive and responsible. The bidder may be required, upon request, to prove to the satisfaction of the RTA that the bidder has the skill and experience and the necessary facilities and financial resources to perform the contract in a responsible and satisfactory manner.

8. *Price Complete*

The price quoted shall include all items of labor, material, tools, equipment and other costs necessary to fully complete the **BUS WASH, FUEL BAY, AND SERVICE LANE RENOVATION** pursuant to the specifications. It is the intention of the specifications to provide and require complete goods and/or services prescribed. Anything omitted from the specifications, which is clearly necessary for the use of or operation of the goods and/or services shall be considered to be included within the scope of such goods and/or services although not directly specified or called for in the specifications. No advantage shall be taken by the manufacturer or supplier in the omission of any part or detail, which goes to make **BUS WASH, FUEL BAY, AND SERVICE LANE RENOVATION** complete and ready for service or use. All parts shall be new and in no case will used (except for testing), reconditioned or obsolete parts be accepted. The RTA and the manufacturer/supplier shall mutually agree when it is necessary or desirable to make changes in, additions to or deductions from the work to be performed, or the goods and/or serviced to be furnished, pursuant to the provisions of the contract documents. Any such changes which affect the contract price shall require the approval of the RTA, in writing, in which the effect on the contract price is specifically set forth. All requests and responses shall be in writing.

9. *Payment Terms*

Net 30 days after date of delivery of an order by the prime contractor. Payment for products or services delivered to and accepted by RTA shall be at the contract price. RTA shall order materials by use of a purchase order referencing this contract, and such purchase order shall be the only authorization the contractor shall use to deliver materials and invoice the RTA.

10. *Prompt Payment*

We will include the following clause in each DOT-assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime contractor receives from RTA. The prime contractor agrees further to return retainage payments to each subcontractor within 15 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the RTA. This clause applies to both DBE and non-DBE subcontractors.

When applicable, the RTA may use the following mechanisms to ensure prompt payment.

- A. Language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes.
- B. Language providing that prime contractors will not be reimbursed for work performed by subcontractors until the prime contractor ensures that the subcontractors are paid promptly for work they have performed.

- C. Enforcement of public funds liens law and use of a similar mechanism for nonpublic improvement projects.
- D. Other applicable mechanisms as necessary.

11. *Retainage*

The prime contractor agrees to return retainage payments to each subcontractor within 15 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the RTA. This clause applies to both DBE and non-DBE subcontracts.

12. *Tax Exempt*

The RTA is exempt from payment of all taxes, and taxes must not be included in bid prices. Necessary exemption certificates shall be furnished to the successful bidder upon request.

13. *Quantity and Time of Delivery*

- A. Delivery shall be made: **NO LATER THAN 9 MONTHS AFTER CONTRACT AWARD.**
- B. In the event the **BUS WASH, FUEL BAY, AND SERVICE LANE RENOVATION** delivered, installed and tested by the contractor does not satisfy fully all of the specifications and all other requirements appearing in the contract documents the RTA may reject the **BUS WASH, FUEL BAY, AND SERVICE LANE RENOVATION** or any portion in which case the equipment rejected shall be deemed not to have been delivered, and the RTA shall have the rights set forth in article v of the contract, in addition to any other rights and remedies to which it may be entitled by law.
- C. Further, if the **BUS WASH, FUEL BAY, AND SERVICE LANE RENOVATION** is delivered, installed and tested incomplete or contains any defective or damaged parts, said parts shall be removed and new parts shall be furnished. The new parts furnished, including the transportation charges for same plus the labor for removal and installation of said parts, shall be free of all costs to RTA. If RTA finds it necessary to perform any work, which should have been done by the contractor, the contractor agrees to reimburse RTA all costs incident thereto including material, labor and overhead.
- D. In case the delivery, installation and testing of the **BUS WASH, FUEL BAY, AND SERVICE LANE RENOVATION**, under this contract shall be necessarily delayed because of strike, injunctions, government controls or by reason of any causes or circumstances beyond the control of the contractor which could not reasonably have been foreseen by the contractor at the time of bid opening, the time of completion of delivery shall be extended by a number of days to be determined in each instance by the RTA.

- E. Acceptance of the **BUS WASH, FUEL BAY, AND SERVICE LANE RENOVATION** shall not release the contractor from liability for faulty workmanship or materials even after final payment has been made. The RTA shall have the right to reject all materials and workmanship, which does not conform to the specifications. The contractor shall not be relieved of any obligation to furnish materials and workmanship strictly in accordance with the specifications.
- F. Contractor shall make all deliveries in accordance with the time requirements and other terms and conditions set in all applicable specifications and special conditions.

14. *Liability of RTA*

The contractor shall agree to save, keep, bear harmless and fully indemnify the RTA and all its employees or agents for damages, costs or expenses in law and equity including reasonable attorney fees, if any, that may at any time arise, or be set up, for any infringement of the patent rights of any person or persons in consequence of the use by the RTA or by any of its employees or agents, of articles supplied under this contract. The RTA will give to the contractor notice in writing ten (10) days after the RTA has received actual notice of the institution of any suit or proceeding and permit the contractor, through his counsel, to defend same and will give all needed information, assistance and authority to enable contractor to do so.

15. *Specified Material and "Approved Equals"*

- A. In all cases the **BUS WASH, FUEL BAY, AND SERVICE LANE RENOVATION** must be furnished as specified. Where brand names or specific items or processes are used in the specifications, consider the term "or approved equal" to follow. However, a request for approval for any proposed substitution as an equal must be submitted in writing to RTA ten (10) days prior to the bid opening date.
- B. For all items listed and which are described or defined by dimensions or other measure of physical characteristics or performance, it is understood that such information indicates the character of the required items and so strict interpretations with respect to nonessential details shall not be made as to limit competition among manufacturers of substantially equivalent items.

Whenever this specification defines the material or article required by using a proprietary product or of a manufacturer or vendor, rather than by using descriptive detail of substance and function, the term "or equal" always is understood to follow immediately the name of the make, vendor or proprietary product. An item of material shall be considered equal to the item so named in the specifications if: (1) it is at least equal in quality, durability, appearance, strength, and design; (2) it will perform at least equally the function imposed by the general design for the material or equipment being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in this specification.

Whenever in this specification the names of one or more manufacturers are mentioned as indicating that their product will comply with a particular specification or where specific trade names are mentioned, it is not intended to exclude products of other manufacturers whose names or symbols have not been provided, only however, that such products conform to the detailed requirements for the item as indicated in the specifications.

- C. Bidder shall be responsible to provide the RTA with information in the latest applicable revision of any part or process specifically called for in the specifications for consideration.
- D. The RTA shall have the power to reject the **BUS WASH, FUEL BAY, AND SERVICE LANE RENOVATION**, furnished under the contract, which does not conform, to the terms and conditions as set forth in the contract documents.

16. *Performance Bond*

The successful bidder shall furnish, at its own expense, a performance bond in the percentage/amount stipulated on the Bid Form within ten (10) calendar days after notification of award, as a guarantee of good faith on behalf of the contractor that the terms of the specifications will be complied with in every particular. The performance bond shall, on its face, reference the date(s) of the contract period and the material, equipment or service covered by the contract. This bond shall be guaranteed by a surety company licensed to do business in the State of Ohio. The performance bond shall be conditioned on the complete performance of the contract, in accordance with the Ohio Revised Code Section 306.43. The RTA will not agree to release the surety on a performance bond until at least sixty (60) days after the acceptance of the **BUS WASH, FUEL BAY, AND SERVICE LANE RENOVATION**, to be provided under the contract, and the RTA reserves the right to require the surety to remain bound thereafter to the extent that the RTA may reasonably deem it necessary to do so to protect itself from the possibility of defective goods and/or services.

17. *Affirmative Action Assurance Plan*

All bidders will be required to comply with all Equal Employment Opportunity laws and regulations and file with RTA's DBE Officer, if requested, an Affirmative Action Assurance Plan, consistent with RTA's non-discriminatory policy, subject to RTA approval. All proposers must submit with their proposal, an email from the City of Dayton Human Relations Council, stating that they have an approved Affirmative Action Assurance Plan. **For instructions go to Section I, Page 18 - CITY OF DAYTON AFFIRMATIVE ACTION ASSURANCE CERTIFICATION.**

The bid of any bidder who in RTA's judgment has failed to comply with such laws and regulations, even though their bid may be the lowest in dollar amount, may be considered non-responsive and may be rejected.

18. *Bid Submission*

The bid submitted shall contain: (1) The Bid Form; (2) Bidder Qualifications; (3) Summary of Bid Requirements; (4) Affidavit of Intended Disadvantaged Business Enterprise (if applicable); (5) Affidavit of Disadvantaged Business Enterprise (if applicable); (6) Non-Collusion Affidavit; (7) Personal Property Tax Affidavit; (8) Bid Bond (if applicable); (9) Buy America Certification (if applicable); (10) RTA Clean Air Policy Verification; (11) Certification of Restrictions on Lobbying; (12) Addenda Acknowledgment; (13) Bidder's Warranty Information (as required); (14) Letter of AAAP Approval from the City of Dayton, Human Relations Council; (15) Certification of Contractor Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion; (16) Certificate of Procurement Integrity; (17) Affidavit of Contractor or Subcontractor-Prevailing Wages; (18) Certification of Lower Tier Participants (Subcontractors) Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion and all other information required herein. Bid shall be submitted in a sealed envelope and endorsed that it is a "Sealed Bid" and for what purpose. Bids shall be on the RTA's forms, which will be made available upon request to any person interested in bidding.

19. *Warranty and Guarantee*

Contractor guarantees that all equipment delivered and installed under the Contract will be made from materials suitable and adequate for the purposes intended and described in the Contract, and in a workmanlike manner in accordance with the best engineering practice, and that such equipment will fully comply with the Contract Drawings, Specifications and Contractor's bid including all performance requirements and representations included in the Contract Drawings, Specifications or the Contractor's bid, whether set forth on data sheets, performance curves, or otherwise.

All specialties, equipment and parts supplied by the Contractor shall be the same design and model on all equipment purchased under this Specification. The Contractor shall assume all responsibility for these specialties, parts and equipment whether manufactured by the Contractor or purchase by him/her from another source.

The contractor shall warrant and guarantee the **BUS WASH, FUEL BAY, AND SERVICE LANE RENOVATION** for a period of **one (1) year from date of acceptance for both labor and materials**. Any and all materials, specialties, equipment or accessories that prove defective in normal operation within the above period shall be replaced or repaired by the Contractor free of any cost to the RTA, including all material, labor, and transportation costs. Transportation of warranty replacement parts shall be by the fastest means possible, including airfreight if the part is of a size that can be reasonably shipped via airfreight.

If it becomes necessary under the terms of this guarantee that any part or material must be redesigned, replaced or repaired by this contractor, such replaced items and any other item affected by this replacement shall be guaranteed for an additional one (1) year period from date of replacement. Any needed redesign efforts to correct defective parts will be at additional cost to RTA.

All Contractors will provide the Owner with a written Statement of Warranty to include the Material and Labor to replace any defective parts/components provided under this project for a period of one (1) year.

20. *Duration of Contract*

The duration of contract shall be until delivery, installation, testing and acceptance of the **BUS WASH, FUEL BAY, AND SERVICE LANE RENOVATION** not to exceed **9 MONTHS** from notification of award.

21. *Restoration of Property Owned by, or Commissioned by, RTA upon Termination*

In the event of termination either for default or for the convenience of the RTA, the contractor shall account for any property in its possession paid for from funds received from the RTA, or property supplied to the contractor by the RTA.

22. *Non-Waiver by Acceptance or Payment*

Neither the acceptance by the RTA of any goods and/or services; the payment by the RTA for any goods and/or services; nor both acceptance and payment, shall be deemed to waive, to compromise, or to affect in any manner the liability of the contractor for any breach of contract, of warranty or of both contract and of warranty.

23. *Time for Performance*

Time is of the essence in the performance of this contract. The Contractor shall fully perform all of its obligations, including, without limitation, the satisfactory performance of all work to be done, by no later than the delivery or completion date set forth in the Special Conditions and Bid Document. The Contractor and the RTA recognize it will be difficult to compute the RTA's damage resulting from unexcused delays in the performance of the contract, particularly in view of the fact that the RTA is not a profit-making entity. Accordingly, it is agreed that the RTA will have the right to recover liquidated damages for delay in the completion of this contract beyond the date specified and not subject to the contract excusable delays clause to be computed as follows: **\$0**. Costs caused by delays or defective construction shall be borne by the party responsible thereafter.

Alternatively, if the delivery or performance is so delayed, the RTA may terminate the contract in whole or in part under the Termination for Cause clause in the contract document and in that event, the Contractor shall be liable for fixed, agreed, liquidated damages accruing until the time the RTA may reasonably obtain delivery or performance of similar supplies or services.

The RTA may cancel the unfilled portion of the contract for default; purchase substitute requirements elsewhere; and recover from the Contractor any increased costs thereby incurred, together with all resulting incidental and consequential damages.

24. *Descriptions*

Bidders shall furnish with their bids, as an integral part thereof, complete descriptions and specifications of the product they propose to furnish.

When the descriptions and specifications of the product meet the description and specifications provided in the bid document, no additional submission is required.

25. *Appearance*

The highest standard of accepted practice shall govern the workmanship throughout.

26. *Proposal/Bid Protest Procedures*

The RTA will hear and consider a bona fide bid protest regarding its procurement actions in accordance with the following procedures. Due to the significantly limited role of FTA in bid protests, it is anticipated that the majority of all protests will be evaluated and the final decision rendered by RTA. The RTA intends to provide a thorough review of all bona fide bid protests. The RTA's primary concern is the timely procurement of needed capital equipment, supplies or services. It does not intend to allow the filing of bid protests to unnecessarily delay the procurement process.

Parties are encouraged to exhaust all methods described in the bid documents for resolving a procurement issue before filing a formal bid protest with the RTA.

1. RTA reserves the right to postpone bid openings/proposal due dates for its own convenience and to reject any and all bids/proposals received.
2. Changes to the specifications/Scope of Work, will be made by addendum only and sent to all bidders/proposers of record.
3. Prime bidders/proposers may make appointments to discuss the specifications/scope of work; however, this does not relieve proposers/bidders from submitting the written documentation required below.
4. Protests may be filed during the pre-award, award or post-award phases of the procurement. Bidders/proposers may protest a bid/proposal award as soon as practical, but not later than five (5) business days following the receipt of proposed recommendation of award or receipt of rejection notification. All protests must be submitted in writing and be addressed to RTA's Chief Executive Officer.

The protest shall:

- Name the protester;
- Name the solicitation/contract (e.g., GD 16-XX);
- State the grounds of the protest; and
- State the relief sought.

The protester shall submit with the protest any and all documents which he/she believes supports the protest. The protester shall state further if it wishes an informal conference in which to discuss the protest with the RTA.

5. If any information is omitted or incomplete, the RTA will notify the protester in writing and the protester shall be required to provide such information within three (3) business days if the protest is to be further considered.
6. The Chief Executive Officer shall give consideration to all facts and issues involved. The RTA's Director of Procurement shall present all relevant facts and issues to the Chief Executive Officer. The Chief Executive Officer may, at his/her own discretion, form a committee which may include the general counsel and the department or division head who will benefit from the Contract, or any combination thereof.
7. If an informal conference is requested, the Chief Executive Officer shall give the protester written notice of the place, location and time of the informal conference, which shall be within three (3) business days of such notice. Any information to be considered in the protest decision must be submitted in writing within twenty-four (24) hours after the conference.
8. The Chief Executive Officer will return a written decision to the protester within ten (10) business days of the receipt of the protest including the submission of additional written information submitted to RTA under these rules as part of the protest process. The written response from the RTA shall address each substantive issue raised in the protest. Such decision is final unless a request for reconsideration is filed.
9. If the protester is dissatisfied with the initial decision made by RTA, it may request in writing a reconsideration based on data which was not previously known, or because there has been an error of law or regulation. The request shall be delivered to the Chief Executive Officer within three (3) business days of receipt of the initial decision made by the Chief Executive Officer. The request shall state the reason(s) why the decision should be reconsidered and any information to support such a position. The Chief Executive Officer, in the manner provided above for an initial protest, shall consider and decide the request for reconsideration and shall issue a written decision to the protester within ten (10) business days. The protester will be notified of the decision and all substantive issues will be addressed that were raised in the request for reconsideration. Such a decision is final.
10. FTA will only entertain a protest that alleges RTA has failed to have or adhere to a protest procedure. A protest to FTA must be filed in accordance with FTA Circular 4220.1F.
11. RTA may only proceed with the procurement, when a protest is pending, when the conditions spelled out in FTA Circular 4220.1F have been met. RTA will not award prior to resolution of a protest, or open bids or proposals prior to resolution of a protest filed before bid opening/proposal due date, except as provided in FTA Circular 4220.1F.

12. Potential bidders/proposers will be advised of a pending protest if made before award.
13. Should the protester be dissatisfied with the decision rendered by the RTA, and the protest sent to the FTA has not been taken or relief granted thereunder, the protest would have to be taken to the appropriate state or local administrative or judicial authority.
14. All protest documents shall be faxed, hand delivered or sent by overnight courier with return receipt requested to the RTA Chief Executive Officer or the protestor and shall be deemed received on date delivered by fax, hand delivery, or overnight courier.
15. Potential protesters and other interested parties include all interested bidders/proposers and any subcontractor or supplier with a substantial economic interest in a portion of the IFB/RFP.
16. The FTA will be notified of any and all protests received. RTA will keep FTA informed of the status of the project.

27. *Patents - Copyrights – Trademarks*

Contractor shall assume the defense of all claims and suits against RTA, its officers, agents and employees for infringement of the patents, copyrights or trademarks of any person arising out of the use by RTA, its officers, agents and employees of any article supplied under this contract, and the Contractor shall indemnify and hold harmless RTA, its officers, agents and employees from any and all liability, loss or damage arising from such claims or suits, including attorney fees.

28. *Ownership of Documents*

RTA shall be the owner of all plans, scope of work and related documents prepared pursuant to this Contract or provided to Contractor by RTA. Any re-use of the plans, scope of work or related documents by RTA for other than the purpose intended by this Contract shall impose no liability on the Contractor.

29. *Maintenance of Records*

The Contractor shall, at all times, maintain records of actual overhead costs and actual general and administrative costs in conformity with generally accepted accounting principles, and subject to Title 41 of the C.F.R. The Contractor shall maintain records of direct labor costs and other applicable payroll expenses. Labor and payroll records shall be in sufficient detail to indicate, at a minimum, employees by name, employee's time spent on the project, and itemization of applicable fringe benefit expenses.

30. *Payments*

Contractor shall be paid, upon the submission of activity reports with proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deduction, if any, as herein provided, within thirty (30) days.

31. *Covenant against Contingent Fees*

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach of violation of this warranty, RTA shall have the right to annul this contract without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

32. *Indemnifications*

Contractor shall indemnify and save harmless RTA, its trustees, officers and employees from and against all claims, suits, damages, injuries, deaths, costs, liability, damage and expense whether direct, consequential or incidental, for personal injury and for property damage, such loss, costs, liability, damage and expense arising out of, or resulting in whole or in part, directly or indirectly, from work or operations under the contract but not limited to the acts, errors, omissions and negligence of Contractor's employees and agents, except to the extent of liability imposed due to RTA's own negligence.

33. *Entire Agreement*

This contract which includes project specifications and drawings, and any amendments or change orders contains the entire agreement between the RTA and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This contract may be amended only by a written instrument, signed by both RTA and the Contractor.

34. *Subcontracts Approval*

RTA shall have the right to approve or disapprove all subcontracts in accordance with the following provisions.

As used in this clause, the term "subcontract" includes subcontractors and major suppliers of material or services to the Contractor.

Contractor shall notify RTA reasonably in advance of entering into any subcontract if Contractor's procurement system has not been approved by RTA and if the subcontract:

- A. Is to be a cost-reimbursement, time and materials, or labor-hour contract, which, is estimated to involve an amount in excess of ten thousand dollars (\$10,000) including any fee;
- B. Is expected to exceed one hundred thousand dollars (\$100,000); or
- C. Is one of a number of subcontracts, under this contract, with a single subcontractor for the same or related supplies or services which, in the aggregate, are expected to exceed one hundred thousand dollars (\$100,000);

The advance notification required by the above shall include: A description of the supplies or services to be called for by the subcontract;

Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected including the competition obtained: The proposed subcontract price, together with Contractor's cost or price analysis thereof; the subcontractor's current, complete and accurate cost or pricing data and Certificate of Current Cost of Pricing Data, when such data and certificates are required by other provisions of this contract to be obtained from the subcontractor; Identification of the type of subcontract to be used;

and a memorandum of negotiation, which sets forth the principle elements of the subcontract price negotiations. A copy of this memorandum shall be retained in Contractor's file for use of RTA's reviewing authorities. The memorandum shall be in sufficient detail to reflect the most significant considerations controlling the establishment of initial or revised prices.

Contractor shall not enter into any subcontract for which advance notification to RTA is required by this clause, without prior written consent of RTA, provided, that RTA, in its discretion, may ratify in writing any subcontract. Such ratification shall constitute the consent of RTA required by this paragraph.

Neither, consent by RTA to any subcontract nor any provisions thereof nor approval of Contractor's procurement system shall be construed to be a determination of the acceptability of any subcontract price or of any amount paid under any subcontract or to relieve Contractor of any responsibility for performing this contract, unless such approval or consent specifically provides otherwise.

Contractor agrees that no subcontract placed under this contract shall provide for payment on a cost-plus-a percentage-of-cost basis. Strict compliance with the provisions of this paragraph shall be a condition or any reimbursement by RTA of the costs of subcontracts or material purchased by Contractor. The provisions of this clause in no way limit the provision of the clause entitled "Substitution of DBE Subcontractors".

35. *Parts*

Only standard parts of units that conform in material, design and workmanship to the best procedure known in the industry shall be used. No reconditioned or obsolete parts shall be used. All parts shall be identical and interchangeable in its class.

36. *Laws of Ohio*

The rights and duties of the parties hereto shall be determined by the laws of the State of Ohio, and to that end, the contract shall be construed and considered as a contract made and to be performed in the County of Montgomery, Ohio.

37. *State Industrial Compensation*

Contractor shall comply with the state law known as the Workers' Compensation Act, Chapter 4123, Ohio Revised Code as applicable, and shall pay into the State Insurance Fund the necessary premiums required by that Act to cover all employees furnishing the services purchased under the terms of this contract and under the control of Contractor, and shall relieve RTA from any costs due to accidents or other liabilities mentioned in said Act. If Contractor is a self-insurer under the Ohio Workers' Compensation Act, and duly authorized as such by the Industrial Commission of Ohio, it shall tender to RTA proof of such status. Contractor shall, from time to time upon request, tender to RTA a certificate evidencing its compliance with the Workers' Compensation Act.

38. *Independent Contractor*

Contractor shall be and remain an independent contractor with respect to all service performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid under this contract, and further agrees to indemnify and save harmless RTA from any such contributions or taxes or liability thereof.

39. *Limited Liability*

By virtue of the provisions of Section 306.31 of the Ohio Revised Code, RTA is a political subdivision of the State of Ohio, a body corporate with all the powers of a corporation. It is understood and agreed that only the corporate entity, RTA, shall be liable hereunder.

40. *Insurance*

CONTRACTOR INSURANCE REQUIREMENTS

The Contractor shall maintain, at its own expense, throughout the period of the Contract and any extensions thereof the following minimum insurance coverages of the types and in the amounts described below that are applicable to the scope of work being performed:

- 1. Workers Compensation and Employer's Liability Insurance.** Contractor must carry Workers' Compensation Insurance (including occupational disease) in compliance with Workers' Compensation statutes of any applicable jurisdiction in which the Work is to be performed. For the attainment of Workers Compensation in monopolistic states, including Ohio, coverage must be secured through the state fund. If Contractor is a qualified self-insurer in compliance with the laws of the state, this is also acceptable. A certificate of compliance from the appropriate workers' compensation bureau or board must be provided with the certificate of insurance.

Contractor must also carry Employer's Liability Insurance with minimum limits of \$500,000 each accident; \$500,000 for disease (per employee); and \$500,000 for disease (policy limit). This policy must include Ohio "Stop Gap" coverage.

- 2. Commercial General Liability Insurance.** Contractor must carry Commercial General Liability Insurance written on ISO form CG 00 01 10 01 (or its equivalent) with

limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The general aggregate limit shall apply separately to this project. RTA (including its directors, officers, employees and volunteers) must be named as an additional insured on the CGL for liability arising out of the acts or omissions of the Contractor, including coverage for liability arising out of products and completed operations. The coverage afforded to RTA shall be primary to any other insurance carried by the RTA, and the RTA's coverage shall not contribute to any loss made pursuant to this coverage grant. Commercial General Liability coverage (including RTA's status as additional insured) shall be maintained for at least two years after completion of Contractor's work performed under this contract.

3. Commercial Auto Liability Insurance. Contractor shall carry Commercial Automobile Liability Insurance covering all owned, leased and non-owned vehicles used in connection with the work to be performed under this contract, with limits of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage. RTA shall be afforded coverage under this policy for any liability arising out of the acts or omissions of Contractor.

4. Excess/Umbrella Insurance. Contractor shall carry Commercial Excess or Umbrella Liability Insurance over the Commercial General Liability, Employer's Liability and Commercial Automobile Liability policies in the amount of \$2,000,000 combined single limit. The Excess/Umbrella policy is subject to all requirements of the underlying policies as set forth herein.

5. Builders' Risk Insurance. Contractor shall provide and maintain, during the progress of the work and until execution of the Certificate of Contract Completion, a Builder's Risk Insurance policy to cover all work in the course of construction including falsework, temporary buildings, scaffolding, and materials used in the construction process (including materials designated for the project but stored off site or in transit). The coverage shall equal the total completed value of the work and shall provide recovery at replacement cost.

a. Such insurance shall be on a special cause of loss form, providing coverage on an open perils basis insuring against the direct physical loss of or damage to covered property, including but not limited to theft, vandalism, malicious mischief, earthquake, tornado, lightning, explosion, breakage of glass, collapse, water damage, and testing/startup.

b. Coverage shall include coverage for "soft costs" (costs other than replacement of building materials) including, but not limited to, the reasonable extra costs of the architect/engineer and reasonable Contractor extension or acceleration costs. This coverage shall also include the reasonable extra costs of expediting temporary and permanent repairs to, or permanent replacement of, damaged property. This shall include overtime wages and the extra cost of express or other means for rapidly transporting materials and supplies necessary to the repair or replacement.

c. The policy shall specifically permit and allow for partial occupancy by the owner prior to execution of the final Certification of Contract Completion, and coverage shall remain in effect until all punch list items are completed.

d. The Builder's Risk deductible may not exceed \$5,000. The Contractor or subcontractor experiencing any loss claimed under the Builder's Risk policy shall be responsible for that loss up to the amount of the deductible.

e. If Contractor is involved solely in the installation of material and equipment and not in new building construction, the Contractor shall provide an Installation Floater policy in lieu of a Builder's Risk policy. The policy must comply with the provisions of this Paragraph 5.

6. Pollution Liability Insurance. If the Work involves environmental remediation, demolition or such other risks as the RTA reasonably determines create a pollution hazard, Contractor shall purchase and maintain pollution liability coverage of at least \$1,000,000 per occurrence. This policy shall cover property damage, bodily injury and cleanup/pollution remediation costs caused by a pollution event and otherwise excluded under Contractor's Commercial General Liability policy. RTA shall be afforded protection under this policy as an additional insured, including coverage for claims arising out of Contractor's products and completed operations.

7. Aircraft/Watercraft Liability Insurance. If the Contractor is using aircraft or watercraft in performance of the Work under this contract, Contractor shall disclose this to RTA prior to contract execution. Contractor shall carry aircraft and/or watercraft liability insurance, including coverage for non-owned and hired craft, and RTA shall determine the appropriate limits which must be carried by Contractor.

8. Railroad Protective Liability Insurance. If the Work is being performed within 50 feet of a railroad, Contractor shall maintain Railroad Protective Liability insurance coverage with limits of \$2,000,000 per occurrence and \$6,000,000 in the aggregate. Contractor shall name RTA and the affected railroad as additional insured(s) on such policy for liability arising out of Work performed under this contract.

9. Requirements common to all policies.

a. Contractor shall be solely responsible for reimbursing any deductible amount to the insurer, even if payment is being made on behalf of RTA as an additional insured on Contractor's policy. Any deductibles or self-insured retentions in excess of \$5,000 must be disclosed and approved in writing by RTA.

b. Contractor waives all rights of recovery it may otherwise have against RTA (including its directors, officers, employees and volunteers) to the extent these damages are covered by any of Contractor's insurance policies as required in this contract.

c. All insurance required hereunder shall be placed with insurers that have a minimum A.M. Best's rating of A-/X and shall be licensed, admitted insurers authorized to do business in the state of Ohio.

d. A certificate(s) of insurance showing that Contractor's insurance coverages are in compliance with the insurance requirements set forth below must be completed by the Contractor's insurance agent, broker, or insurance company after the contract has been awarded. All certificates (other than Ohio workers' compensation) shall provide for thirty (30) days written notice to RTA prior to cancellation or non-renewal of any insurance referred to therein. The certificate shall reference RTA's status as an additional insured with primary/noncontributory coverage under both the General Liability and Auto policies.

e. Failure of RTA to receive certificate(s) or other evidence of full compliance with these insurance requirements (or failure of RTA to identify and/or object to a deficiency in the certificate(s) that is/are provided by Contractor) shall not be construed as a waiver of Contractor's obligations to maintain such insurance. RTA shall have the right, but not the obligation, to prohibit Contractor from beginning performance under this contract until such certificates or other evidence that insurance has been placed in complete compliance with the above insurance requirements is received and approved by RTA. Contractor shall provide certified copies of all insurance policies required above within ten (10) days of written request from RTA.

f. By requiring insurance herein, RTA does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to RTA.

g. Any subcontractors engaged by Contractor to perform the Work shall comply with these insurance and indemnification provisions and shall provide primary/noncontributory coverage to RTA as set forth herein.

41. Assignability

The terms and provisions of the Contract Documents shall be binding upon RTA and the Contractor and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. The rights and obligations of the Contractor under the Contract may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way. The Contractor may subcontract a portion of its obligations to other firms or parties but only after having obtained the written approval by RTA of the subcontractor, which approval shall not be unreasonably withheld. RTA may assign its rights and obligations under the Contract to any successor to the rights and functions of RTA or to any governmental agency to the extent required by applicable laws and governmental regulations or to the extent RTA deems necessary or advisable under the circumstances.

Should RTA agree to the assignment of a contract, Contractor shall be responsible for all associated costs, including all RTA's legal fees. The total expense will be deducted from Contractor's invoice.

42. Partial Payments

RTA shall make payment to the Contractor for work actually performed and accepted by RTA, less deductions, if any, as herein provided. RTA shall withhold eight percent (8%).

Withholding is not subject to interest, nor will the RTA be liable for same. Final payment will be made in accordance with Final Payment below. All payments will be made within 30 days after acceptance by RTA.

RTA may elect to reduce retainage in accordance with applicable provisions of the Ohio Revised Code.

An escrow agreement authorizing an escrow agent mutually agreed to by the RTA and Contractor shall be established for deposit of withheld funds in accordance with applicable sections of Chapter 153 of the Ohio Revised Code.

43. *Final Payment*

After the Contractor has completed all work and made all corrections to the satisfaction of the RTA and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, as-built plans and other documents - all as required by the contract document, he may make application for final payment following the procedures for Partial Payments.

The application for final payment shall be accompanied by three (3) copies of the affidavits certifying that all work required to be performed under this contract has been fully completed in accordance with the contract document, and that all claims, liens, bills for labor and materials, and/or other obligations incurred in connection with the performance of the work, including work performed by subcontractors, have been fully paid and settled.

The date of approval of the application for final payment by the RTA for all completed items of work will be the date upon which all guarantees and warranties begin, unless otherwise noted in the RTA's approval. In cases where some predetermined amount of money has been withheld from final payment on certain contract items due to delay in their completion, as approved by the RTA, then the date of start of the guarantees and warranties on the whole amount of these particular delayed contract items will start on the date of approval of their final payments by the RTA.

44. *Waivers of Claims*

The Contractor's obligation to perform the work and complete the project in accordance with the contract document shall be absolute. Neither approval or any partial or final payment by the RTA, nor the issuance of a list of work to be completed or corrected, or any payment by the RTA to the Contractor under the contract document, nor any use or occupancy of the project or any part thereof by the RTA, nor any act of acceptance by the RTA shall constitute an acceptance of work not in accordance with the contract document.

The making and acceptance of final payment shall constitute:

- A. A waiver of all claims by the RTA against the contractor other than those arising from unsettled liens, from faulty or defective work appearing after final payment, or from failure to comply with the requirements of the contract document, or the terms of any special guarantees therein.

- B. A waiver of all claims by the contractor against the RTA, other than those previously made in writing and still unsettled.

45. *Environmental Violations*

For all contracts and subcontracts, Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 USC (1857(h)), Section 508 of the Clean Water Act, 33 USC 1368. Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Contractor shall report violations to FTA and to the U.S. EPA Assistant Administrator for Enforcement (EN0329).

46. *Release of Liens*

The lien laws of the State of Ohio shall govern all work and materials.

The Contractor shall furnish the Owner with each estimate for payment and before final payment is made, a full Release of Lien signed by all Subcontractors and Materialmen associated in any way with the work.

If any Subcontractor refuses to furnish a release or receipt in full, the Contractor may furnish a bond satisfactory to Owner to indemnify the Owner against any lien.

If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all the monies that the later may have been compelled to pay in discharging such lien, including all costs and a reasonable Attorney's fee.

47. *Certified Payrolls and Wage Determination*

The Contractor shall provide RTA with contractor and subcontractor certified copies of each weekly payroll within seven (7) days after the regular payroll date. Following a review by the Owner for compliance with state and federal labor laws, the payroll copy shall be retained for later review by FTA.

A contractor may use the Department of Labor Form WH-347, "Optional Payroll Form", which provides for all the necessary payroll information and certifications. This Department of Labor form may be purchased at nominal cost from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

Prevailing Wages shall be paid in accordance with the Federal Wage Decision and the Ohio Department of Industrial Relations Wage Determination Schedule(s) effective during the period of the Contract and as provided for in Sections 4115.02 through 4115.16 of the Ohio Revised Code. The higher rate per classification will be used.

Each Contractor must submit an affidavit that Prevailing Wages have been paid prior to receipt of final payment.

48. *Contractor's Superintendence*

The Contractor shall keep the same competent superintendent and any necessary assistants on the work during its progress. All shall be satisfactory to the Project Manager.

Superintendent shall have previous experience in this type of work and shall maintain progress schedule and be authorized to make field decisions in the absence of the Contractor. He shall not be required to perform work not related to administering, expediting or coordinating the work under this Contract.

The Contractor shall attend to every part of the work personally, or through his competent foremen, who shall be constantly on the work, lay it out and give all necessary lines, levels, patterns and dimensions according to the accompanying drawings and these Specifications, and shall verify that Drawings and Specifications are observed by all subcontractors and employees.

He shall inspect all materials when delivered and see that they are properly stored and protected from damage until used and must keep himself familiar with the working drawings, scale and full size details and Specifications concerning all parts of the work at all times, and must report to the Project Manager for correction of apparent errors, either in the drawings or Specifications, as soon as discovered.

The Contractor shall provide a Project Manager during the entire duration of the delivery, installation and field testing of the **BUS WASH, FUEL BAY, AND SERVICE LANE RENOVATION** at the job site.

49. *Safety*

The Contractor should be aware that RTA is a constantly operating organization, with activity 24 hours a day, seven days a week.

It is the intention of the RTA to protect RTA employees, customers and property from harm due to Contractor activity, and to reduce RTA's liability exposure limits regarding safety and environmental infractions.

During the pre-construction or post award meeting, the RTA will provide upon request RTA's System Wide Safety Manual and any additional required information to assure that contractors comply with RTA's safety rules.

In addition, the RTA expects all contractors and sub-contractor to comply with and abide with any and all applicable regulatory standards.

Some special and unique safety and environmental concerns found at RTA and incumbent upon the contractor and sub-contractor include:

- A. RTA is a 24-hour per day operation.
- B. Multiple sized vehicles move about the interior and exterior of most buildings, 24 hours per day. Please be advised that set traffic patterns have been established and must be followed.
- C. Operators of all equipment are expected to be certified to operate appropriate equipment.
- D. Restrictive rules apply to running of engines inside all buildings.
- E. Restrictive storm water pollution rules apply.
- F. Material safety data sheets must be provided for all materials used. Specific notification is required if a product to be used on the job has been classified as an "extremely hazardous material".
- G. Building evacuation procedures.
- H. Fire safety and prevention procedures.
- I. First aid procedures.
- J. Hazardous material safety

50. *Compliance with RTA Security Measures*

All contractors are required to display an identification badge supplied by RTA while on RTA premises. Badges must be worn where they can be seen at all times. This requirement applies to every employee of all contractors and/or subcontractors. All contractors' employees are also required to wear clothing which identifies the company for which they

work (i.e., uniform, hard hat, jacket, etc.). Badges must be obtained from the Project Manager and must be returned upon completion of the project. A fee will be charged for any badges that are lost or not returned, and will be deducted from the final project invoice.

51. *Occupancy during the Work*

The building scheduled for improvements will not be used during the work of this contract.

52. *Site Access*

Access will be restricted to those areas designated by the Owner. Protection must be provided to insure damage does not occur. In the event that Contractor operations result in any damage, damages shall be repaired within 24 hours at no additional cost to the RTA.

53. *Parking*

Limited parking will be made available for contractor's employees.

54. *Project Signs*

No project signs will be allowed on the project other than a project sign provided by Owner.

55. *Differing Site Conditions*

- A. The contractor shall promptly, and before the conditions are disturbed, give a written notice to the project manager of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- B. The project manager shall investigate the site conditions promptly after receiving notice. If the conditions do materially differ and cause an increase or decrease in the contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.
- C. No request by the contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the contractor has given written notice required; provided that the time prescribed in (a) above for giving written notice may be extended by the owner.
- D. No request by the contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

56. *Site Investigation and Conditions Affecting the Work*

- A. The contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or

its costs, including but not limited to (1) conditions bearing upon transportation, disposal handling, and storage of materials; (2) the availability of labor, water, electric power and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the grounds; and (5) the character of equipment and facilities needed preliminary to and during work performance. The contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the RTA, as well as from the drawings and specifications made a part of this contract. Any failure of the contractor to take the actions described and acknowledged in this paragraph will not relieve the contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the RTA.

- B.** The RTA assumes no responsibility for any conclusions or interpretations made by the contractor based on the information made available by the RTA. Nor does the RTA assume responsibility for any understanding reached or representation made concerning conditions, which can affect the work by any of its officers or agents before the execution of the contract, unless the understanding or representation is expressly stated in the contract.

57. *Other Contracts*

The RTA may undertake and award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with RTA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any directions that may be provided by the Project Manager. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor or by RTA employees.

58. *Protection of Existing Vegetation, Structures, Equipment and Utilities and Improvements*

- A.** The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs and grass) on or adjacent to the work site, which was not to be removed and which do not unreasonably interfere with the work required under the contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the project manager.
- B.** The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of

the contract or failure to exercise reasonable care in performing the work. If the contractor fails or refuses to repair the damages promptly, the owner may have the necessary work performed and charge the cost to the contractor.

59. *Operations and Storage Areas*

- A. The Contractor shall confine all operations (including storage of materials) on RTA premises to areas authorized or approved by the Owner. The Contractor shall hold and save the RTA, its officers and agents, free and harmless from liability of any nature occasioned by the contractor's performance.
- B. Temporary buildings (e.g., storage sheds, shop, offices) and utilities may be erected by the contractor only with the approval of the Project Manager and shall be built with labor and materials furnished by the contractor without expense to the RTA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Project Manager, the buildings and utilities may be abandoned and need not be removed.
- C. The contractor shall, under regulations prescribed by the project manager, use only established roadways, or use temporary roadways constructed by the contractor when and as authorized by the Project Manager. When materials are transported in performing the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state or local law or regulation. When it is necessary to cross curbs or sidewalks, the contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks or roads.

60. *Accident Prevention*

- A. The Contractor shall provide and maintain work environments and procedures which will (1) safeguard the public and RTA personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; (2) avoid interruptions of RTA operations and delays in project completion dates; and (3) control costs in the performance of this contract.
- B. For these purposes of contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall:
 - (1) Provide appropriate safety barricades, signs, and signal lights;
 - (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and
 - (3) Ensure that any additional measures the Project Manager determines to be reasonably necessary for the purposes are taken.
- C. If this contract is for construction or dismantling, demolition or removal of improvements with any Department Of Transportation agency or component, the

Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

- D. Whenever the Owner or its representatives become aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or RTA personnel, the project manager shall notify the contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Owner may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.
- E. The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of parties, in subcontracts.

Alternate I

If the contract will involve (a) work of a long duration with hazardous nature, or (b) performance on a government facility that on the advice of the technical representatives involves hazardous materials or operations that might endanger the safety of the public and/or RTA personnel or property, add the following paragraph (f) to the basic clause:

- F.** Before commencing the work, the contractor shall:
 - (1) Submit a written proposal plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and
 - (2) Meet with representatives of the RTA to discuss and develop a mutual understanding relative to administration of the overall safety program.

61. Availability and Use of Utility Services

- A. The RTA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. The Contractor shall carefully conserve any utilities furnished.
- B.** The Contractor, at its expense and in a workmanship manner satisfactory to the Project Manager, shall install and maintain all necessary temporary connections and distribution lines. Before final acceptance of the work by the RTA, the contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

62. *Schedules for Construction Contracts*

- A. The Contractor shall, within five (5) days after the work commences on the contract or another period of time determined by the Project Manager, prepare and submit to the Project Manager for approval three copies of a practicable schedule and show the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled within the time prescribed. The Owner may withhold approval of progress payments until the contractor submits the required schedule.
- B. The Contractor shall enter the actual progress on the chart as directed by the Project Manager, and upon doing so shall immediately deliver three copies of the annotated schedule to the Project Manager. If, in the opinion of the Project Manager, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Project Manager, without additional cost to the RTA. In this circumstance, the Owner may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Project Manager deems necessary to demonstrate how the approved rate of progress will be regained.
- C. Failure of the Contractor to comply with requirements of the Owner under this clause shall be grounds for a determination by the Owner that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Owner may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

63. *Layout of Work*

The Contractor shall lay out its work from RTA established base lines and benchmarks indicated on the drawings, and shall be responsible for all measurements in connections with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Project Manager. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Project Manager until authorized to remove them. If such marks are destroyed by the Contractor through its negligence before their removal is authorized, the Project Manager may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

64. *Organization and Direction of the Work*

- A. When the contract is executed, the Contractor shall submit to the Project Manager a chart showing the general executive and administrative organization, the personnel to be employed in connection with the work under the contract, and their respective duties. The Contractor shall keep the data furnished current by supplementing it as additional information becomes available.
- B. Work performance under the contract shall be under the full-time direction of (1) the Contractor, if the Contractor is an individual; (2) one or more principal partners, if the Contractor is a partnership; or (3) one or more senior officers, if the Contractor is a corporation, association, or similar legal entity. However, if the Project Manager approves, the Contractor may be represented in the direction of the work by a specific person or persons holding positions other than those identified in this paragraph.

65. *Specifications and Drawings for Construction*

- A. The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the owner and its representatives access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the project manager, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Project Manager shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.
- B. Wherever in the specifications or upon the drawings the words "directed, required, ordered, designated, prescribed", or words of like import are used, it shall be understood that the direction, requirement, order, designation, or prescription, of the owner is intended; and similarly the words "approved, acceptable, satisfactory", or words of like import shall mean approved by, or acceptable to, or satisfactory to the owner, unless otherwise expressly stated.
- C. When "as shown, as indicated, as detailed", or words of like import are used, it shall be understood that the reference is made to the drawings accompanying the contract unless stated otherwise. The word "provide", as used herein, shall be understood to mean provide completed in place that is, furnished and installed.
- D. Shop drawings means drawings, submitted to the Project Manager by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions

of the work required by the contract. The RTA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the contract.

- E. If the contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Project Manager without evidence of the Contractor's approval may be returned for resubmission. The Project Manager will indicate an approval or disapproval of the shop drawings, and if not approved as submitted, shall indicate reasons therefor. Any work done before such approval shall be at the contractor's risk. Approval by the Project Manager shall not relieve the contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of the contract, except with respect to variations described and approved in accordance with (f) below.
- F. If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the project manager approves any such variations, the RTA shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- G. The Contractor shall submit a minimum of four (4) "owner's copies" for each shop drawing and submittal. The owner will retain one (1) copy during construction for Owner's purposes. Upon completion of the job, the Contractor shall provide the Owner with three (3) original copies. Any additional copies required by the Contractor shall also be provided. Owner will review each submittal, mark as appropriate to indicate action taken, and return copies less one (1) retained. As an example, if the Contractor needs three (3) copies of a submittal (one for the vendor, one for a subcontractor and one for the Contractor), the Contractor shall provide a minimum of seven (7) copies (three for the Contractor's purposes, three for the Contractor to submit with three copies of operation and maintenance manuals upon completion of the job, and one copy for the owner to utilize during construction).
- H. Upon completing the work under the contract, the Contractor shall furnish three (3) complete sets of all shop drawings as finally approved, to be included in the operation and maintenance manuals. These drawings shall show all changes and revisions made up to the time the project is completed and accepted by the RTA.

66. *Pre-construction Conference*

If the Owner decides to conduct a pre-construction conference, the successful Contractors will be notified and will be required to attend. The Project Manager's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

67. *Material and Workmanship (based on APR 1984)*

- A. All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- B. The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the contracting officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery, mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles that the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the contractor's expense, with all shipping charges prepaid. machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.
- C. All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable (R 7-602.9 1964 Jun).

68. *Superintendence by the Contractor (based on APR 1984)*

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor. Each prime contractor shall provide superintendence for work covered by respective prime contract and to coordinate his work with the other Prime Contractors and the Construction Manager. The Construction Manager shall also provide superintendence over all other contracts.

69. *Permits and Responsibilities (based on NOV 1991)*

The Contractor shall, without additional expense to the Greater Dayton Regional Transit Authority, be responsible for obtaining any necessary licenses and permits, and for complying with any federal, state, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

70. *Use and Possession Prior to Completion*

- A. The Greater Dayton Regional Transit Authority shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the administrative team shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Greater Dayton Regional Transit Authority intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Greater Dayton Regional Transit Authority's possession or use shall not be deemed an acceptance of any work under the contract.
- B.** While the Greater Dayton Regional Transit Authority has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Greater Dayton Regional Transit Authority's possession or use, notwithstanding the terms of the clause in this contract entitled "permits and responsibilities". If prior possession or use by the Greater Dayton Regional Transit Authority delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

71. *Cleaning Up (based on APR 1984)*

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Greater Dayton Regional Transit Authority. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer. Clean up is the specific responsibility of each separate contractor. The Construction Manager will ensure all contractors have adequately performed cleanup tasks. Cleanup shall take place on a daily basis.

72. *Disputes Concerning Labor Standards*

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

73. *Certification of Eligibility*

By entering into this agreement or a third party contract financed under this agreement, the Contractor certifies that neither it (nor he nor she) nor any person or firm that has an interest in the Contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

The penalty for making false statements as prescribed in the U.S. Criminal Code, 18 USC Section 1001.

74. *Environmental, Resource Conservation and Energy Requirements*

Environmental Protection: The Contractor agrees to comply with applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 USC Section 4321 *et seq.*; Section 14 of the Federal Transit Act, as amended, 49 USC app. Section 1610; Council in Environmental Quality Regulations, 40 CFR Part 1500 *et seq.*; and joint FHWA/FTA Regulations, "Environmental Impact and Related Procedures" at 23 CFR Part 771 and 49 CFR Part 622.

Air Quality: The Contractor agrees to comply with applicable requirements of EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plan, Programs, and Project Developed, Funded or Approved Under Title 23 USC or The Federal Transit Act," 40 CFR Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93. To support the requisite air quality conformity finding for the Project, the Contractor agrees to implement each air quality mitigation and control measure incorporated in the Project. The Contractor agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the description of the design concept and scope of the Project set forth in the SIP.

EPA also imposes requirements pertaining to the Clean Air Act, as amended that may apply to transit operators, particularly operators of large transit bus fleets. Thus, the Contractor should be aware that the following EPA regulations, among others, may apply to this Project; "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines", 40 CFR Part 85; "Control of Air Pollution and New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures", 40 CFR Part 86; and "Fuel Economy of Motor Vehicles", 40 CFR Part 600.

Use of Public Lands: No publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local officials having jurisdiction thereof, or any and from an historic site of national, state, or local significance may be used for the Project unless specific findings required by 49 CFR Section 303 are made by U.S. DOT.

Mitigations of Adverse Environmental Effects: Should the proposed Project cause adverse environmental effects, the Contractor agrees to take all reasonable steps to minimize such effects pursuant to 49 USC app. Section 1610, all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622. The Contractor agrees to undertake all environmental mitigation measures that may be identified as commitments in applicable environmental documents (such as environmental assessments, environmental impact statements, memoranda of agreements, and statements required by 49 USC Section 303) and with any conditions imposed by the government as part of a finding of no

significant impact or a record of this Agreement by reference. As soon as the government and the Contractor reach agreement on any mitigation measures that have been deferred, those measures will then be incorporated into this Agreement. Such mitigation measures may not be modified or withdrawn without the express written approval of the government.

75. *Labor and Materialmen Bond*

The successful Bidder shall supply a separate Labor and Materialmen Bond with a surety in the amount equal to 100 percent of the total Contract award amount.

76. *Builders Risk Insurance*

Contractor shall provide builders risk insurance coverage covering both the interests of the Owner, Contractor and all applicable subcontractors in accordance with the following:

- A. Said policy of insurance to be written utilizing either a) the 1995 ISO Builders Risk Coverage form CPOO 20 with special causes of loss, form CP 20 30 11 attached and endorsed to include the perils of flood, surface water, backup of sewers and drains, and earthquakes or b) an inland marine builders risk coverage form which is certified by the insurance underwriter to be no more restrictive than the iso form CP 00 20, 1995 edition.
- B. The policy will carry a maximum deductible of \$1,000-\$5,000, depending on the size of the project. The Contractor will be financially responsible for absorbing all losses within the deductible.
- C. The policy will be written on a completed value basis. The limit will be equal to 100% of the total contract award amount.
- D. Valuation for all property, including but not limited to property of others in the insured's care, custody and control, will be replacement cost.
- E. Policy will be endorsed to cover property in transit.
- F. Policy will be endorsed to cover off-site storage of building materials, contents, and supplies.
- G. Policy will be endorsed to include form CP 11 21 builders risk-theft of building materials.
- H. Policy shall be endorsed to provide owner with the right to approve/disapprove all settlements.
- I. Contractor shall provide Owner with a certificate of insurance evidencing each of the above items prior to initiating any construction activity. Said certificate of insurance will include a provision providing the Owner with 30 days written notice of cancellation, material change or non-renewal. The standard "endeavor to" wording will be deleted from any certifications provided by the Contractor to the Owner.

- J. It is agreed that all coverage placed by the Contractor on behalf of the Owner shall be underwritten by an insurance company licensed and admitted by the State of Ohio. Said insurance company will carry a current minimum A.M. best rating of A-7.

77. *Excusable Delays*

Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the RTA in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performances.

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

- A. The subcontracted supplies or services were obtainable from other sources.
- B. The RTA ordered the contractor in writing to purchase these supplies or services from the other source; and
- C. The Contractor failed to comply reasonably with this contract.

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

78. *Trade Secret Notification*

Under Ohio Law, a bid document may be a public record unless it meets an exception under the Public Records Law. One such exception is for trade secrets. Trade secrets must be treated with confidentiality. However, the bidder must notify the RTA in all of their bid documents as to which portions of their bid documents constitute trade secrets and are to be treated as confidential. As bidder, it is your responsibility to mark those parts of the bid, which you wish to have treated as confidential. While this does not assure that these portions of the document will constitute a trade secret and be exempt from public records requests under Ohio Law, in the absence of notice from you to us that those documents are to be treated as trade secrets and to be held confidential, they will be made available to the public upon a public records request unless another exception applies to exempt them from disclosure.

79. *Changes in the Work/Change Orders*

Oral changes are not permitted. No change in the contract shall be made unless the RTA gives prior written approval therefor. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting any change in the work not authorized by the RTA in writing.

The Contractor shall submit to the RTA a detailed pricing and schedule proposal for the work to be performed under the change order. The proposal may be accepted by the RTA or may be modified by negotiations between the Contractor and RTA. A change order amendment shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the contract "Disputes" clause. Regardless of any disputes, the Contractor shall proceed with the work ordered, provided the Contractor has obtained the prior concurrence of RTA.

80. *Late Submissions, Modifications, and Withdrawals of Bids*

Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered.

The exact time (also referred to as official time) is the date and time the bid is actually received in the RTA's Procurement Department.

The only acceptable evidence to establish the time of receipt at the RTA office is the time/date stamp of the RTA on the bid wrapper or other documentary evidence of receipt maintained by the RTA.

Bids may be withdrawn by written or telegraphic request received from bidders prior to the time set for the receipt of bids. Bids may be withdrawn in person by a bidder or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the bids before award.

81. *Duty to Inform*

If at any time during the performance of this contract, the Contractor becomes aware of actual or potential problems, fault defect in the project or any nonconformance with any contract document, federal, state or local law, rule or regulation, the Contractor shall give immediate notice thereof to the RTA's Purchasing Agent.

SECTION III

FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED CLAUSES

FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED CLAUSES

1. No Obligation by Federal Government

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party of this contract and shall not be subject to any obligations or liabilities to the Purchaser, 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 FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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

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. § 5307, the Government reserves the right to impose the penalties of 18 U.S. C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

3. Audit and Inspection of Records

Contractor shall permit the authorized representatives of RTA, its member entities, the Ohio Auditor of State, the U.S. Department of Transportation, and the Comptroller General of the United States access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts and transcriptions until the expiration of three (3) years after final payment under this contract. Contractor further agrees to include all its subcontracts hereunder, a

provision to the effect that the subcontractor agrees that RTA, its member entities, the Ohio Auditor of State, the U.S. Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to books, documents, papers and records of such subcontractor involving transactions, related to the subcontractor for the purpose of making audit, examination, excerpts and transcriptions. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontractor or purchase orders for public utility services at rates established for uniform applicability to the general public.

The periods of access and examination described above, for records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation of the settlement of claims arising out of the performance of this contract, or (3) costs and expense of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed.

4. *Federal Requirement Changes*

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (7) dated October 2000) 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.

5. *Contract Termination*

A. Termination for default

In the event contractor defaults in the performance of any of its obligations under this contract, RTA shall have (in addition to and not in lieu of, all other rights, remedies and damages to which it may be entitled by reason of such default) the right and option to terminate this contract. In the event RTA exercises such right and option to terminate for default, RTA shall be obligated to pay only for work performed and accepted by RTA prior to the date upon which RTA gives contractor written notice of termination for default, less 1) the amount of all damages suffered by RTA by reason of such default and 2) any amount by which the commercially reasonable cost of correcting the default and/or completing the work exceeds the unpaid portion of amount which would have paid hereunder; if the sum of 1) and 2) plus all amounts previously paid exceed the value of the work performed and accepted by RTA prior to the giving of written notice of default, contractor shall be liable to RTA for such excess.

B. Termination for convenience

RTA may terminate this contract at any time at its convenience by giving notice in writing to contractor, which notice shall state that it is a notice of termination for the convenience of RTA and shall specify the effective date of termination. Contractor shall promptly submit its termination claim, to RTA, and the parties shall negotiate the termination settlement to be paid contractor. Contractor shall be

paid pursuant to the contract for costs and expenses accrued to the date of termination. In such event, amounts previously paid to contractor shall be credited against any amounts determined to be due to contractor pursuant to this paragraph. Upon receipt of the notice of termination contractor shall immediately cancel its outstanding orders for procurement of materials, supplies and other miscellaneous goods.

- C. In the event of termination either for default or for the convenience of RTA, contractor shall account for any property in its possession paid for from funds received from RTA, or property supplied to contractor by RTA.

6. *Title VI, Civil Rights Act of 1964, Compliance*

The Greater Dayton Regional Transit Authority (RTA), in accordance with Title VI of the Civil Rights Act of 1964, as amended, 78 Stat. 252, 42 U.S.C. 2000d et seq. and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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

- A. Compliance with regulations: The contractor shall comply with the regulations 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 the regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, creed, sex, age, 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.
- C. Solicitations for subcontracts, 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, creed, sex, age or national origin.

- D. 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 RTA or the Federal Transit Administration (hereinafter, "FTA") 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 RTA, or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for noncompliance: In the event of the contractor's noncompliance with nondiscrimination provisions of this contract, the RTA shall impose contract sanctions as it or the fta may determine to be appropriate, including, but not limited to:
- (1) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - (2) Cancellation, termination, or suspension of the contract, in whole or in part.
- F. 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 subcontract or procurement as the RTA or the fta 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 RTA to enter into such litigation to protect the interests of the RTA, and, in addition, the contractor may request the united states to enter into such litigation to protect the interests of the United States.

7. *Nondiscrimination*

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

Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, creed, sexual orientation, gender identity, disability, age, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during the employment without regard to their race, religion, color, creed, sexual orientation, gender identity, disability, age, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Contractor agrees to post in accessible places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment

without regard to race, religion, color, creed, sexual orientation, gender identity, disability, age, or national origin.

Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of Contractor's commitments under this section, and shall post copies of the notice in accessible places available to employees and applicants for employment. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by FTA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further RTA contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

Contractor will include the foregoing provisions of this paragraph in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor.

Contractor will take such action with respect to any subcontract or purchase order as RTA may direct as a means of enforcing such provisions, including sanctions for noncompliance, providing, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by RTA, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

8. *Disadvantaged Business Enterprise Participation*

A. POLICY

It is the policy of the Department of Transportation (DOT) that DBE's, as defined in 49 CFR, Parts 23 and 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. The Disadvantaged Business requirements of these sections apply to this agreement.

B. DBE OBLIGATION

The recipient or its Contractor agrees to ensure that DBE's, as defined in 49 CFR Parts 23 and 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Parts 23 and 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, religion, color, creed, sex, disability, age or national origin in the award and performance of DOT-assisted contracts.

Further, the Department of Transportation's Regulation 49 CFR Parts 23 and 26 requires recipients to set goals consistent with our own circumstances.

In keeping with that requirement, the RTA has established a DBE goal of **15%** for this project. Any bidder that fails to comply with the goal or make good faith efforts shall not be eligible to be awarded this contract.

C. PROCEDURE

DBE'S are required to be certified, prior to submission of bid, under the Federal Unified Certification Program (UPC), by the Ohio Department of Transportation (ODOT) or the City of Dayton's Human Relations Council. Please note that the City of Dayton's other socio-economic programs are not acceptable. The certification application is available upon request from ODOT at <http://www.dot.state.oh.us/divisions/odi/sdbe/pages/default.aspx> or by calling 614/466-7699. The City of Dayton may be reached at 937/333-1403. The application is to be completed by all dbe firms and submitted to ODOT or the City of Dayton, who will review and approve or disapprove the firm as a DBE.

D. GOOD FAITH

To demonstrate that sufficient reasonable efforts were taken to meet the DBE contract goal, the bidder shall document the steps it has taken to obtain DBE participation including but not limited to the following:

- (1) Whether the contractor/supplier solicited through all reasonable and available means (attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capacity to perform the work of the contract;
- (2) Whether the contractor/supplier solicited this interest within sufficient time to allow the DBEs to respond to the solicitation;
- (3) Whether the contractor/supplier took appropriate steps to follow up initial solicitations.
- (4) Whether the contractor/supplier selected portions of work to be performed by DBE's to increase the likelihood that DBE goals will be achieved

(including, when appropriate, dividing contracts into economically feasible units to facilitate participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces);

- (5) Whether the contractor/supplier provided adequate information about plans, specifications, and/or bidder requirements of the contract in a timely manner to assist them in responding to a solicitation;
- (6) Whether the contractor/supplier negotiated in good faith with interested DBEs.
 - (a) It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - (b) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (7) Whether the contractor/supplier rejected DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
- (8) Whether the contractor/supplier made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

- (9) Whether the contractor/supplier made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (10) Whether the contractor/supplier effectively used the services of available contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- (11) In determining whether a bidder has made good faith efforts, the RTA may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, RTA may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, the RTA may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

E. DBE PROGRAM DEFINITIONS, AS USED IN THE CONTRACT:

- (1) *Disadvantaged Business Enterprise means a small business concern:*
 - (a) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
 - (b) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- (12) Small business concern means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and the Small Business Administration regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 26.65(b).
 - (a) Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is —
 - (b) Any individual who a recipient finds to be socially and economically disadvantaged on a case-by-case basis.

- i. Any individual in the following groups, members of which are reputedly presumed to be socially and economically disadvantaged:
- ii. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
- iii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- iv. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- v. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong.
- vi. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
- vii. Women;
- viii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

Tribally owned concern means any concern at least 51 percent owned by an Indian tribe as defined in this section.

F. ASSURANCES

(13) Federal Financial Assistance Agreement Assurance:

RTA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this

agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the [Recipient] of its failure to carry out its approved program, the Department may impose sanction as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

(14) Contract Assurance:

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

E. DISADVANTAGED BUSINESS ENTERPRISE SUBSTITUTIONS:

It is strictly prohibited that a Contractor change the DBE(s) identified in a contract. If bidders/proposers submit the names and addresses of DBE firms that will participate in a contract; a description of the work that each DBE will perform; the dollar amount of the participation of each DBE firm, etc., changes cannot be made without prior approval of the DBE Officer. Furthermore, the Contractor may not terminate a subcontract agreement, reduce the scope of work nor decrease the proposed price to the DBE without prior approval of the DBE Officer. Should a Contractor determine that it is necessary to request the substitution of a DBE for reasons such as default on the part of the DBE, poor work performance, etc., the Contractor must request in writing authorization to make a change, prior to subcontracting with other certified DBE's.

Should it be determined that a need exists to request a substitution of a DBE or modify a DBE's contract, the following steps are to be taken:

- (1) The Contractor must notify the DBE Officer in writing of the necessity to reduce, modify or terminate a DBE's contract and when necessary, propose a substitute firm to fulfill the commitment. This notification should include the rationale for the proposed substitution. Examples of acceptable reasons would be as follows:
 - (a) A committed DBE was found unable to comply with the contract within the required timeframe.
 - (b) A DBE was discovered not to be bona fide.
 - (c) The DBE desires to make significant changes in the contract.

- (2) The request should include the name, address and principal official of any proposed substitute, as well as the dollar value and specification/scope of work of the proposed contract or change order.
- (3) RTA will review and evaluate the submitted documentation and respond to the request as soon as practicable. The RTA retains the right to request additional information or request an interview.
- (4) A change must not be made until approved by RTA. The Contractor will then provide RTA with an executed copy of the DBE contract or change order with signatures of both parties to the agreement, within five (5) days.
- (5) The RTA will not approve additional monies for escalated costs incurred by a Contractor when a substitution is necessary.

9. *Contract Assurance (Nondiscrimination Assurance)*

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

10. *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, dated November 1, 2008, as amended, 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 Greater Dayton RTA requests which would cause RTA to be in violation of the FTA terms and conditions.

11. *Debarment and Suspension*

The Contractor agrees to comply with U.S. Department of Transportation regulations, "Government Debarment and Suspension (Non-procurement)", 2 CFR Part 1200 and 2 CFR Part 180, and otherwise comply with the requirements of those regulations. This includes the requirement of the bidder to submit the Certification of Primary Contractor Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion for all projects when the total aggregate value of the Contract exceeds \$25,000 and to submit a Certification of Lower Tier Participation Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusions for each subcontractor which will have a financial interest in this Project which exceeds \$25,000 or will have a critical influence on or a substantive control over the Project.

During the term of the Contract the Contractor agrees to immediately notify RTA of 1) any potential subcontractor that is subject to this provision and to submit the appropriate certification prior to award of the subcontract, 2) any information that its certification or certification of its subcontractors was erroneous when submitted, 3) any information that certifications have become erroneous by reason of changed circumstances.

The Contractor shall submit with each request for payment a list of all subcontractors to this contract which have a financial interest in this Project which exceeds \$25,000 or have had a critical influence on or substantive control over the Project and submit evidence that the appropriate certificates have been submitted and that they remain valid.

RTA will not make payment to the Contractor or subcontractor which 1) does not comply with this contract provision, or 2) is not in compliance with the above cited federal requirements.

12. *Buy America Act*

The Contractor is to be governed by the latest provisions of the “Buy America” clause of the Surface Transportation Assistance Act of 1982, as amended, terms and conditions established under this act will apply, and execute the “Buy America” Certificate made a part of this document. See Title 23, Section 169, below:

Section 169

- A. Notwithstanding any other provisions of law, the Secretary Of Transportation shall not obligate any funds authorized or appropriated by this act or by an act amended by this act or, after the date of enactment of this act, Title 23, United States Code, the Urban Mass Transportation Act of 1964, or the Surface Transportation Assistance Act of 1978, as amended, terms and conditions established under this act will apply, and administered by the Department Of Transportation, unless steel, iron, and manufactured products used in such project are produced in the United States.
- B. The Provisions Of Subsection “A” of this section shall not apply where the Secretary finds:
 - (1) That their application would be inconsistent with the public interest.
 - (2) That such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
 - (3) In the case of procurement of bus or other rolling stock (including train control, communication and traction power equipment) under the Urban Mass Transportation Act of 1964, that:
 - (a) The cost of components which are produced in the United States is more than 60 per centum (60%) of the cost of all components of the vehicle or equipment described in this paragraph; and

- (b) Final assembly of the vehicle or equipment described in this paragraph has taken place in the United States.
 - (4) That inclusion of domestic material will increase the cost of the overall project contract by more than ten per centum (10%) in the case of projects for the acquisition of rolling stock, and twenty-five per centum (25%) in the case of all other projects.
- C. For the purposes of this section, in calculating components costs, labor costs involved in final assembly shall not be included in the calculation.
- D. The Secretary of Transportation shall not impose any limitation or condition on assistance provided under this act, the Urban Mass Transportation Act of 1964, the Surface Transportation Assistance Act of 1968, as amended, terms and conditions established under this act will apply, or Title 23, United States Code, which restricts any state from imposing more stringent requirements than this section on the use of articles, materials and supplies mined, produced or manufactured in foreign countries in projects carried out with such assistance or restricts any recipient of such assistance from complying with such state imposed requirements.
- E. Section 401 of the Surface Transportation Assistance Act of 1978 is repealed.

13. *Disputes*

Any dispute arising under this contract, which is not disposed by agreement, shall be decided by RTA, which shall reduce its decision to writing and furnish a copy of same to Contractor. RTA's obligation to provide a written decision shall be limited to its providing a written statement setting forth its conclusion; it shall not be required to state its reasoning, although it may choose to do so.

Pending any administrative decision or litigation concerning any dispute arising under this contract, Contractor shall proceed diligently with the performance with this contract.

14. *Lobbying*

During the term of this Contract the Contractor agrees to comply with the provisions of 31 USC Section 1352, which prohibits the use of federal funds for lobbying by any official or employee of any federal agency, or member or employee of Congress; and requires the Contractor to disclose any lobbying of any official or employee of any federal agency, or member or employee of Congress in connection with federal assistance. The Contractor agrees to comply with U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20 and include these requirements in any subcontract, which exceeds \$25,000.

The Contractor and all subcontractors in receipt of contracts exceeding \$25,000 shall submit Standard Form LLL quarterly to RTA. The Contractor shall also submit with each request for payment 1) a list of each contractor and subcontractor that is subject to the Lobbying Certifications, 2) certifications or evidence of certification for all subcontractors, 3) information regarding material changes in the previous certifications or

disclosures, and 4) Standard Form LLL or evidence that the form was previously submitted to RTA.

RTA will not make any payment to the Contractor or subcontractor which 1) does not comply with the contract provisions, or, 2) is not in compliance with the above-cited federal requirements.

15. *Clean Water Act/Clean Air Act*

Contractor must comply with the requirements of Section 508 of the Clean Water Act, as amended, 33 U.S.C. Section 1368, and other appl. req. of the CWA, as amended, 33 U.S.C. Section 1251-1377 and Section 306, as amended, 42 U.S.C. Section 7414, and other applicable of the Clean Air Act, as amended, 42 U.S.C. Section 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. Sections 7401-7671q, which prohibits the use of facilities included in the Environmental Protection Agency (EPA) "List of Violating Facilities." This provision also requires the reporting of any violations to RTA and the EPA.

16. *Cargo Preference - Use of United States Flag Vessels*

The Contractor agrees:

- A. To utilize privately owned United States-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- B. To furnish within 20 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 bill-of-lading in English for each shipment of cargo described in the paragraph above, to the RTA (through the prime Contractor) and the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, marked with appropriate identification for the project.
- C. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

17. *Fly America*

The Recipient understands and agrees that the federal government will not participate in the costs of international air transportation of any persons involved in or property acquired for the project unless that air transportation is provided by U.S.-flag air carriers to the extent service by these carriers is available, in accordance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and with U.S. General Services Administration (U.S. GSA) regulations pertaining to the use of United States flag air carriers, at 41 C.F.R. § 301-10.131 thru 301-10.143.

18. *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 42 U.S.C. Sections 7701 et seq. and Department of Transportation Seismic Safety Regulations 49 CFR Part 41 Sections 41.117 and 41.120 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.

19. *Energy Conservation*

Contractor shall recognize 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, as amended, 42 U.S.C. Sections 6321 et seq.

20. *Recycled Products*

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

21. *Intelligent Transportation Systems*

Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue. Consequently, third party contracts involving ITS are likely to require provisions to ensure compliance with Federal requirements.

22. *Americans with Disabilities Act (ADA)*

The Contractor agrees to comply with, and assure that any subcontractor under this Project complies with all applicable requirements for the American with Disabilities Act (ADA) of 1990, as amended, 42 U.S.C. Section 12101 et seq. and 49 U.S.C. Section 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. Section 1612, and the following regulations and any amendments thereto:

- A. U.S. DOT Regulations, "Transportation Services for Individuals with Disabilities (Ada)," 49 C.F.R. Part 37;
- B. U.S. DOT Regulations, "Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

- C. U.S. DOT Regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38; And 36 C.F.R. Part 1192.
- D. Department of Justice (DOJ) Regulations, Nondiscrimination on the basis of Disability In State And Local Government Services," 28 C.F.R. Part 35;
- E. Department of Justice (DOJ) Regulations, "Nondiscrimination on the basis of disability by public accommodations and in commercial facilities," 28 C.F.R. Part 36;
- F. General Services Administration, "Construction and Alteration of Public Building." Accommodations of the Physically Handicapped," 41 C.F.R. Part 101-19;
- G. Equal Employment Opportunity Commission (Eeoc) "Regulations to implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- H. Federal Communications Regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- I. FTA Regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

23. *Contract Work Hours and Safety Act*

Mechanics and laborers are required to be paid on the basis of a standard 8-hour workday and a 40-hour workweek. Any work in excess of eight (8) hours a day or 40 hours a week must be compensated at a rate no less than 1-1/2 times the worker's base rate. Further, no laborer or mechanic will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous, as determined under the standards established by the Secretary of Labor.

24. *Drug and Alcohol Rules*

The Greater Dayton Regional Transit Authority (RTA) is required to comply with the Federal Transit Administration's drug and alcohol rule, 49 CFR Part 655. This rule requires RTA to ensure that any entity performing a safety-sensitive function on our behalf implement a drug and alcohol program which complies with the following clause:

“The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State of Ohio, or Greater Dayton Regional Transit Authority to inspect the facilities and records associated with the implementation of the drug and alcohol testing program

as required under 49 CFR Part 655 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 655.”

25. *Safe Operation of Motor Vehicle*

- A. **Seat Belt Use.** The Contractor is encouraged to adopt and promote 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. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or GLPTC.
- B. **Distracted Driving.** The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban test messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

26. *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 5 U.S.C. Section 2108, 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.

27. *Organizational Conflicts of Interest*

The recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) **When It Occurs.** An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant’s objectivity in performing the Project work, or (2) **Other.** An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) **Disclosure Requirements.** Consistent with FTA policies, the Recipient must disclose to RTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal laws, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) **Failure to Disclose.** Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

SECTION III
SPECIAL CONDITIONS

SPECIAL CONDITIONS

BUILDING CODE: The Contractor shall comply in every respect with the latest edition of the Ohio Building Code and the Code's subsequent approved amendments. The Contractor shall be solely responsible for any damage, injury or delay caused to the Owner, or others, through any failure or negligence to observe said laws or regulations.

SHOP DRAWINGS, BROCHURES AND SAMPLES: Submit for approval, prior to preparation of shop drawings, a list of proposed submittals and a tentative schedule of all proposed shop drawings, brochures and samples called for under the Contract.

Prepare shop drawings that establish the actual details of the work; indicate proper relation to adjoining work; amplify design details of all general, structural, architectural, mechanical and electrical equipment in proper relation to verified physical spaces; and incorporate minor changes of design or construction to suit actual conditions. Fully describe all materials and equipment to be incorporated into the project, including manufacturer's specifications and special detailed information.

The Project Manager will review shop drawings, brochures and samples submitted in accordance with approved shop drawing submittal schedule and return to the Contractor in a timely manner.

The Project Manager's review of shop drawings, brochures or samples is for general design information only and is not a complete check of the method of assembly, erection, or construction. Review shall in no way be construed as:

Permitting any departure whatsoever from the contract documents, except where the Contractor, in accordance with the provisions of the General Conditions, has previously notified the RTA of such departure.

Relieving the contractual responsibility for any error in quality of materials, details, omissions or otherwise that may exist.

Relieving the contractual responsibility for adequate field connections, erection techniques, bracing or deficiencies in strength.

Relieving the full contractual responsibility for satisfactory performance of all work and coordination of work.

Permitting departure from additional details or instructions previously furnished by RTA.

PROTECTION OF WORK AND PROPERTY: Maintain adequate protection for all work under construction. Protect the RTA's property from injury or loss arising in connection with the Contract.

Protect all work materials and equipment to be incorporated in this Contract whether in transit or in storage on or off the site and under the care, custody or control of the Contractor.

Protect all partially installed and completed work associated with this Contract.

Furnish all temporary work required to complete this Contract. This will include all temporary work required to keep in operation all requisite guards, sidewalks, fences and other safeguards for the protection of the work and safety of the premises and the public.

Provide all temporary heat required for the prevention of damage to work and materials by freezing, as found necessary to carry on construction operations.

Protect other property at the site or adjacent thereto not designated for removal or replacement in the course of construction.

Protect all public and private property and all persons who may be affected directly or indirectly by work performed under this Contract.

Promptly remedy all damage or loss (other than damage or loss covered by the "Insurance Requirements") to original condition at no additional cost to the RTA.

SAFETY: The Contractor shall take all necessary and appropriate precautions to ensure the safety of the public and of workmen on the job to prevent accidents or injury to any persons on, about, or adjacent to the premises where the work is being performed. The Contractor shall comply with all laws, ordinances, codes, rules and regulations relative to health, safety and the prevention of accidents.

CONTRACT CHANGES: Any proposed change in this Contract shall be submitted to the RTA for its prior approval, and shall not become effective unless it is contained in writing, signed by the Chief Executive Officer of the RTA. No undertaking of the RTA in connection with this Contract at the time that the Contract is awarded, or thereafter, shall bond the RTA until and unless such undertaking is executed in writing and signed by the Chief Executive Officer of the RTA.

BASIS OF AWARD: Lowest bidder the RTA deems responsive and responsible.

PREVAILING SCALE OF WAGES: The successful bidder must comply with the Prevailing Rates of Wages on Public Improvements, as ascertained by the Department of Industrial Relations, State of Ohio, and as provided for in Sections 4115.03 through 4115.04 of the Ohio Revised Code and the United States Department of Labor.

PERMITS AND INSPECTION FEES: The Contractor shall, without additional expense to the RTA, be responsible for obtaining any necessary licenses, permits and inspections, and for complying with federal, state and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or properties that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work, which, may have been accepted under the contract.

EXECUTION OF CONTRACT: The successful bidder must, within ten (10) days after the date of notification of the award and before the signing of the contract, furnish a Performance Bond; Labor and Materialmen Bond; certificates of insurance and compliance from the Industrial Commission and Bureau of Workers' Compensation; the requirements of which are stated in the following sections.

LIABILITY AND PROPERTY INSURANCE: The successful bidder shall procure and furnish, before the execution of the contract, satisfactory evidence that he is keeping in full force and in effect during the term of the contract, a liability insurance policy containing a contractual liability coverage endorsement covering his operations and his assumed liability and an Owner's protective liability policy, with the RTA as the insured, providing protection against claims arising out of the performance of this contract, or in any way connected therewith, in amounts not less than \$1,000,000 combined bodily injury and property damage coverage per occurrence.

WORKERS' COMPENSATION: The Contractor shall take out and maintain during the life of the contract, workers' compensation insurance for his employees before the time of the execution of the contract.

DOCUMENTS AND PROCUREMENT AFTER EXECUTION OF CONTRACT: Within ten (10) days after the execution of the contract, the Contractor shall furnish the RTA:

1. List of materials the bid is based upon and supplier.
2. List of proposed subcontractors.
3. An itemized Schedule of Values including labor, materials and equipment, for all items in the bid.
4. Name of foreman or superintendent.
5. List of emergency (24-hour) telephone numbers(s).

WAIVERS OF CLAIMS: The Contractor's obligation to perform the work and complete the project in accordance with the Contract Document shall be absolute. Neither approval of any progress or final payment by the RTA, nor the issuance of a list of work to be completed or corrected, nor any payment by the RTA to the Contractor under the Contract Document, nor any use or occupancy of the project or any part thereof by the RTA, nor any act of acceptance by the RTA shall constitute an acceptance of work not in accordance with the contract document.

The making and acceptance of final payment shall constitute:

1. A waiver of all claims by the Contractor against the RTA, other than those previously made in writing and still unsettled.
2. A waiver of all claims by the RTA against the Contractor other than those arising from unsettled liens, from faulty or defective work appearing after final payment, or from failure

to comply with the requirements of the Contract documents, or the terms of any special guarantees therein.

COMPLIANCE: The Contractor agrees to comply with all applicable federal, state and local laws in the conduct of work thereunder. The Contractor accepts full responsibility for payment of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, pension deductions, and any and all employees engaged by the Contractor for the performance of the work authorized by this agreement.

TESTS AND INSPECTIONS: If the Contract Document, law, ordinances, rules, regulations, or directives of the RTA or any public authority having jurisdiction require any work to be specifically inspected, tested or approved by someone other than the Contractor, the Contractor will give RTA timely notice of readiness thereof. The Contractor will furnish the RTA the required certificates of inspection, testing, or approval.

The cost of all such inspections, tests, and approvals shall be borne by the Contractor unless otherwise provided. Neither observation by the RTA, nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from obligations to perform the work in accordance with the requirements of the Contract Documents.

CERTIFIED PAYROLLS: The Contractor shall provide the RTA with Contractor and subcontractor certified copies of each weekly payroll within seven (7) days after the regular payroll date. Following a review by the RTA for compliance with state and federal labor laws, the payroll copy shall be retained at the project site for later review by FTA.

A Contractor may use the Department of Labor Form WH-347, "Optional Payroll Form", which provides for all the necessary payroll information and certifications. This Department of Labor form may be purchased at a nominal cost from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. However, the Contractor may use his own payroll form provided it includes the same information and certifications as the Department of Labor form WH-348, "Statement of Compliance".

WARRANTY OF CONSTRUCTION: See Section II, Instructions to Bidders, Clause 18.

COPELAND ANTI-KICKBACK: Contractor must comply with the COPELAND Anti-Kickback Act, which prohibits the Contractor from inducing any persons employed on the project to give up any portion of their pay.

DAVIS-BACON ACT: The Contractor will pay all laborers and mechanics employed on the project at least once a week and at a rate not less than the minimum wage specified in a wage determination formally issued by the Secretary of Labor. A copy of this determination is included in this solicitation, and the award of the contract is to be conditioned upon the Contractor accepting the terms of this wage determination schedule.

RTA'S RIGHT TO PERFORM WORK: The Contractor hereby acknowledges that it is the RTA's right to enter said site to perform necessary and vital work at any time, to perform such

works as installation of trolley coach electrical system, etc., with its own work forces, providing the RTA does not interfere with the Contractor's performance.

CONTRACT WORK HOURS AND SAFETY ACT: Mechanics and laborers are required to be paid on the basis of a standard 8-hour workday and a 40-hour workweek. Any work in excess of eight (8) hours a day or 40 hours a week must be compensated at a rate no less than 1-1/2 times the worker's base rate. Further, no laborer or mechanic will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous, as determined under the standards established by the Secretary of Labor.

CODE COMPLIANCE: The Contractor shall give all requisite notices to the proper authorities (including those for traffic obstruction), obtain all official inspections, permits and licenses made necessary by the work and shall comply with all laws, ordinances, rules and regulations pertaining thereto.

MANUFACTURER'S DIRECTIONS: All manufactured articles, material and equipment, shall be applied, installed, connected, erected, used, cleaned, adjusted and conditioned as directed by the manufacturer, unless herein specified to the contrary.

CLEANING UP: The Contractor shall at all times keep the work area, including storage area, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the RTA.

Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Project Manager.

Clean up shall take place daily.

UTILITIES: The Contractor shall determine presence of underground utilities by utilizing the Ohio Utilities Protection Service 1-800-362-2764 at least 48 hours prior to excavation.

PRICES: The prices quoted shall be "FIRM" for the term of the contract.

DELIVERY: All work will be complete **No later than 9 Months after contract award.**

SECTION IV
CONTRACT EXAMPLE

CONTRACT – EXAMPLE

GREATER DAYTON REGIONAL TRANSIT AUTHORITY

CONTRACT

Agreement made this _____ day of _____, 20 _____, by and between the Greater Dayton Regional Transit Authority, Dayton, Ohio, a political subdivision organized and existing under and by virtue of the laws of the State of Ohio, hereinafter call “RTA”, and _____, hereinafter called “Contractor”.

The parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I – SCOPE

The Contractor shall sell, and the RTA shall purchase, the following described goods and/or services:

BUS WASH, FUEL BAY, AND SERVICE LANE RENOVATION

all as more fully described in Legal Notice IFB No. GD 19-09.

All goods and/or services to be sold pursuant to this contract shall satisfy completely each and every specification appearing in the specifications and all other requirements, which may appear in the Contract Documents.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services which may be necessary to perform completely all services, and to deliver and install, if necessary, all goods to be sold pursuant to this Contract, all in strict accordance with the Contract Documents.

ARTICLE II – CONTRACT

Contract Documents shall consist of the following:

- | | |
|---|---------------------------------------|
| A) This contract | E) Signed Copy of Bid |
| B) Invitation to Bid | F) Performance Bond
(If required) |
| C) General Conditions of
Contract and Special
Conditions, includes
Instructions to Bidders | G) Addenda Issued |
| D) Drawings & Project Manual,
Including Technical
Specifications | H) Contractor's
Technical Proposal |

The Contract Documents form the entire contract between the parties hereto, any oral understandings or agreements to the contrary notwithstanding.

ARTICLE III - TIME FOR PERFORMANCE

Time is of the essence in the performance of this contract. The Contractor shall fully perform all of his obligations, including, without limitation the satisfactory delivery and installation of all goods to be sold, and the satisfactory performance of all work to be done but not later than _____ . This article applies even in the event of a union or employee strike, as this is a foreseeable circumstance that can be prevented, mitigated, and expected by the Contractor.

ARTICLE IV - METHOD OF PAYMENT AND MAXIMUM COMPENSATION

The maximum aggregate compensation payable by RTA to Contractor shall not exceed _____ .

The Contractor shall, for the payment of all sums due under this contract, look solely to the monies provided the RTA from tax revenues resulting from duly authorized taxes which shall now or hereafter be levied by the RTA, and from grant contract funds, if any, which may actually be received by the RTA from the federal government under the Urban Mass Transportation Act of 1964, as amended, for the purpose of underwriting, in whole or in part, the RTA's costs pursuant to this contract.

It is expressly understood that the RTA shall be under no obligation whatsoever for any excess costs arising from changes, modifications or extra work orders not specifically approved by the RTA in one or more writings in which the excess cost or costs is specifically set forth.

The RTA will make payment to the Contractor within thirty (30) days after its acceptance of all of the goods and/or services to be sold pursuant to this contract.

ARTICLE V - TERMINATION OF CONTRACT FOR DEFAULT

If, through any cause, the Contractor shall fail to perform fully, timely and in proper manner its obligations under this contract, or if the Contractor shall breach any of the covenants, conditions or agreements contained in the contract, the RTA shall thereafter have the right to terminate this contract by giving notice in writing which shall specify the effective date thereof, to the Contractor of such termination. In such event, any goods delivered and/or installed by the Contractor under this contract shall, at the option of the RTA, become the RTA's property and the Contractor shall be entitled to receive just and equitable compensation therefor, not to exceed the amount payable therefor under Article IV hereof. In the event of a termination pursuant to this Article, the RTA may elect instead to remove any goods delivered and/or installed and redeliver the same to the Contractor, all at the Contractor's sole expense, including reasonable charges for any time and/or labor expended by the RTA's employees.

Notwithstanding the above, the Contractor shall not be relieved of any liability to the RTA for damages sustained by the RTA by virtue of any breach of contract or warrants, or of both, by the Contractor for the purpose of setoff and/or recoupment until such time as the exact amount of damages due the RTA from the Contractor is determined.

ARTICLE VI - TERMINATION FOR CONVENIENCE OF THE RTA

The RTA may terminate this contract any time by a notice in writing that shall specify the effective date thereof, from the RTA to the Contractor, at least thirty (30) days before the effective

date of such termination. In that event, any goods accepted by the RTA prior to the effective date of the termination shall become the RTA's property and the Contractor shall be entitled to receive just and equitable compensation therefor and for any services accepted by the RTA prior to the effective date; provided, nevertheless, that the amount of such compensation shall not, in any event, exceed the amount of the total contract price, as set forth in Article IV, above, properly attributable to the goods and/or services so accepted.

Neither the acceptance, by the RTA, of any goods and/or services; the payment, by the RTA, for any goods and/or services; nor both acceptance and payment, shall be deemed to waive, to compromise, or to affect in any manner the liability of the Contractor for any breach of contract, of warranty, or both of contract and of warranty.

ARTICLE VII - CONTRACT CHANGES

Any proposed change in this contract shall be submitted to the RTA for its prior approval, and shall not become effective unless it is contained in a writing signed by the Chief Executive Officer of the RTA.

ARTICLE VIII - INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

ARTICLE IX - PROHIBITED INTEREST

No member, officer or employee of the RTA or of a local public body during his/her tenure or one year thereafter shall have any interest, direct or in direct, in this contract or the proceeds thereof.

ARTICLE X - EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, creed, sexual orientation, gender identity, disability, age, or national origin. The Contractor shall take Affirmative Action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, creed, sexual orientation, gender identity, disability, age, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE XI - DISADVANTAGED BUSINESS ENTERPRISE

In connection with the performance of this contract, the Contractor will cooperate with the RTA in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to ensure that minority, women or other disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work, if any, and for the supply of materials or services, if any, which may be necessary or desirable for the performance of this contract.

ARTICLE XII - ASSIGNABILITY

The terms and provisions of the Contract Documents shall be binding upon RTA and the Contractor and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. The rights and obligations of the Contractor under the Contract may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way. The Contractor may subcontract a portion of its obligations to other firms or parties but only after having obtained the written approval by RTA of the subcontractor, which approval shall not be unreasonably withheld. RTA may assign its rights and obligations under the Contract to any successor to the rights and functions of RTA or to any governmental agency to the extent required by applicable laws and governmental regulations or to the extent RTA deems necessary or advisable under the circumstances.

ARTICLE XIII - SUBCONTRACT APPROVAL

The Contractor shall not subcontract or otherwise transfer any part of or interest in this contract (whether by assignment or notation) without the prior written consent of the RTA. Any such transfer without prior written consent of the RTA shall be void and of no effect.

ARTICLE XIV – NONDISCRIMINATION

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, creed, sexual orientation, gender identity, disability, age, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, creed, sexual orientation, gender identity, disability, age, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, creed, sexual orientation, gender identity, disability, age, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further grantee contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order, of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE XIV - AUDIT AND INSPECTION OF RECORDS

In the event a single bid is received, the following will be considered part of the contract.

In the case of all negotiated contracts, and contracts for construction, reconstruction, or improvement of facilities and equipment, which entered into under other than competitive bidding procedures, Contractor agrees that the grantee, the Comptroller General of the United States, or any of their duly authorized representatives, shall, for the purpose of audit and examination shall be permitted to inspect all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records, and accounts with regard to the project.

Further, Contractor agrees to maintain all required records for at least three years after grantees make final payments and all other pending matters are closed.

SECTION V
TECHNICAL SPECIFICATION

TECHNICAL SPECIFICATION

SECTION 081119 – STAINLESS-STEEL DOORS AND FRAMES

PART 1 - GENERAL

1.1 SUMMARY

A. SECTION INCLUDES:

1. *Stainless steel doors and frames.*

1.2 COORDINATION

- A. ***COORDINATE ANCHORAGE INSTALLATION FOR STAINLESS STEEL FRAMES. FURNISH SETTING DRAWINGS, TEMPLATES, AND DIRECTIONS FOR INSTALLING ANCHORAGES, INCLUDING SLEEVES, CONCRETE INSERTS, ANCHOR BOLTS, AND ITEMS WITH INTEGRAL ANCHORS. DELIVER SUCH ITEMS TO PROJECT SITE IN TIME FOR INSTALLATION.***
- B. ***COORDINATE REQUIREMENTS FOR INSTALLATION OF DOOR HARDWARE, ELECTRIFIED DOOR HARDWARE, AND ACCESS CONTROL AND SECURITY SYSTEMS.***

1.3 ACTION SUBMITTALS

A. PRODUCT DATA: FOR EACH TYPE OF PRODUCT.

B. SHOP DRAWINGS: INCLUDE THE FOLLOWING:

1. *Elevations of each door type.*
2. *Details of doors, including vertical and horizontal edge details and metal thicknesses.*
3. *Frame details for each frame type, including dimensioned profiles and metal thicknesses.*
4. *Locations of reinforcement and preparations for hardware.*
5. *Details of each different wall opening condition.*
6. *Details of electrical raceway and preparation for electrified hardware, access control systems, and security systems.*
7. *Details of anchorages, joints, field splices, and connections.*
8. *Details of accessories.*
9. *Details of moldings, removable stops, and glazing.*

C. SAMPLES:

1. *Finishes: For each type of exposed finish required, prepared on Samples of not less than 3 by 5 inches (75 by 125 mm).*
2. *Doors: Show vertical-edge, top, and bottom construction; core construction; glazing; and hinge and other applied hardware reinforcement.*

3. *Frames: Show profile, corner joint, floor and wall anchors, and silencers. Include separate section showing fixed hollow-metal panels and glazing if applicable.*

1.4 DELIVERY, STORAGE, AND HANDLING

- A. ***DELIVER STAINLESS STEEL DOORS AND FRAMES PALLETIZED, PACKAGED, OR CRATED TO PROVIDE PROTECTION DURING TRANSIT AND PROJECT-SITE STORAGE. DO NOT USE NONVENTED PLASTIC.***
- B. ***DELIVER WELDED FRAMES WITH TWO REMOVABLE SPREADER BARS ACROSS BOTTOM OF FRAMES, TACK WELDED TO JAMBS AND MULLIONS.***
- C. ***STORE STAINLESS STEEL DOORS AND FRAMES UNDER COVER AT PROJECT SITE WITH HEAD UP. PLACE UNITS ON MINIMUM 4-INCH- (100-MM-) HIGH WOOD BLOCKING.***
- D. ***PROVIDE MINIMUM 1/4-INCH (6-MM) SPACE BETWEEN EACH STACKED DOOR TO PERMIT AIR CIRCULATION.***

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. ***MANUFACTURERS: SUBJECT TO COMPLIANCE WITH REQUIREMENTS, PROVIDE PRODUCTS BY ONE OF THE FOLLOWING:***
 1. *Ceco Door; ASSA ABLOY.*
 2. *Next Door Company.*
 3. *Security Metal Products; a brand of ASSA ABLOY.*
 4. *Stainless Doors, Inc.*

2.2 STAINLESS STEEL DOORS AND FRAMES

- A. ***CONSTRUCT STAINLESS STEEL DOOR AND FRAME ASSEMBLIES TO COMPLY WITH NAAMM-HMMA 866 FOR THE APPLICATION INDICATED, INCLUDING MATERIALS, FABRICATION METHODS, HARDWARE REINFORCEMENT, TOLERANCES, AND CLEARANCES, AND AS SPECIFIED. COMPLY WITH SDI ANSI/A250.4, FOR PHYSICAL PERFORMANCE LEVEL A.***
- B. ***DOORS AND FRAMES FOR MODERATELY CORROSIVE ENVIRONMENTS:***
 1. *Stainless Steel Doors:*
 - a. **Type:** As indicated in the Door and Frame Schedule.
 - b. **Thickness:** 1-3/4 inches (44.5 mm).
 - c. **Face Sheets:** Type 304 stainless steel sheet, minimum thickness 0.078 inch (1.98 mm).
 - d. **Edge Construction:** Continuously welded with no visible seam.

- e. **Top and Bottom Edges:** Closed with continuous stainless steel channels with minimum thickness of 0.062 inch (1.27 mm), welded to face sheets.
 - 1) *Provide flush top and bottom closures for exterior doors, with weep holes at bottom edge.*
- 2. *Stainless Steel Frames:*
 - a. **Materials:** Type 304 stainless steel sheet.
 - b. **Door Frames for Openings 48 Inches (1219 mm) Wide or Less:** Fabricate from stainless steel sheet, minimum thickness 0.109 inch (2.78 mm).
 - c. **Door Frames for Openings More Than 48 Inches (1219 mm) Wide:** Fabricate from stainless steel sheet, minimum thickness 0.109 inch (2.78 mm).
 - d. **Construction:** Full profile welded.
- 3. *Hardware Reinforcement:* Stainless steel sheet.
- 4. *Finish:* ASTM A480/A480M No. 4, Directional Satin.

2.3 MATERIALS

- A. **STAINLESS STEEL SHEET:** ASTM A240/A240M, AUSTENITIC STAINLESS STEEL, TYPE 304.
- B. **FOAM-PLASTIC INSULATION:** MANUFACTURER'S STANDARD BOARD INSULATION WITH MAXIMUM FLAME-SPREAD AND SMOKE-DEVELOPED INDEXES OF 75 AND 450, RESPECTIVELY, ACCORDING TO ASTM E84. ENCLOSE INSULATION COMPLETELY WITHIN DOOR.
- C. **INSERTS, BOLTS, AND ANCHOR FASTENERS:**
 - 1. *Stainless steel components complying with ASTM F593 and ASTM F594, Alloy Group 1 or 2 for bolts and nuts.*

2.4 FRAME ANCHORS

- A. **PROVIDE ANCHORS OF MINIMUM SIZE AND TYPE REQUIRED BY APPLICABLE DOOR AND FRAME STANDARD, AND SUITABLE FOR PERFORMANCE LEVEL INDICATED.**
- B. **POSTINSTALLED EXPANSION ANCHOR:** MINIMUM 3/8-INCH- (9.5-MM-) DIAMETER BOLTS WITH EXPANSION SHIELDS OR INSERTS, WITH MANUFACTURER'S STANDARD PIPE SPACER.
- C. **NUMBER AND SPACING:**
 - 1. *Masonry Type:* Locate anchors not more than 18 inches (457 mm) from top and bottom of frame. Space anchors not more than 32 inches (813 mm) o.c.
 - 2. *Postinstalled Expansion Type:* Locate anchors not more than 6 inches (152 mm) from top and bottom of frame. Space anchors not more than 26 inches (660 mm) o.c.

D. FLOOR ANCHORS: PROVIDE FLOOR ANCHORS FOR EACH JAMB AND MULLION THAT EXTENDS TO FLOOR.

E. MATERIAL:

1. *Stainless steel sheet. Same type as door face.*

2.5 FABRICATION

A. STAINLESS STEEL DOOR FABRICATION: PROVIDE DOORS RIGID AND FREE OF DEFECTS, WARP, OR BUCKLE. ACCURATELY FORM METAL TO REQUIRED SIZES AND PROFILES, WITH MINIMUM RADIUS FOR THICKNESS OF METAL.

1. *Tolerances: Fabricate doors to tolerances indicated in NAAMM-HMMA 866.*

B. STAINLESS STEEL FRAME FABRICATION: PROVIDE STAINLESS STEEL FRAMES RIGID AND FREE OF DEFECTS, WARP, OR BUCKLE. ACCURATELY FORM METAL TO REQUIRED SIZES AND PROFILES, WITH MINIMUM RADIUS FOR THICKNESS OF METAL.

1. *Tolerances: Fabricate frames to tolerances indicated in NAAMM-HMMA 866.*
2. *Fabricate in one piece except where handling and shipping limitations require multiple sections. Where frames are fabricated in sections, provide alignment plates or angles at each joint, fabricated of metal of same or greater thickness as frames. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.*
3. *Provide countersunk, flat-, or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.*
4. *Door Silencers: Except on weather-stripped and gasketed frames, drill stops to receive door silencers as follows. Provide plastic plugs to keep holes clear during construction.*
 - a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.**
 - b. Double-Door Frames: Drill stop in head jamb to receive two door silencers.**
5. *Provide stops for installation with countersunk flat- or oval-head machine screws spaced uniformly not more than 9 inches (230 mm) o.c. and not more than 2 inches (51 mm) o.c. from each corner.*
6. *Grouted Frames:*
 - a. Plaster Guards: Weld guards to frame at back of hardware mortises and mounting holes in frames to be grouted.**
 - b. Head Reinforcement: For frames more than 48 inches (1219 mm) wide, provide continuous head reinforcement for full width of opening, welded to back of frame at head.**

C. HARDWARE PREPARATION: FACTORY PREPARE STAINLESS STEEL DOORS AND FRAMES TO RECEIVE TEMPLATED MORTISED HARDWARE, AND ELECTRICAL WIRING; INCLUDE CUTOUTS, REINFORCEMENT, MORTISING, DRILLING, AND TAPPING, ACCORDING TO THE DOOR HARDWARE SCHEDULE, AND TEMPLATES.

1. *Reinforce doors to receive nontemplated mortised and surface-mounted door hardware.*

2. *Comply with ANSI/BHMA A156.115 for preparing hollow-metal doors and frames for hardware.*

2.6 FINISHES

- A. ***STAINLESS STEEL FINISHES: REMOVE TOOL AND DIE MARKS AND STRETCH LINES, OR BLEND INTO FINISH. GRIND AND POLISH SURFACES TO PRODUCE UNIFORM FINISH, FREE OF CROSS SCRATCHES. WHEN POLISHING IS COMPLETED, PASSIVATE AND RINSE SURFACES. REMOVE EMBEDDED FOREIGN MATTER AND LEAVE SURFACES CHEMICALLY CLEAN.***
- B. ***GRAIN DIRECTION: FOR FINISHES EXHIBITING GRAIN, RUN GRAIN VERTICALLY ON DOOR FACES AND FRAME JAMBS.***

2.7 ACCESSORIES

- A. ***GROUT: COMPLY WITH ASTM C476, WITH A SLUMP OF NOT MORE THAN 4 INCHES (102 MM) AS MEASURED ACCORDING TO ASTM C143/C143M.***

PART 3 - EXECUTION

3.1 PREPARATION

- A. ***REMOVE WELDED-IN SHIPPING SPREADERS INSTALLED AT FACTORY. RESTORE EXPOSED FINISH BY GRINDING, FILLING, AND DRESSING, AS REQUIRED TO MAKE REPAIRED AREA SMOOTH, FLUSH, AND INVISIBLE ON EXPOSED FACES.***
- B. ***PRIOR TO INSTALLATION AND WITH INSTALLATION SPREADERS IN PLACE, ADJUST AND SECURELY BRACE STAINLESS STEEL DOOR FRAMES FOR SQUARENESS, ALIGNMENT, TWIST, AND PLUMB TO THE FOLLOWING TOLERANCES:***
 1. *Squareness: Plus or minus 1/16 inch (1.6 mm), measured at door rabbet on a line 90 degrees from jamb, and perpendicular to frame head.*
 2. *Alignment: Plus or minus 1/16 inch (1.6 mm), measured at jambs on a horizontal line parallel to plane of wall.*
 3. *Twist: Plus or minus 1/16 inch (1.6 mm), measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.*
 4. *Plumbness: Plus or minus 1/16 inch (1.6 mm), measured at jambs on a perpendicular line from head to floor.*
- C. ***DRILL AND TAP DOORS AND FRAMES TO RECEIVE NONTEMPLATED MORTISED AND SURFACE-MOUNTED DOOR HARDWARE.***

3.2 INSTALLATION

A. *INSTALL STAINLESS STEEL DOORS AND FRAMES PLUMB, RIGID, PROPERLY ALIGNED, AND SECURELY FASTENED IN PLACE; COMPLY WITH APPROVED SHOP DRAWINGS AND WITH MANUFACTURER'S WRITTEN INSTRUCTIONS.*

B. *STAINLESS STEEL FRAMES:*

1. *Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, without damage to completed Work.*

a. **Where frames are fabricated in sections, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces.**

b. **Install frames with removable glazing stops located on secure side of opening.**

2. *Floor Anchors: Secure with postinstalled expansion anchors.*

3. *In-Place Concrete or Masonry Construction: Secure frames in place with postinstalled expansion anchors.*

4. *Installation Tolerances: Adjust stainless steel frames for squareness, alignment, twist, and plumb to the following tolerances:*

a. **Squareness: Plus or minus 1/16 inch (1.6 mm), measured at door rabbet on a line 90 degrees from jamb, and perpendicular to frame head.**

b. **Alignment: Plus or minus 1/16 inch (1.6 mm), measured at jambs on a horizontal line parallel to plane of wall.**

c. **Twist: Plus or minus 1/16 inch (1.6 mm), measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.**

d. **Plumbness: Plus or minus 1/16 inch (1.6 mm), measured at jambs at floor.**

C. *STAINLESS STEEL DOORS: FIT AND ADJUST STAINLESS STEEL DOORS ACCURATELY IN FRAMES WITHIN CLEARANCES SPECIFIED BELOW:*

1. *Non-Fire-Rated Doors: Comply with NAAMM-HMMA 841 and NAAMM-HMMA 866.*

3.3 ADJUSTING AND CLEANING

A. *CLEAN GROUT AND OTHER BONDING MATERIAL OFF STAINLESS STEEL DOORS AND FRAMES IMMEDIATELY AFTER INSTALLATION.*

B. *STAINLESS STEEL TOUCHUP: IMMEDIATELY AFTER ERECTION, SMOOTH ANY SCRATCHED OR DAMAGED AREAS OF STAINLESS STEEL; POLISH TO MATCH UNDAMAGED FINISH.*

END OF SECTION 081119

SECTION 099123 - INTERIOR PAINTING

PART 4 - GENERAL

4.1 SUMMARY

- A. ***SECTION INCLUDES SURFACE PREPARATION AND THE APPLICATION OF PAINT SYSTEMS ON INTERIOR SUBSTRATES.***

4.2 ACTION SUBMITTALS

- A. ***PRODUCT DATA: FOR EACH TYPE OF PRODUCT. INCLUDE PREPARATION REQUIREMENTS AND APPLICATION INSTRUCTIONS.***
- B. ***SAMPLES FOR INITIAL SELECTION: FOR EACH TYPE OF TOPCOAT PRODUCT.***
- C. ***SAMPLES FOR VERIFICATION: FOR EACH TYPE OF PAINT SYSTEM AND IN EACH COLOR AND GLOSS OF TOPCOAT.***

4.3 MAINTENANCE MATERIAL SUBMITTALS

- A. ***FURNISH EXTRA MATERIALS, FROM THE SAME PRODUCT RUN, THAT MATCH PRODUCTS INSTALLED AND THAT ARE PACKAGED WITH PROTECTIVE COVERING FOR STORAGE AND IDENTIFIED WITH LABELS DESCRIBING CONTENTS.***
 - 1. *Paint: 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.*

4.4 QUALITY ASSURANCE

- A. ***MOCKUPS: APPLY MOCKUPS OF EACH PAINT SYSTEM INDICATED AND EACH COLOR AND FINISH SELECTED TO VERIFY PRELIMINARY SELECTIONS MADE UNDER SAMPLE SUBMITTALS AND TO DEMONSTRATE AESTHETIC EFFECTS AND SET QUALITY STANDARDS FOR MATERIALS AND EXECUTION.***
 - 1. *Architect will select one surface to represent surfaces and conditions for application of each paint system.*
 - a. **Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).**
 - b. **Other Items: Architect will designate items or areas required.**
 - 2. *Final approval of color selections will be based on mockups.*
 - a. **If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.**
 - 3. *Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.*

4. *Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.*

4.5 DELIVERY, STORAGE, AND HANDLING

- A. **STORE MATERIALS NOT IN USE IN TIGHTLY COVERED CONTAINERS IN WELL-VENTILATED AREAS WITH AMBIENT TEMPERATURES CONTINUOUSLY MAINTAINED AT NOT LESS THAN 45 DEG F (7 DEG C).**

1. *Maintain containers in clean condition, free of foreign materials and residue.*
2. *Remove rags and waste from storage areas daily.*

4.6 FIELD CONDITIONS

- A. **APPLY PAINTS ONLY WHEN TEMPERATURE OF SURFACES TO BE PAINTED AND AMBIENT AIR TEMPERATURES ARE BETWEEN 50 AND 95 DEG F (10 AND 35 DEG C).**
- B. **DO NOT APPLY PAINTS WHEN RELATIVE HUMIDITY EXCEEDS 85 PERCENT; AT TEMPERATURES LESS THAN 5 DEG F (3 DEG C) ABOVE THE DEW POINT; OR TO DAMP OR WET SURFACES.**

PART 5 - PRODUCTS

5.1 MANUFACTURERS

- A. **BASIS-OF-DESIGN PRODUCT: SUBJECT TO COMPLIANCE WITH REQUIREMENTS, PROVIDE PRODUCT INDICATED ON DRAWINGS OR COMPARABLE PRODUCT BY ONE OF THE FOLLOWING:**

1. *Benjamin Moore & Co.*
2. *PPG Paints.*
3. *Sherwin-Williams Company (The).*

5.2 PAINT, GENERAL

- A. **MPI STANDARDS: PRODUCTS SHALL COMPLY WITH MPI STANDARDS INDICATED AND SHALL BE LISTED IN ITS "MPI APPROVED PRODUCTS LISTS."**

- B. **MATERIAL COMPATIBILITY:**

1. *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.*
2. *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.*

C. VOC CONTENT: PRODUCTS SHALL COMPLY WITH VOC LIMITS OF AUTHORITIES HAVING JURISDICTION AND, FOR INTERIOR PAINTS AND COATINGS APPLIED AT PROJECT SITE, THE FOLLOWING VOC LIMITS, EXCLUSIVE OF COLORANTS ADDED TO A TINT BASE:

1. Flat Paints and Coatings: 50 g/L.
2. Nonflat Paints and Coatings: 150 g/L.
3. Dry-Fog Coatings: 400 g/L.
4. Primers, Sealers, and Undercoaters: 200 g/L.
5. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
6. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
7. Pretreatment Wash Primers: 420 g/L.
8. Floor Coatings: 100 g/L.
9. Shellacs, Clear: 730 g/L.
10. Shellacs, Pigmented: 550 g/L.

PART 6 - EXECUTION

6.1 EXAMINATION

A. EXAMINE SUBSTRATES AND CONDITIONS, WITH APPLICATOR PRESENT, FOR COMPLIANCE WITH REQUIREMENTS FOR MAXIMUM MOISTURE CONTENT AND OTHER CONDITIONS AFFECTING PERFORMANCE OF THE WORK.

B. MAXIMUM MOISTURE CONTENT OF SUBSTRATES: WHEN MEASURED WITH AN ELECTRONIC MOISTURE METER AS FOLLOWS:

1. Masonry (Clay and CMUs): 12 percent.
2. Gypsum Board: 12 percent.

C. GYPSUM BOARD SUBSTRATES: VERIFY THAT FINISHING COMPOUND IS SANDED SMOOTH.

D. VERIFY SUITABILITY OF SUBSTRATES, INCLUDING SURFACE CONDITIONS AND COMPATIBILITY, WITH EXISTING FINISHES AND PRIMERS.

E. PROCEED WITH COATING APPLICATION ONLY AFTER UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED.

1. Application of coating indicates acceptance of surfaces and conditions.

6.2 PREPARATION

A. COMPLY WITH MANUFACTURER'S WRITTEN INSTRUCTIONS AND RECOMMENDATIONS IN "MPI ARCHITECTURAL PAINTING SPECIFICATION MANUAL" APPLICABLE TO SUBSTRATES AND PAINT SYSTEMS INDICATED.

- B. REMOVE HARDWARE, COVERS, PLATES, AND SIMILAR ITEMS ALREADY IN PLACE THAT ARE REMOVABLE AND ARE NOT TO BE PAINTED. IF REMOVAL IS IMPRACTICAL OR IMPOSSIBLE BECAUSE OF SIZE OR WEIGHT OF ITEM, PROVIDE SURFACE-APPLIED PROTECTION BEFORE SURFACE PREPARATION AND PAINTING.**
1. *After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.*
- C. CLEAN SUBSTRATES OF SUBSTANCES THAT COULD IMPAIR BOND OF PAINTS, INCLUDING DUST, DIRT, OIL, GREASE, AND INCOMPATIBLE PAINTS AND ENCAPSULANTS.**
1. *Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.*
- D. MASONRY SUBSTRATES: REMOVE EFFLORESCENCE AND CHALK. DO NOT PAINT SURFACES IF MOISTURE CONTENT OR ALKALINITY OF SURFACES OR MORTAR JOINTS EXCEEDS THAT PERMITTED IN MANUFACTURER'S WRITTEN INSTRUCTIONS. POWER WASH WITH A 5000 PSI ROTARY TIP IN ORDER TO GET DOWN TO A CLEAN, DULL AND DRY SUBSTRATE. HIGH-PRESSURE WATER CLEANING OR WATER JETTING PER SSPC-SP12-NACE5. USED TO REMOVE CONTAMINANTS, LAITANCE, AND WEAK MASONRY, TO EXPOSE SUBSURFACE VOIDS, AND TO PRODUCE A SOUND MASONRY SURFACE WITH ADEQUATE PROFILE AND SURFACE POROSITY.**
- E. STEEL SUBSTRATES: REMOVE RUST, LOOSE MILL SCALE, AND SHOP PRIMER, IF ANY. CLEAN USING METHODS RECOMMENDED IN WRITING BY PAINT MANUFACTURER BUT NOT LESS THAN THE FOLLOWING:**
1. *SSPC-SP 2.*
 2. *SSPC-SP 3.*
 3. *SSPC-SP 7/NACE No. 4.*
 4. *SSPC-SP 11.*
- F. SHOP-PRIMED STEEL SUBSTRATES: CLEAN FIELD WELDS, BOLTED CONNECTIONS, AND AREAS WHERE SHOP PAINT IS ABRADED. PAINT EXPOSED AREAS WITH THE SAME MATERIAL AS USED FOR SHOP PRIMING TO COMPLY WITH SSPC-PA 1 FOR TOUCHING UP SHOP-PRIMED SURFACES.**
- G. GALVANIZED-METAL SUBSTRATES: REMOVE GREASE AND OIL RESIDUE FROM GALVANIZED SHEET METAL BY MECHANICAL METHODS TO PRODUCE CLEAN, LIGHTLY ETCHED SURFACES THAT PROMOTE ADHESION OF SUBSEQUENTLY APPLIED PAINTS.**

6.3 APPLICATION

- A. APPLY PAINTS ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS AND TO RECOMMENDATIONS IN "MPI MANUAL."**

1. *Use applicators and techniques suited for paint and substrate indicated.*
2. *Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.*
3. *Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.*
4. *Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.*
5. *Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.*

B. *TINT EACH UNDERCOAT A LIGHTER SHADE TO FACILITATE IDENTIFICATION OF EACH COAT IF MULTIPLE COATS OF SAME MATERIAL ARE TO BE APPLIED. TINT UNDERCOATS TO MATCH COLOR OF TOPCOAT, BUT PROVIDE SUFFICIENT DIFFERENCE IN SHADE OF UNDERCOATS TO DISTINGUISH EACH SEPARATE COAT.*

C. *IF UNDERCOATS OR OTHER CONDITIONS SHOW THROUGH TOPCOAT, APPLY ADDITIONAL COATS UNTIL CURED FILM HAS A UNIFORM PAINT FINISH, COLOR, AND APPEARANCE.*

D. *APPLY PAINTS TO PRODUCE SURFACE FILMS WITHOUT CLOUDINESS, SPOTTING, HOLIDAYS, LAPS, BRUSH MARKS, ROLLER TRACKING, RUNS, SAGS, ROPINESS, OR OTHER SURFACE IMPERFECTIONS. CUT IN SHARP LINES AND COLOR BREAKS.*

E. *PAINTING FIRE SUPPRESSION, PLUMBING, HVAC, ELECTRICAL, COMMUNICATION, AND ELECTRONIC SAFETY AND SECURITY WORK:*

1. *Paint the following work where exposed in occupied spaces:*
 - a. **Equipment, including panelboards.**
 - b. **Uninsulated metal piping or ductwork.**
 - c. **Uninsulated plastic piping.**
 - d. **Pipe hangers and supports.**
 - e. **Metal conduit.**
 - f. **Plastic conduit.**
 - g. **Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.**
 - h. **Other items as directed by Architect.**
2. *Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.*

6.4 CLEANING AND PROTECTION

A. *AT END OF EACH WORKDAY, REMOVE RUBBISH, EMPTY CANS, RAGS, AND OTHER DISCARDED MATERIALS FROM PROJECT SITE.*

- B. AFTER COMPLETING PAINT APPLICATION, CLEAN SPATTERED SURFACES. REMOVE SPATTERED PAINTS BY WASHING, SCRAPING, OR OTHER METHODS. DO NOT SCRATCH OR DAMAGE ADJACENT FINISHED SURFACES.**
- C. PROTECT WORK OF OTHER TRADES AGAINST DAMAGE FROM PAINT APPLICATION. CORRECT DAMAGE TO WORK OF OTHER TRADES BY CLEANING, REPAIRING, REPLACING, AND REFINISHING, AS APPROVED BY ARCHITECT, AND LEAVE IN AN UNDAMAGED CONDITION.**
- D. AT COMPLETION OF CONSTRUCTION ACTIVITIES OF OTHER TRADES, TOUCH UP AND RESTORE DAMAGED OR DEFACED PAINTED SURFACES.**

6.5 INTERIOR PAINTING SCHEDULE

A. CMU SUBSTRATES:

- 1. *Institutional Low-Odor/No-VOC Latex System MPI INT 4.2E:*
 - a. Block Filler: Block filler, latex, interior/exterior, MPI #4.**
 - b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.**
 - c. Topcoat: Latex, interior, institutional low odor/VOC (MPI Gloss Level 3).**
 - 1) *Basis-of-Design Product: Sherwin Williams; ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series.*
- 2. *Bus Wash CMU:*
 - a. Block Filler (bare CMU only): B42W400 Kem Cati-Coat HS Epoxy.**
 - b. Two Finish Coats: B58W610 Macropoxy 646 Fast Cure Epoxy tinted to the choice of color.**

B. STEEL SUBSTRATES:

- 1. *Water-Based Light Industrial Coating System MPI INT 5.1B:*
 - a. Prime Coat: Primer, rust-inhibitive, water based MPI #107.**
 - b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.**
 - c. Topcoat: Light industrial coating, interior, water based, semi-gloss (MPI Gloss Level 5), MPI #153.**
 - 1) *Basis-of-Design Product: Sherwin Williams; Pro Industrial Acrylic Semi-Gloss, B66-650 Series.*
- 2. *Bus Wash Exposed Metal Structure – Steel framing and columns:*

- 1) **Prime Coat: B58W610 Macropoxy 646 Fast Cure Epoxy tinted to the choice of color.**
- 2) **Finish Coat: B58W610 Macropoxy 646 Fast Cure Epoxy tinted to the choice of color.**

C. GALVANIZED-METAL SUBSTRATES:

1. **Water-Based Light Industrial Coating System:**

- a. **Prime Coat: Primer, galvanized, water based, MPI #134.**
- b. **Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.**
- c. **Topcoat: Light industrial coating, interior, water based, semi-gloss (MPI Gloss Level 5), MPI #153.**
 - 1) **Basis-of-Design Product: Sherwin Williams; Pro Industrial Acrylic Semi-Gloss, B66-650 Series.**

D. CLEAR COATING FOR EXISTING STAIRS, RAILINGS AND OTHER MISCELLANEOUS METAL FABRICATIONS AS INDICATED ON DRAWINGS: BASIS-OF-DESIGN PRODUCT: Q-COAT UC CLEAR COATS 2-COMPONENT POLYURETHANE CLEAR COATING. PREPARE SUBSTRATE AND APPLY COATING AND PRIMER PER MANUFACTURERS WRITTEN INSTRUCTIONS.

E. GYPSUM BOARD SUBSTRATES:

1. **Institutional Low-Odor/No-VOC Latex System MPI INT 9.2M:**

- a. **Prime Coat: Primer sealer, interior, institutional low odor/VOC, MPI #149.**
- b. **Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.**
- c. **Topcoat: Latex, interior, institutional low odor/VOC (MPI Gloss Level 3).**
 - 1) **Basis-of-Design Product: Sherwin Williams; ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series.**

END OF SECTION 099123

SECTION VI
ATTACHMENTS

ATTACHMENT I
GENERAL SAFETY RULES

Greater Dayton Regional Transit Authority

GENERAL SAFETY RULES

1. ACCIDENTS or INJURIES, regardless of their nature, shall be reported to the supervisor for immediate attention.
2. HARD HATS shall be worn at all times while on the construction site.
3. EXCAVATIONS and TRENCHES:
 - A. Inspection of the excavation or trench, adjacent areas, and protective systems must be made by a competent person daily or as required by changing conditions before employees are permitted to enter the excavation or trench.
 - B. No employee is to enter a trench that is five feet or more in depth unless it is in stable rock or is protected by one of the following means: sloped (laid back), shored, sheeted, boxed, or by an engineered system designed to prevent cave-in.
 - A. Covered, secured and clearly marked as “floor opening”, or
 - C. An access/egress ladder will be placed in all trenches 4 or more feet in depth and shall not be more than 25 feet from those employees working in the trench.
4. FALL PROTECTION is required when:
 - A. The walking-on or working surface is six (6) feet or more above the next lower level.
 - B. Working above any hazardous equipment or machinery regardless of height.
5. FLOOR OPENINGS shall be:
 - C. Protected by a standard guardrail system.
6. CONFINED SPACE ENTRY is prohibited without the permission of your supervisor.
7. TOOLS shall be operated by authorized personnel, with guards furnished by the manufacturer in place.
 - A. Electric powered tools: shall be plugged into a circuit that is positively grounded or is protected by a ground fault circuit interrupter. Tools and cords are to be inspected for damage prior to use.
 - D. Hand tools: shall not be used for any other purpose than that intended, and all damaged and worn parts are to be promptly repaired and/or replaced.
 - E. Power actuated tools: shall be used by qualified personnel who have been instructed and trained in their safe use.

8. GOOD HOUSEKEEPING shall be practiced on all projects. Walkways, stairways and ladder accesses shall be kept clear of debris and rubbish.
9. NAILS shall be turned down or removed from lumber.
10. SAFETY GLASSES, GOGGLES OR FACE SHIELDS shall be worn on grinding, chipping, welding, or other operations where eye injuries may result.
11. HEARING PROTECTION shall be worn when exposed to noise hazards.
12. SHOES shall be first grade, hard soles, and ankle high.
13. GLOVES shall be worn by those handling debris, old lumber, and rough or sharp edged material.
14. CLOTHING shall be appropriate to duties being performed. Cuffed trousers, torn or loose clothing is not recommended. Shorts or cutoffs, tennis shoes and working without a shirt are prohibited.
15. ACCESS LADDERS shall have side rails extending three feet above the landing area and shall be securely fastened. The ladder feet shall be placed on a substantial base. The area around the top and bottom of the ladder shall be kept clear of debris and materials.
16. TAG LINES shall be used when raising or hoisting material or equipment.
17. FIGHTING, HORSEPLAY or PRACTICAL JOKES shall not be permitted on the job.
18. INTOXICATING BEVERAGES AND DRUG POSSESSION or use, before or during working hours are strictly forbidden.
19. COMPRESSED GAS CYLINDERS must be stored upright, secured, capped and separated.
20. HAZARDOUS MATERIALS: Information on specific hazardous materials used on this project is available upon request. Material Safety Data Sheets will be maintained in the job site offices or a designated location.
21. ASBESTOS REMOVAL is forbidden. If asbestos is encountered or is suspected, notify your supervisor immediately.
22. HOISTING of PERSONNEL on heavy equipment by unapproved methods is prohibited. Riding on a crane hook/ball or on a load will result in the dismissal of the rider and the operator.
23. REPORT ANY VIOLATIONS of the safety rules to your immediate supervisor for correction, including any hazards not specifically listed herein.
24. SANITARY FACILITIES: Employees shall use proper restroom facilities.

25. ALL POSTED SAFETY RULES shall be obeyed and shall not be removed except by management's authorization.

Violation of any of the SAFETY WORK RULES and/or any other safety work rules may be cause for immediate termination of any contractor.

ATTACHMENT II
PRIME CONTRACTOR – REQUEST FOR INFORMATION

ATTACHMENT III
REQUEST FOR SUBSTITUTION

ATTACHMENT IV
PREVAILING WAGE RATE

Greater Dayton Regional Transit Authority

PREVAILING WAGE RATE

General Decision Number: OH190093 02/15/2019 OH93

Superseded General Decision Number: OH20180114

State: Ohio

Construction Type: Building

County: Montgomery County in Ohio.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	01/18/2019
2	01/25/2019
3	02/15/2019

ASBE0008-010 07/01/2018

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 30.27	17.20

BROH0022-005 06/01/2017

	Rates	Fringes
BRICKLAYER.....	\$ 26.49	13.24

BROH0022-011 07/01/2018

	Rates	Fringes
TILE FINISHER.....	\$ 24.44	8.24

ELEC0082-004 12/03/2018

	Rates	Fringes
ELECTRICIAN.....	\$ 30.15	19.26

ELEV0011-002 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.73	33.705+a+b

PAID HOLIDAYS:

- a. New Year's Day, Memorial Day, Independence Day, Labor Day, Vetern's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.
- b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

ENGI0018-034 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR Crane.....	\$ 36.14	14.81

ENGI0066-045 06/01/2017

	Rates	Fringes
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POWER EQUIPMENT OPERATOR

Forklift.....	\$ 28.87	19.66
Grader/Blade.....	\$ 32.42	19.66
Mechanic.....	\$ 32.92	19.66

IRON0044-020 06/01/2018

Rates Fringes

IRONWORKER, ORNAMENTAL.....	\$ 28.17	21.20
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IRON0290-006 06/01/2018

Rates Fringes

IRONWORKER (Reinforcing and Structural).....	\$ 28.25	22.13
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LABO1410-005 06/01/2018

Rates Fringes

LABORER

Asbestos Abatement

(Removal from Ceilings,

Floors, and Walls).....	\$ 24.50	10.90
Mason Tender - Brick.....	\$ 25.10	10.90

PAIN0249-005 05/01/2018

Rates Fringes

PAINTER (Brush and Roller).....	\$ 23.29	11.38
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PAIN0387-002 11/01/2017

Rates Fringes

GLAZIER.....	\$ 26.00	14.15
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PLUM0050-009 07/02/2018

Rates Fringes

PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 41.41	25.82
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PLUM0162-008 06/01/2018

Rates Fringes

PLUMBER (HVAC Pipe
Installation Only).....\$ 29.75 21.52

ROOF0042-001 08/01/2018

Rates Fringes

ROOFER.....\$ 27.50 15.57

SFOH0669-009 04/01/2017

Rates Fringes

SPRINKLER FITTER (Fire
Sprinklers).....\$ 36.33 15.84

* UAVG-OH-0021 01/01/2019

Rates Fringes

OPERATOR: Oiler.....\$ 27.56 16.37

* UAVG-OH-0025 01/01/2018

Rates Fringes

SHEET METAL WORKER, Excludes
HVAC Duct and Unit
Installation.....\$ 28.10 23.41

* UAVG-OH-0031 01/01/2018

Rates Fringes

BRICKLAYER: TILE SETTER.....\$ 26.09 12.30

SUOH2012-095 08/29/2014

Rates Fringes

CARPENTER.....\$ 21.59 5.70

CEMENT MASON/CONCRETE FINISHER...\$ 26.07 12.34

DRYWALL HANGER AND METAL STUD
INSTALLER.....\$ 21.02 4.21

FORM WORKER.....\$ 22.41 9.01

LABORER: Common or General.....\$ 20.87 5.92

LABORER: Mason Tender - Cement/Concrete.....	\$ 22.95	8.60
LABORER: Pipelayer.....	\$ 23.98	8.58
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 33.36	6.13
OPERATOR: Bobcat/Skid Steer/Skid Loader.....		
	\$ 30.26	12.58
OPERATOR: Bulldozer.....	\$ 26.01	4.95
OPERATOR: Loader.....	\$ 29.99	12.80
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....		
	\$ 30.28	13.29
OPERATOR: Roller.....	\$ 28.25	12.61
PAINTER: Spray.....	\$ 22.78	12.40
PLUMBER, Excludes HVAC Pipe Installation.....		
	\$ 26.21	12.51
SHEET METAL WORKER (HVAC Duct and HVAC Unit Installation Only).....		
	\$ 24.28	10.50
TRUCK DRIVER: Dump (All Types)...	\$ 22.08	11.51

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and

non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
 - * an existing published wage determination
 - * a survey underlying a wage determination
 - * a Wage and Hour Division letter setting forth a position on a wage determination matter
 - * a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

ATTACHMENT V
DRAWINGS

Greater Dayton Regional Transit Authority

DRAWINGS

Bid forms, specifications and drawings are available for purchase at American Reprographics Company (ARC), 424 E. Third St., Dayton, Ohio 45402, (937)-277-7930; Fax 937-277-7937, dayton@e-arc.com. The non-refundable cost per set (includes drawings, specifications, front end documents and addenda) is **to be paid by the contractor**. This cost is for pick-up of documents only. If the contractor would like shipping of documents or electronic transmission of any addenda in lieu of pick-up at ARC then the cost would be in addition to the non-refundable cost per set and is the responsibility of the contractor and payment shall be made prior to release of documents. Only complete bid document sets will be issued. Bidders are notified this is the only authorized source of bid documents in order to ensure an accurate record of bidders for addenda notification purposes. All bidders will be required to comply with all applicable Equal Employment Opportunity laws and regulations.