



REQUEST FOR PROPOSALS

Park City Transit Operations Facility BEB Chargers

OWNER

PARK CITY MUNICIPAL CORPORATION
1053 IRON HORSE DRIVE
PO BOX 1480
PARK CITY, UTAH 84060

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

PARK CITY MUNICIPAL CORPORATION

NOTICE: REQUEST FOR PROPOSALS

Park City Transit Operations Facility BEB Chargers

- PROPOSALS DUE: **Proposals must be submitted electronically through Utah Public Procurement Place (U3P) by 4:00 p.m. on Friday, May 12, 2023.** The proposals will be opened after the submission deadline. Bid security must be delivered in a sealed envelope in person to Park City Transit, Attn: Dave Gustafson, Public Works West Building, 1053 Iron Horse Drive, Park City, Utah 84060 prior to 4:00 p.m. on Friday, May 12, 2023. A photocopy or facsimile transmission of bid security will not be accepted.
- PROJECT NAME: Park City Transit Operations Facility BEB Chargers
- RFP AVAILABLE: The RFP will be available by **12:00 p.m. MST, Friday, April 21, 2023** on the Utah Public Procurement Place (“U3P”) website. Any modifications to the RFP or responses to questions submitted will be added as an addendum to the RFP posted on U3P. It is the responsibility of Respondents to regularly check for addenda.
Event Number: PCMC202322471
- PRE-SUBMISSION MEETING: At **11:00 a.m. MST, on Monday, May 1, 2023**, at the Public Works West Office, 1053 Iron Horse Drive, Park City, UT 84060. **It is MANDATORY for all Contractors to attend.**
- PROJECT LOCATION: 1053 Iron Horse Drive, Park City, Utah 84060
- PROJECT DESCRIPTION: Installation of Two (2) 150 kW ABB Bus Chargers, Six (6) ABB Power Dispensers (3 Per Charger Unit), and One (1) Precast Concrete Vault.
- OWNER: Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060
- CONTACT: Dave Gustafson, Project Manager
PCMC Economic Development, Sustainability
dgustafson@parkcity.org
- QUESTIONS: All questions regarding this RFP must be submitted in writing on the Utah Public Procurement Place (U3P) website by **12:00 p.m. MST, Friday, May 5, 2023**. Please read the Questions Section available through U3P before submitting a question because your question may have already been addressed. Please do not submit the same question multiple times.

Advertised in the Park Record on April 22, April 29, and May 6.

Advertised in the Salt Lake Tribune on April 23, April 30, and May 7.

Available on the Park City website at <https://www.parkcity.org>

Available on the Utah Public Procurement Place website at

<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>.

Available on the State Official Public Notices website at <https://www.utah.gov/pmn/>

Posted at Park City Public Works Buildings, 1053 Iron Horse Drive, Park City, Utah 84060 on April 21 - May 12.

Successful offerors will be required to enter into Park City's Construction Agreement in a form approved by the City Attorney, a copy of which is attached hereto as **Exhibit “A”** and incorporated herein.

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

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Request for Proposals

I. INTRODUCTION

Park City Transit (“PCT”) is a department of Park City Municipal Corporation (the “City” or “PCMC”) located in Summit County, Utah. PCT provides fare-free bus, on-demand, senior, and paratransit services to more than three (3) million people annually.

The project described in this Request for Proposals (“RFP”) will facilitate the City’s Net-Zero goal by preparing our facilities for the arrival of seven (7) fully electric transit buses in mid-to-late Summer of 2023. The Contractor selected to carry out the work for the City will be known hereinafter as “Contractor.”

II. SCOPE OF WORK

The final scope will be negotiated after a respondent is selected. Generally, the Contractor will be responsible for the following work activities:

Project Description: Installation of the following owner-provided equipment inside the existing Iron Horse Bus Barn located at 1053 Iron Horse Drive along with assisting with owner provided commissioning of buses and chargers:

- 1) Two (2) – 150kW ABB Bus Chargers; and
- 2) Six (6) – ABB Charger Dispensers (3 dispensers for each charger)
- 3) One (1) – Precast Concrete Vault, as specified in drawings attached as **Exhibit “B”**

In 2018, the City installed a new main distribution panel (MDP) inside the Bus Barn to provide power for seven (7) new bus chargers. During the 2018 installation, the MDP was sized for future bus chargers, and the City also installed portions of spare underground conduits for these future chargers. Contractor shall intercept and extend feeders to bus chargers and DC feeders with communications between chargers and charger dispensers.

The Contractor chosen will perform the work to install these chargers as more fully described in the Plans and Specifications, attached as **Exhibit “B”**.

III. FUNDING

The bulk of the funding is from a Federal Transit Administration (“FTA”) grant under section 5339(c) (also known as a Low-No Grant).

This project is tied to federal funding; therefore, the Contractor must agree to comply and demonstrate they can comply as stated in their response/cover letter with all Federal Transit Administration FTA clauses as outlined in **Exhibit “C”**, attached hereto and made a part hereof. Applicable clauses will also appear as an appendix to the final Construction Agreement (“CA”) executed by the City and the successful Contractor. Any requirements designated by the Federal clauses supersede applicable requirements made by Park City Municipal Corporation.

IV. CONTRACT TIME

It is anticipated for work to be completed August 15, 2023.

V. BASIS OF BIDS

Contractor shall be chosen according to best qualified Contractor. Price may not be the sole deciding factor.

VI. CONTRACTOR'S QUALIFICATIONS

To demonstrate Contractor's qualifications to perform the Work, Contractor shall submit with its proposal (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

- a. Evidence of Contractor's authority to do business in the State of Utah as well as in the City of Park City, Utah.
- b. Contractor's state or other contractor license number, including Tax ID.
- c. Evidence of three (3) projects of similar work and cost,
- d. References, minimum three (3) and maximum five (5).

A Contractor's failure to submit required qualification information within the times indicated may disqualify Contractor from receiving an award of the Contract.

No requirement in this Article 1 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Contractor's qualifications.

Contractors are advised to carefully review those portions of the Bid Form requiring Contractor's representations and certifications.

Contractors are not required to be pre-qualified for the Work.

VII. EXAMINATION OF CONTRACT DOCUMENTS AND SITE VISIT

Before submitting a proposal, Contractors shall carefully examine the Plans and Specifications provided in **Exhibit "B"** attached hereto and incorporated herein, and all other contract documents, shall visit the site of work, and shall fully inform themselves as to all existing conditions and limitations.

VIII. EXAMINATION AND PROCUREMENT OF DOCUMENTS

Complete sets of Contract Documents may be examined and obtained from the Utah Public Procurement Place (formerly SciQuest) website:

<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>

Search for Event Number: PCMC202322471

To ensure that notification of addenda is received, Contractors must register with the Utah Public Procurement Place (U3P) website:

<https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah>

IX. BID SECURITY

Bid security shall be furnished by a cashier's check or bid bond in the amount of five percent (5%) of the total bid price payable to Park City Municipal Corporation as a guarantee that the Contractor, if its Bid is accepted, will promptly execute the contract, provide evidence of insurance, and furnish a satisfactory, faithful performance bond in the amount of one hundred percent (100%) of the total bid price and a payment bond in the amount of one hundred percent (100%) of the total Bid price. Bid security must be delivered in a sealed envelope in person to Park City Transit, Attn: Dave Gustafson, Public Works West Building, 1053 Iron Horse Drive, Park City, Utah 84060 prior to 4:00 p.m. on Friday, May 12, 2023. A photocopy or facsimile transmission of bid security will not be accepted. Bid security will be returned to each unsuccessful Contractor after tabulation and award of the Construction Agreement. Any bonding requirements designated by the Federal clauses supersede applicable bonding requirements made by Park City Municipal Corporation.

X. VALIDITY PERIOD FOR BIDS

Proposals shall remain valid for ninety (90) days after the day of Bid opening. A Contractor who receives a Notice of Intent to Award and who withdraws their bid after Bid opening, but before expiration of said period, shall forfeit its bid security.

XI. GOVERNING LAWS AND REGULATIONS

This project may require the payment of Davis-Bacon wage rates. Prompt payment and payroll submittals would be required. See **Exhibit "D"** for UDOT Civil Rights determination.

Contractors on this Work will be subject to the applicable provisions of all federal, state, and local rules, laws, and regulations or orders.

XII. AMERICANS WITH DISABILITIES ACT (ADA)

In compliance with Americans with Disabilities Act ("ADA"), the following information is provided: Contact person: Dave Gustafson, Project Manager, PCMC Economic Development, Sustainability, dgustafson@parkcity.org.

If assistance is required, please contact the above office at least seventy-two (72) hours before the bid opening.

XIII. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES

A bid will not be accepted unless it contains the following representation.

THE BIDDER, OFFEROR, OR CONTRACTOR represents that it has not:

1. Provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity.

2. Retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business.
3. Knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance in the Park City Code; or
4. Knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance in the Park City Code.

XIV. AWARD

UDOT Civil Rights will review and approve the DBE commitment and/or good faith efforts made by the Contractor selected by Park City Municipal Corporation prior to the award of the Construction Agreement.

First Publication: April 21, 2023

END OF DOCUMENT

Instructions to Contractors

I. CONTENT, SCORING CRITERIA AND FORMAT OF PROPOSAL

The proposal should address the respondent's ability to provide the services outlined in the Scope of Work. Respondents shall provide the following:

A. COVER LETTER

A letter signed by an officer of the firm binding the firm/company/corporation to all comments made in the proposal. Include a primary contact person for the proposal. Limit the cover letter to one (1) page; the cover letter is excluded from the proposal page limit count.

B. TECHNICAL PROPOSAL (100%)

i. BID FORM (5%)

Complete and submit Bid Form.

ii. QUALIFICATIONS AND EXPERIENCE (40%)

Provide a description of your firm's history, experience, and qualifications to perform the scope of work. Please include:

- Resumes and biographies of all staff assigned to the project.
- Detailed description of three (3) similar/relevant projects your firm has undertaken, including results achieved. Relevant information shall include at a minimum; project electrical cost, contractor role in the project, subcontractor's scope in the project, project duration, and relevancy to this project.
- References (3-5).

iii. RESPONSE TO BID SCHEDULE (35%)

Complete price schedule and acknowledgment of measurements and payment provisions to demonstrate the ability to respond to the Bid Schedule.

Price may not be the sole deciding factor.

iv. SUBCONTRACTORS AND SUPPLIERS REPORT (5%)

Provide a detailed list of any proposed subcontractors and anticipated scope on the project.

v. WORK UNDER CONTRACT REPORT (5%)

Provide a detailed and realistic overview of current commitments of key staff. List any major assignments, key roles, and approximate competing project deadlines and schedules.

vi. CONTRACTOR STATUS REPORT (5%)

Provide a detailed list of all current work under contract.

vii. BID SECURITY (5%)

Contractors must deliver Bid security, in the form of either a Bid Bond or a cashier's check, to the Owner. Bid security must be delivered in a sealed envelope in person to Park City Transit, Attn: Dave Gustafson, Public Works West Building, 1053 Iron Horse Drive, Park City, Utah 84060 prior to 4:00 p.m. on Friday, May 12, 2023. If Bid Security is not delivered with the Bid, the Bid shall not be read.

All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA §63G-2-309, as amended.

C. FORMAT OF PROPOSAL

Proposals will be limited to fifty (50) pages measuring 8.5"x11" exclusive of the cover letter and requested edits to the CA. Respondents may substitute one (1) 11"x17" page for two (2) 8.5"x11" pages. The minimum acceptable font size will be 10 point.

II. SUBMISSION AND SELECTION TIMELINE

The following schedule includes the procurement timeline beginning with the RFP issuance through the anticipated date of City Council approval of contract negotiations with the selected contractor.

RFP available	April 21, 2023
Questions Must be Received	By 12:00 p.m. on Friday, May 5, 2023
Mandatory Pre-Submission Meeting	May 1, 2023 at 11:00 a.m.
Technical Proposal Due	By 4:00 p.m. on Friday, May 12, 2023
Selection Committee Meeting	May 15, 2023
Contractor Notification	May 19, 2023
Anticipated Date of Council Approval of Contract	June 15, 2023

- A selection committee comprised of City staff from Engineering, Transportation Planning, Transit, and Executive departments will review all submittals.
- It is anticipated that City Council will vote on the authorization of final contract with the selected contractor on June 15, 2023.
- Park City reserves the right to change any dates or deadlines.

III. PARK CITY MUNICIPAL STANDARD CONSTRUCTION AGREEMENT

- a. The successful proposer will be required to enter into Park City's standard Construction Agreement, in its current form, with the City. A draft of the CA is attached to this RFP as **Exhibit "A"** and incorporated herein.
- b. **ANY INQUIRIES RELATED TO INDEMNIFICATION OR INSURANCE PROVISIONS CONTAINED IN PARK CITY MUNICIPAL CORPORATION'S**

STANDARD AGREEMENT MUST BE SUBMITTED TO PARK CITY MUNICIPAL CORPORATION NO LATER THAN THE PROPOSAL/SUBMITTAL DEADLINE. PARK CITY MAY, IN ITS SOLE DISCRETION, CONSIDER SUCH INQUIRIES. ANY CHANGES TO PARK CITY'S STANDARD INSURANCE AND INDEMNIFICATION PROVISIONS SHALL BE APPROVED AT PARK CITY'S SOLE DISCRETION.

IV. PREPARATION OF PROPOSALS

- a. Failure to Read. Failure to Read the Request for Proposal and these instructions will be at the Contractor's own risk.
- b. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the Contractor. The City assumes no liability for any costs incurred by Contractors throughout the entire selection process.

V. PROPOSAL INFORMATION

- a. Equal Opportunity. The City will make every effort to ensure that all Contractors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- b. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the Contractor.
- c. Rejection of Proposals. Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. Park City will provide respondents written notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.
- d. No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Contractors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.
- e. Park City Municipal Corporation's policy is, subject to Federal, State and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.
- f. If Contractor utilizes third parties for completing RFP requirements, list what portion of the RFP will be completed by third parties and the name, if known, of the third party.

END OF DOCUMENT

Technical Proposal

Bid Form

To the Owner

The undersigned states and warrants that Contractor has carefully examined the plans, specifications, form of contract, instructions and other contract papers relating to the construction for which this proposal is made, and that Contractor has examined the site of the work and has given attention to and carefully considered all of the matters which affect the nature and the cost of construction and its several parts.

Name of Construction Contractor: _____

Contractor State & License No.: _____

Signature of Representative: _____

Position of Representative: _____

Contractor's Mailing Address: _____

City, State, & Zip Code: _____

Contractor's Street Address: _____

City, State, & Zip Code: _____

Phone/Fax: _____

_____ Signature Acknowledging Receipt of:

Date: _____

Amendment No. 1. _____

Amendment No. 2. _____

Amendment No. 3. _____

A proposal may be considered invalid if the Contractor fails to completely fill out and sign all documents in technical proposal.

END OF DOCUMENT

Qualifications and Experience

1.1 CONTRACTOR

- A. Name: _____
- B. Address: _____

- C. Telephone Number: _____

1.2 CONSTRUCTION AGREEMENT

- A. Park City Transit Operations Facility BEB Chargers

1.3 QUALIFICATIONS AND EXPERIENCE REPORT

- A. The completion and submission to Owner of this report by Contractor is required per the Instructions to Contractors (Page 8). Owner may declare Contractor non-responsive if this report is not submitted.
- B. Qualified Contractors must provide a description of your firm's history, experience, and qualifications to perform the scope of work. Please include:
 - a. Resumes and biographies of all staff assigned to the project.
 - b. Detailed description of three (3) similar/relevant projects your firm has undertaken, including results achieved. Relevant information shall include at a minimum; project electrical cost, contractor role in the project, subcontractor's scope in the project, project duration, and relevancy to this project.
 - c. References (3-5).
- C. For filing purposes, add Documents following this page.

1.4 EFFECTIVE DATE

Contractor executes this Qualifications and Experience report and declares it to be a supplement to the Bid and in effect as of _____, 20__.

1.5 CONTRACTOR'S SUBSCRIPTION

Contractor's signature: _____

Please print Contractor's name here: _____

Title: _____

END OF DOCUMENT

Bid Schedule

DOCUMENT INCLUDES

A. PRICE SCHEDULES.

Park City Transit Operations Facility BEB Chargers

Item #	Item	Bid Description	Bid Quantity	Unit	Unit Price	Total Price
260519 260526 260533	1	2" CND w/(3) #10cu	350	FT		
260519 260526 260533	2	Existing CND w/(3) #10cu	90	FT		
260519 260526 260533	3	Two 2" CND each w/(3) 1/0CU & #6CU	90	FT		
260519 260526 260533	4	Existing 2" CND each w/(3) 1/0CU & #6CU	200	FT		
260519 260526 260533	5	3" CND w/(2) #4/0CU, 1000VDC & (3) #2CU	65	FT		
260519 260526 260533	6	3" CND w/(2) #4/0CU, 1000VDC & (2) #2CU	50	FT		
260519 260526 260533	7	3" CND w/(2) #4/0CU, 1000VDC & (1) #2CU	45	FT		
260526	1	Ground Ring	30	FT		
260526	2	Ground Rods	8	EA		
Drawings	1	Trench, patch, repair & disposal of material	375	SQ FT		
Drawings	2	Installation of precast concrete Vault	1	EA		
Drawings	3	Core Drill	2	EA		
Drawings	4	2" CND w/12 strand MM OM3 & 18GA-4 conductor cable	70	FT		
Drawings	5	2" CND w/12 strand MM OM3, 18GA-4 conductor and CAT 6A OSP cable	100	FT		
260553	1	Gear labels	10	EA		
260573	1	Arc Flash Study and labels	1	EA		
Drawings	6	ABB Gear install and assistance with commissioning	8	EA		
Drawings	7	Concrete painting	110	FT		
Drawings	8	Misc.	1	EA		

BID TOTAL

Dollars (\$ _____)

B. MEASUREMENT AND PAYMENT PROVISIONS.

BID ITEM MEASUREMENT AND PAYMENT

GENERAL

The quantities of work and/or material stated in unit price items of Bid Schedule are supplied only to give an indication of the general scope of the Work; the Owner does not expressly or by implication agree that the actual amount of work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit price item of the Work without a change in the unit price, and shall include the right to delete any Bid item in its entirety. Payment for materials and labor will be based on actual quantities furnished, installed, or constructed in accordance with the prices bid for unit price items. Lump sum items will not change to reflect actual quantities or services rendered, unless those items are completely deleted from the project.

The Owner may terminate Work on the project at any point if, in the Owner's judgment, the Owner's best interests are not served by continuation. In such an event, the Contractor shall be paid for the value of WORK completed at that time, in accordance with the unit price and lump sum items listed on the Bid Schedule form.

1.1 CONTRACTOR

- A. Name: _____
- B. Address: _____

- C. Telephone Number: _____

1.2 CONSTRUCTION AGREEMENT

- A. Park City Transit Operations Facility BEB Chargers

1.3 PRICE SCHEDULE

- A. The completion and submission to Owner of this report by Contractor is required per the Instructions to Contractors (Page 8). Owner may declare Contractor non-responsive if this report is not submitted.

1.4 EFFECTIVE DATE

- A. A. Contractor executes this Price Schedule and Measurement and Payment Provisions and declares it to be a supplement to the Bid and in effect as of _____, 20__.

1.5 CONTRACTOR'S SUBSCRIPTION

Contractor's signature: _____

Please print Contractor's name here: _____

Title: _____

END OF DOCUMENT

Proposed Subcontractor Report

1.1 CONTRACTOR

- A. Name: _____
- B. Address: _____

- C. Telephone Number: _____

1.2 CONSTRUCTION AGREEMENT

- A. Park City Transit Operations Facility BEB Chargers

1.3 SUBCONTRACTOR AND SUPPLIER REPORT

- A. The completion and submission to Owner of this report by Contractor is required per the Instructions to Contractors (Page 8). Owner may declare Contractor non-responsive if this report is not submitted.
- B. Failure of Contractor to specify a Subcontractor for any portion of the Work constitutes an agreement by Contractor that Contractor is fully qualified to perform that portion and that Contractor shall perform that portion.
- C. Contractor will be fully responsible to Owner for the acts and omissions of Subcontractors and Suppliers and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons employed by Contractor directly.
- D. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor or Supplier and Owner. Contractor agrees that each subcontract with Contractor's Subcontractor will disclaim any third party or direct relationship between Owner and any Subcontractor or Supplier.
- E. The names and addresses of the Subcontractors and Suppliers who will work under the terms of the Contract Documents and the estimated dollar amount of each subcontract, as appropriate, are set forth in the following tables.

SUBCONTRACTORS		
Name	Nature and Extent of Work to be Subcontracted	Amount
1.		
2.		
3.		
4.		
5.		
Total \$ _____		
Percent of Total Contract _____%		
SUPPLIERS		
Name	Nature and Extent of Work to be Subcontracted	Amount
1.		
2.		
3.		
4.		
5.		

F. Add supplemental sheets after this page, if necessary, to account for all subcontractors and suppliers.

1.4 EFFECTIVE DATE

A. Contractor executes this Subcontractor and Supplier report and declares it to be a supplement to the Bid and in effect as of _____, 20__.

1.5 CONTRACTOR'S SUBSCRIPTION

Contractor's signature: _____

Please print Contractor's name here: _____

Title: _____

END OF DOCUMENT

Work Under Contract Report

1.1 CONTRACTOR

- A. Name: _____
- B. Address: _____

- C. Telephone Number: _____

1.2 CONSTRUCTION AGREEMENT

- A. Park City Transit Operations Facility BEB Chargers

1.3 STATUS OF WORK UNDER CONTRACT

- A. The completion and submission to Owner of this report by Contractor is required per the Instructions to Contractors (Page 8). Owner may declare Contractor non-responsive if this report is not submitted.
- B. The successful Contractor is required to notify Owner in writing of any new contracts awarded before the execution of the Construction Agreement.

STATUS OF WORK UNDER CONTRACT

	Description of Contract And for Whom Performed	Date of Award	Amount of Contract	Contract Completion Date	Percent Complete	Scheduled Completion Date	Dollar Amount Outstanding
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Total of Dollar Amount Outstanding \$ _____

Contractor's Bid for this Project \$ _____

TOTAL \$ _____

C. Add supplemental sheets after this page, if necessary, to account for all work under contract.

1.4 EFFECTIVE DATE

A. Contractor executes this Work Under Contract report and declares it to be a supplement to the Bid and in effect as of _____, 20__.

1.5 CONTRACTOR'S SUBSCRIPTION

Contractor's signature: _____

Please print Contractor's name here: _____

Title: _____

END OF DOCUMENT

Contractor Status Report

1.1 CONTRACTOR

- A. Name: _____
- B. Address: _____

- C. Telephone Number: _____

1.2 CONSTRUCTION AGREEMENT

- A. Park City Transit Operations Facility BEB Chargers

1.3 CONTRACTOR STATUS REPORT

- A. The completion and submission to Owner of this report by Contractor is required per the Instructions to Contractors (Page 8). Owner may declare Contractor non-responsive if this report is not submitted.
- B. Contractor affirms that the following information is true and correct.
 - 1. Number of employees: _____
 - 2. Contractor's firm is: (check all of the following that are applicable)
 - Independently owned and operated.
 - An affiliate of*
 - A subsidiary of*
 - A division of*
 - A business with gross revenue in excess of \$ _____
 - A business with gross revenue below \$ _____

*PARENT COMPANY:

- Name: _____
- Address: _____

- Telephone Number: _____

1.4 EFFECTIVE DATE

- A. A. Contractor executes this Contractor Status report and declares it to be a supplement to the Bid and in effect as of _____, 20__.

1.5 CONTRACTOR'S SUBSCRIPTION

- Contractor's signature: _____
- Please print Contractor's name here: _____
- Title: _____

END OF DOCUMENT

Performance Bond

GENERAL

1.1 BOND

- A. Number: _____.
- B. Amount: _____ dollars (\$ _____).

1.2 SURETY

- A. Name: _____
- B. Address: _____
- C. Telephone number: _____.

1.3 CONTRACTOR

- A. Name: _____
- B. Address: _____
- C. Telephone number: _____.

1.4 OWNER

- A. Park City Municipal Corporation, a Utah municipal corporation, 445 Marsac Ave, Park City, Utah 84060.

1.5 CONSTRUCTION AGREEMENT

- A. Park City Transit Operations Facility BEB Chargers

1.6 DEFINED TERMS

- A. The completion and submission to Owner of this report by Contractor is required per the Instructions to Contractors (Page 8). Owner may declare Contractor non-responsive if this report is not submitted.
- B. Terms used in this Performance Bond which are defined in Article 1.1 of the General Conditions in the Manual of Standard Specifications published by the Utah Chapter of the American Public Works Association will have the meanings indicated in the General Conditions.

COVENANTS

2.1 SURETY'S AND CONTRACTOR'S RELATIONSHIP

- A. The Surety, as surety, and the Contractor, as principal, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner, as obligee, for the performance of the Construction Agreement.
- B. If the Contractor performs the Construction Agreement, the Surety and the Contractor shall have no obligation under this Bond; otherwise, this Bond shall remain in full force and effect.

2.2 NOTICE

- A. Notice to the Surety, the Owner, or the Contractor shall be sent by registered or certified mail, postage prepaid, by hand delivery, or by overnight delivery service for which a delivery receipt is required, to the address shown on this Bond.

- B. Notices sent as provided in Section 2.2A shall be effective on the date on which such notice was sent.
- C. If the time for response to any notice expires on a Saturday, Sunday, or a legal holiday in the State of Utah, the time shall be extended to the next business day.

2.3 PROCEDURE TO INVOKE SURETY'S OBLIGATION

- A. If the Contractor fails to perform any of its obligations under the Construction Agreement, and such failure to perform has not been waived by the Owner, the Owner may notify the Contractor and the Surety, at their addresses described above, that the Contractor is in default, and may formally terminate the Contractor's right to perform its obligations under the Construction Agreement.
- B. If the Construction Agreement is terminated, the Owner shall pay the unpaid Balance of the Contract Price to the Surety for completion of the Work in accordance with the terms of the Construction Agreement or to a contractor selected by the Surety to perform the Work in accordance with the terms of the Construction Agreement.

2.4 SURETY'S OPTIONS AT CONTRACTOR TERMINATION

- A. Surety Completes the Work: The Surety may undertake to perform and complete the Work itself, through its agents, or through independent contractors.
- B. Surety Obtains Bids or Proposals: The Surety may obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Work.
 - 1. Such bids or proposals shall be prepared by the Surety for execution by the Owner and the completion contractor selected.
 - 2. The Surety shall secure the contract with performance and payment bonds executed by a qualified surety equivalent to this Bond and the payment bond (Page 26).
 - 3. The Surety shall pay to the Owner the amount of damages as described in Section 2.6 in excess of the balance of the Contract Price incurred by the Owner resulting from the Contractor's default.
- C. Surety to Pay Owner: The Surety may determine the amount, not to exceed the amount of this Bond specified in Section 1.1B, for which the Surety believes it may be liable to pay, and tender payment therefore to the Owner. The Owner has sole discretion to accept payment.

2.5 PROCEDURE FOR OWNER TO DECLARE SURETY IN DEFAULT

- A. The Owner may declare the Surety to be in default pursuant to the following procedures:
 - 1. The Owner shall issue an additional written notice to the Surety, after declaring the Contractor in default as provided in Section 2.3, demanding that the Surety perform its obligations under this Bond; and
 - 2. The Surety shall respond to the Owner within fifteen (15) days after receipt of the Owner's additional notice, either denying the claim or accepting liability and exercising its options under Section 2.4.
- B. If the Owner declines to accept the payment tendered by the Surety pursuant to Section 2.4(C), or if the Surety has denied the claim in whole or in part, the Owner, without further notice, may pursue any remedies available to the Owner.

2.6 SURETY'S OBLIGATIONS

- A.** After the Owner has terminated the Contractor's right to complete its obligations under the Construction Agreement, and if the Surety elects to complete the Work under the Construction Agreement as provided in Section 2.4, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Agreement, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Agreement.
- B.** To the limit of the amount of this Bond, but subject to a commitment by the Owner to pay all valid and proper payments made to or on behalf of the Contractor under the Construction Agreement, the Surety is obligated, without duplication, for:
 - 1.** the responsibilities of the Contractor for correction of Defective Work and completion of the Work under the Construction Agreement;
 - 2.** any additional legal, design professional, and delay costs resulting from the Contractor's default, and resulting from the actions or failure to act of the Surety under Section 2.4; and
 - 3.** liquidated damages that are or may become due for any reason.

2.7 UNRELATED OBLIGATIONS OF THE CONTRACTOR

- A.** The Surety shall not be liable to the Owner for obligations of the Contractor that are unrelated to the Construction Agreement, and the balance of the Contract Price shall not be reduced or changed on account of any such unrelated obligations.
- B.** No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

2.8 SURETY WAIVES NOTICE OF ANY CHANGE

- A.** Surety hereby waives notice of any change, including changes of Contract Time, Contract Price, and scope of Work, to the Construction Agreement or to related subcontracts, purchase orders, and other obligations.

2.9 VENUE

- A.** Any suit or action commenced by the Owner under this Bond shall be in a court of competent jurisdiction in Summit County, Utah.

EXECUTION

3.1 EFFECTIVE DATE

A. The Surety and the Contractor executed this Bond and declared it to be in effect as of the _____ day of _____, 20__.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. Name of organization: _____

B. Type of organization: _____

(corporation, partnership, limited liability company, individual, etc.)

C. Contractor's signature: _____

D. Print name here: _____

E. Title: _____

F. Business Entity Acknowledgement:

STATE OF UTAH _____)

: ss.

COUNTY OF _____)

The foregoing performance bond was acknowledged before me this _____ day of _____, 20__, by _____, the

[Name of signer]

_____ of _____, a _____

[Title of signer]

[Name of entity]

[State]

_____.

[State where organized and type of entity]

NOTARY PUBLIC, residing in

G. Individual Acknowledgement:

STATE OF UTAH _____)

: ss.

COUNTY OF _____)

The foregoing performance bond was acknowledged before me this _____ day of _

_____, 20 _____ by _____, an individual.

NOTARY PUBLIC, residing in

Payment Bond

GENERAL

1.1 BOND

- A. Number: _____.
- B. Amount: _____ dollars (\$ _____).

1.2 SURETY

- A. Name: _____
- B. Address: _____

- C. Telephone number: _____.

1.3 CONTRACTOR

- A. Name: _____
- B. Address: _____

- C. Telephone number: _____.

1.4 OWNER

- A. Park City Municipal Corporation (“PCMC”), a Utah municipal corporation, 445 Marsac Ave, Park City, Utah 84060

1.5 CONSTRUCTION AGREEMENT

- A. Park City Transit Operations Facility BEB Chargers

1.6 DEFINED TERMS

- A. The completion and submission to Owner of this report by Contractor is required per the Instructions to Contractors (Page 8). Owner may declare Contractor non-responsive if this report is not submitted.
- B. Terms used in this Payment Bond that are defined in Article 1.1 of the General Conditions in the Manual of Standard Specifications published by the Utah Chapter of the American Public Works Association will have the meanings indicated in the General Conditions.

COVENANTS

2.1 SURETY'S AND CONTRACTOR'S RELATIONSHIP

- A. The Surety as surety, and the Contractor, as principal, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner, as obligee, to pay for labor, materials, and equipment furnished for use in the performance of the Construction Agreement.
- B. If the Contractor makes payment for all labor, materials, and equipment furnished for use in the performance of the Construction Agreement, the Surety and the Contractor shall have no obligation under this Bond; otherwise, this Bond shall remain in full force and effect.

2.2 NOTICE

- A. Notice to the Surety, the Owner, or the Contractor shall be sent by registered or certified mail, postage prepaid, by hand delivery, or by overnight delivery service for which a delivery receipt is required, to the address shown on this Bond.
- B. Notices sent as provided in Section 2.2A shall be effective on the date on which such notice was sent.
- C. If any notice requires a period of less than seven (7) days for response, the notice shall be sent by overnight delivery.
- D. If the time for response to any notice expires on a Saturday, Sunday, or a legal holiday in the State of Utah, the time shall be extended to the next business day.

2.3 CONDITIONS OF SURETY'S LIABILITY

- A. With respect to the Owner, this Bond shall be null and void if the Contractor promptly takes the following actions:
 - 1. makes payment, directly or indirectly, for all sums due Claimants; and
 - 2. defends, indemnifies, and saves harmless the Owner from all claims, demands, Liens, or suits by any person or entity who furnished labor, materials, or equipment for use in the performance of the Work, provided the Owner has tendered defense of such claims, demands, Liens, or suits to the Contractor and the Surety.

2.4 PROCEDURE TO INVOKE SURETY'S OBLIGATION

- A. **Concerning Claimants who have a Direct Contract with the Contractor:** The Surety shall have no obligation to Claimants under this Bond who are employed by or have a direct contract with the Contractor until such Claimants have given notice to the Surety at the address shown on this Bond and have sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, stating the amount of the claim.
- B. **Concerning a Claimant who does not have a Direct Contract with the Contractor:** The Surety shall have no obligation to a Claimant under this Bond who does not have a direct contract with the Contractor until such Claimant takes the following actions.
 - 1. The Claimant furnishes written notice to the Contractor and sends a copy, or notice thereof, to the Owner, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed;
 - 2. The Claimant either receives a rejection in whole or in part from the Contractor, or does not receive within fifteen (15) days after furnishing the above notice any communication from the Contractor by which the Contractor indicates that the claim will be paid directly or indirectly; and
 - 3. Not having been paid within the above fifteen (15) days, the Claimant sends a written notice to the Surety at the address described on this Bond and sends a copy, or notice thereof, to the Owner stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

2.5 SURETY'S OPTION TO SETTLE CLAIMS

- A. When the Claimant has satisfied the conditions of Section 2.4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 2. Pay or arrange for payment of any undisputed amounts.

2.6 SURETY'S OBLIGATION

- A. The Surety's total obligation under this Bond shall not exceed the amount of this Bond, and the amount of this Bond shall be reduced in the amount of any payments made in good faith by the Surety.

2.7 UNRELATED OBLIGATIONS OF THE CONTRACTOR

- A. The Surety and the Owner shall not be liable to Claimants or others for obligations of the Contractor that are unrelated to the Construction Agreement.
- B. The Owner shall not be liable for payment of any damages, costs, or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

2.8 SURETY WAIVES NOTICE OF ANY CHANGE

- A. Surety hereby waives notice of any change to the Construction Agreement including changes of Contract Time, Contract Price, and scope of Work, or to related subcontracts, purchase orders, or other obligations.

2.9 VENUE

- A. Any suit or action commenced by a Claimant under this Bond shall be in a court of competent jurisdiction in Summit County, Utah.

2.10 COPIES OF THIS BOND

- A. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor or the Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

EXECUTION

3.1 EFFECTIVE DATE

- A. The Surety and the Contractor executed this Bond and declared it to be in effect as of the _____ day of _____, 2023.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

- C. Name of organization: _____
- D. Type of organization: _____
(corporation, partnership, limited liability company, individual, etc.)
- E. Contractor's signature: _____

F. Please print name here: _____

G. Title: _____

H. Business Entity Acknowledgement:

STATE OF UTAH _____)

: ss.

COUNTY OF _____)

The foregoing payment bond was acknowledged before me this _____ day of

_____, 20____, by _____, the

[Name of signer]

_____ of _____, a _____

[Title of signer]

[Name of entity]

[State]

_____.

[State where organized and type of entity]

NOTARY PUBLIC, residing in

4.1 INDIVIDUAL ACKNOWLEDGEMENT:

STATE OF UTAH _____)

: ss.

COUNTY OF _____)

The foregoing payment bond was acknowledged before me this _____ day of _____

_____, 20 ____ by _____,

an individual.

NOTARY PUBLIC, residing in

My Commission Expires

Certificate of Insurance

GENERAL

1.1 PROCEDURE

- A.** For filing purposes, add Certificates of Insurance to the Contract Documents following this page.

END OF DOCUMENT

Modifications to the General Conditions

(Supplementary Conditions)

This document changes provisions specified in the General Conditions in the Manual of Standard Specifications published by the Utah Chapter of the American Public Works Association.

Add the following paragraphs to Article 2.2

2.2 COPIES OF DOCUMENTS

- B. Owner shall not furnish to Contractor published Contract Documents that include the current edition of the Manual of Standard Plans and the Manual of Standard Specifications. The Contractor shall purchase such documents separately.
- C. Copies of all Contract Documents including the current edition of the Manual of Standard Plans and the Manual of Standard Specifications shall be provided on site by the Contractor.

Modify paragraph 2.5C

2.5 BEFORE STARTING CONSTRUCTION

- C. Field Office: An on-site field office is not required; however, Contractor shall provide and maintain a telephone in the field during performance of the Work such that the Engineer may always contact Contractor for transmittal of Plans and instructions and for dissemination of project information.

Modify Article 5.1

5.1 PERFORMANCE, PAYMENT AND OTHER BONDS

- A. Before Owner executes the Agreement, Contractor shall file with Owner a good and sufficient Performance Bond (Page 21) and a Payment Bond (Page 26), each in the sum of not less than one hundred percent (100%) of the Contract Price.
- B. The Bonds shall be executed by Contractor and issued by a company duly and regularly authorized to do a general surety business in the State of Utah and either (i) named in the current U.S. Treasury Department's listing of approved sureties (Department Circular 570) (as amended), or (ii) with a current "A-" rating and a financial size category rating of at least a "VII" or better in A.M. Best Co., Inc.'s Best Insurance Reports, Property and Casualty Edition.
- C. The Performance Bond shall guarantee the faithful performance of the Construction Agreement by Contractor and the Payment Bond shall guarantee the payment of labor and materials. The Bonds shall inure by their terms to the benefit of Owner. Neither this nor any other provision requiring a Performance Bond shall be construed to create any rights in any third party Claimant as against Owner for performance of the Work under the Construction Agreement.
- D. If the surety on any Bond furnished by Contractor is subject to any proceeding under the Bankruptcy Code (Title 11, United States Code) or becomes insolvent or its right to do business is terminated in the State of Utah or it ceases to meet the requirements of this Article, Contractor shall, within fifteen (15) days thereafter, substitute another Bond and surety, both of which must be acceptable to Owner.

Add the following paragraphs to Article 6.7

6.7 PERMITS

- H.** Park City Permits: In addition to any other permits required for the Work, Contractor shall obtain permits from Park City Municipal Corporation for Work on the Project. Contractor shall be responsible for submitting plans, scheduling inspections and paying all costs incidental to such actions as required for any permit required by Park City Municipal Corporation.
- I.** Other Permits: All other permit fees required by Summit County, the State of Utah, the United States of America, and any of their agencies, or by any private utility companies, shall be paid for and obtained by Contractor and included in Contractor's Bid. The following list is not exclusive and does not relieve Contractor of the responsibility of obtaining all permits:
 - 1.** Private Property Owner Permit: Written permission to use private water.
 - 2.** Private Property Owner Permit: Written permission to store product, equipment, materials, and supplies outside of the Work site boundaries.

Modify paragraph 13.6A

13.6 CORRECTION OR REMOVAL OF DEFECTIVE WORK BY CONTRACTOR

- A.** In addition to Contractor's obligations under Article 6.16, if required by Engineer, Contractor shall promptly, as directed, either correct all Defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with non-Defective Work. No rejected material, the defects of which have been subsequently corrected, shall be used in the Work unless approval in writing has been given by Engineer. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of Owner, engineers, architects, and other professionals) made necessary thereby.

Modify paragraph 13.7A

13.7 CORRECTION PERIOD

- A.** In addition to Contractor's obligations under Article 6.16, if any portion of the Work is found to be defective within one (1) year after the date of Substantial Completion, Contractor shall correct it or replace it with non-Defective Work. The one (1) year correction period may be superseded by such longer period of time as prescribed in the Contract Documents or by special guaranteed terms required by the Contract Documents.

Add the following paragraph to Article 13.7

13.7 CORRECTION PERIOD

- E.** Nothing contained in this Article 13.7 shall be construed to establish a period of limitation with respect to other obligations Contractor has under the Contract Documents, including Article 6.16. Establishment of the one (1) year period for correction of Work as described in this Article 13.7 relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be enforced, nor the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct the Work. Such times include the applicable statute of limitations or statute of repose, which may be longer than one year.

Add the following Articles to Part 16

DISPUTE RESOLUTION

16.2 GENERAL

- A.** Unless a decision is held by an appropriate court of law to have been procured by fraud or to be arbitrary and capricious or so grossly erroneous as necessarily to imply bad faith, any factual decision made under this dispute resolution procedure shall be final and binding in any suit or action arising under the Construction Agreement, including any actions by Contractor or others against Owner or any of Owner's agents, consultants, or employees.
- B.** Compliance by Contractor with provisions of this Part shall be a condition precedent to any legal action by Contractor or any of Contractor's Subcontractors and Suppliers against Owner or any of Owner's agents, consultants, or employees.
- C.** The provisions of this Part shall not preclude or limit judicial review of issues of law.
- D.** Ambiguities in or between Contract Documents shall be construed in favor of the Owner.

16.3 DISPUTES NOT RELATED TO THE GUARANTEE OF THE WORK

- A.** Any dispute arising under the Construction Agreement concerning a question of fact, not related to the guarantee of the Work (Article 13.1 of the General Conditions in the Manual of Standard Specifications published by the Utah Chapter of the American Public Works Association) that is not disposed of by contract Modification shall be decided pursuant to the following procedure.
 - 1.** Any decision by Engineer interpreting the requirements of the Contract Documents may be appealed in writing to the Engineer. The Engineer's decision, regarding that appeal shall be reduced to writing and a copy shall be mailed or otherwise furnished to Contractor within ten (10) days. The decision of Engineer shall be final and conclusive unless, within thirty (30) days after the date of receipt of such copy, Contractor mails or otherwise furnishes to Engineer a written appeal to the City Engineer.
 - 2.** Within fifteen (15) days from the receipt of any such appeal, the City Engineer shall issue a decision in writing and mail or otherwise furnish a copy thereof to Contractor. The decision of the City Engineer shall be final and conclusive unless, within fifteen (15) days from the date of receipt of such decision, the Contractor mails or otherwise furnishes to the City Engineer a written appeal to Owner's Committee.
 - 3.** Owner and Contractor shall each have the opportunity to fully present its case to the Dispute Committee before the Dispute Committee's deliberation. The Dispute Committee may request any other materials or written memoranda necessary to consider the issue, and may schedule other proceedings as necessary.
 - 4.** The decision of the Dispute Committee shall be rendered in writing within fifteen (15) days after the Dispute Committee's final hearing of the issue and receipt of any supplemental material requested by the Dispute Committee. The decision shall be mailed or otherwise delivered to Contractor.
 - 5.** The decision of the Dispute Committee shall be the final binding interpretation of the facts that are the subject of the appeal.

16.4 DISPUTES RELATED TO THE GUARANTEE

- A.** Except as otherwise provided by contract Modification, any dispute concerning a question of fact involving or arising out of the guarantee required by the Contract Documents (Article 13.1 of the General Conditions in the Manual of Standard Specifications published by the Utah Chapter of the American Public Works Association), that is not disposed of by contract Modification, shall be decided pursuant to the provisions of Paragraph 16.3 above, except that the initial factual decision shall be issued in writing by the Engineer, together with the

department head.

- B.** Any appeal therefrom shall be made within fifteen (15) days directly to the Dispute Committee where such disputes shall be governed by provisions in sub-paragraphs 3 to 5 in paragraph 16.3A above.

16.5 WORK DURING APPEAL

- A.** Notwithstanding the pendency of any protest or appeal provided above, Contractor shall, if so ordered by Engineer, proceed with the Work under the Contract Documents according to Engineer's direction and according to the decision on any appeal. The existence of a claim or protest shall not excuse Contractor from the requirements of the Contract Documents, including, but not limited to, the Contract Time.

16.6 APPEALS OF TERMINATION OR SUSPENSION

- A.** Any decision of Owner to terminate or suspend the Work shall not be subject to the provisions of this Part.

END OF DOCUMENT

Addenda

GENERAL

1.1 PROCEDURE

- A.** For filing purposes, add Addenda and Modifications to the Contract Documents following this page.

END OF DOCUMENT

**EXHIBIT “A”
CONSTRUCTION AGREEMENT**

CONSTRUCTION AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- B.** Automobile Liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) each accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.
- C.** Workers Compensation and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and Employer's Liability Insurance limits of at least One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) for bodily injury by accident, and One Million Dollars (\$1,000,000) each employee for injury by disease.

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

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

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

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

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

- F. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.
- G. The Contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- H. For any claims related to this Construction Agreement, the Contractor's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

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

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

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

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

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

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

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

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

SECTION 8. ADDITIONAL WORK/CHANGE ORDERS. The City may enlarge or reduce the work to be performed by Contractor hereunder by written notification to Contractor, including changes to the plans and specifications. The City shall pay Contractor for any additional work so requested, and shall reduce the payment to the Contractor for any reduction in labor, materials, overhead and profit margin resulting from the reduction in the work. Except as the City shall so notify the Contractor in writing, it is understood and agreed by the parties hereto that no money will be paid to the Contractor for any new or additional labor or materials furnished unless a written modification is agreed to in a document signed by both parties.

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

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

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

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

- A. If Contractor or any subcontractor should substantially violate any of the provisions of this Agreement;
- B. If Contractor substantially fails to perform any part of this Agreement;
- C. If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of seventy two (72) hours;
- D. If Contractor (1) shall become insolvent in a bankruptcy case; (2) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (3) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian (as that term is defined in 11 U.S.C. §101(11)), receiver, trustee, or other officer with similar powers with respect to it or any portion

of its property which remains undismissed for a period of ninety (90) days; (4) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (5) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (6) shall be dissolved; (7) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of ninety (90) days; (8) shall voluntarily suspend substantially all of its business operations; (9) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (10) shall take action for the purpose of any of the foregoing.

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

The Contractor shall be entitled to a hearing before a City hearing officer upon the issue of termination if it submits a written request therefore within seven (7) days of the service of the notice of the City's intent to terminate. The Contractor shall be entitled to be heard at such hearing on the issue of termination. The Contractor shall not bring an action against the City, its officers, agents or employees arising out of or relating to the termination of this Agreement before the decision is issued by the City's hearing officer(s).

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

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

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

SECTION 11. HOLD HARMLESS INDEMNIFICATION. The Contractor clearly and unequivocally agrees to indemnify and to hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or others; and provided further, that nothing herein shall require the Contractor to hold harmless or defend

the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Contractor expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Utah Code Section 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

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

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

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

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

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

The Contractor shall promptly remedy all damage or loss to any property referred to in this section caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except for acts or omissions by the City or anyone directly or indirectly employed by it, or

by anyone for whose acts it may be liable, and not attributable to the fault or negligence of the Contractor. Contractor shall remove from the site all cuttings, debris, equipment and unused material.

SECTION 16. UNENFORCEABLE CONTRACT, WAIVERS. In the event that any provision of this Agreement shall be ruled invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same provision by the other party.

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

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

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

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

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

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

E. Survey work not involving grading or use of power equipment to cut vegetation.

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

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

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

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

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

C. Deliveries. The Construction Mitigation Plan shall identify proposed delivery locations and routes. Deliveries of construction materials and supplies including concrete may be regulated as to time and routing if such deliveries will cause unreasonable noise, parking, or access issues. In order to reduce the number of delivery trips to construction sites, the stockpiling of materials on or near the site may be required. In the case of multiple construction sites in close proximity, a common materials storage and staging site may be required.

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

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

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

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

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

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

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

No additional fee is required for this sign.

SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.

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

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

SECTION 23. OBEY LAWS.

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

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

SECTION 24. NONDISCRIMINATION.

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

- A.** Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment related decision or benefit against a person otherwise qualified, because of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.
- B.** In the performance of this Agreement, Contractor shall not discriminate on account of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.
- C.** Incorporate the foregoing provisions in all subcontracts or assignments hereunder and take such actions as may be required to ensure full compliance with the provisions of this policy.

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

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

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

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

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

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

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

PARK CITY MUNICIPAL CORPORATION, a
municipal corporation

Matt Dias, City Manager

ATTEST:

City Recorder's Office

APPROVED AS TO FORM:

City Attorney's Office

INSERT CONTRACTOR NAME

Address:

Address:

City, State, Zip:

Utah Contractor License No.

Tax ID#: _____

Signature

Printed name

Title

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

STATE OF UTAH)

) ss.

COUNTY OF SUMMIT)

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

Notary Public

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

Printed name _____

Signature: _____

**APPENDIX A: FEDERAL CLAUSES FOR PROCUREMENT FUNDED WITH
FTA DOLLARS**

COMPLIANCE CERTIFICATION WITH FEDERAL REQUIREMENTS

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

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

Contractor: _____

Name: _____ Title: _____

Signature: _____ Date: _____

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

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

Flow Down

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

Model Clause/Language

There is no required language for the No Obligations clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

No Federal Government Obligation to Third Parties.

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

Applicability to Contracts

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

Flow Down

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

Model Clause/Language

There is no required language for the Program Fraud clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Program Fraud and False or Fraudulent Statements or Related Acts

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

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

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

ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g)

2 C.F.R. § 200.333

49 C.F.R. part 633

Applicability to Contracts

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

Flow Down

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

Model Clause/Language

There is no required language for record keeping and access requirements. Recipients can draw on the following language for inclusion in their federally funded procurements.

Access to Records and Reports

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

FEDERAL CHANGES

2 CFR Part 1201

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

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

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

Model Clause/Language: No specific language is mandated. The following language has been developed by FTA.

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

TERMINATION
>\$10,000

2 C.F.R. § 200.339

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

Applicability to Contracts

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

Flow Down

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

Model Clause/Language

There is no required language for the Terminations clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Termination for Convenience (General Provision)

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

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

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

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

Opportunity to Cure (General Provision)

The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

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

Termination for Default (Supplies and Service)

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

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

Termination for Default (Transportation Services)

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

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

If, after termination for failure to fulfill contract obligations, it is determined that the

Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

Termination for Default (Construction)

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

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

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

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

Termination for Convenience or Default (Architect and Engineering)

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

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

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

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

Termination for Convenience or Default (Cost-Type Contracts)

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

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

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

CIVIL RIGHTS LAWS AND REGULATIONS

Applicability to Contracts

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

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

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

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

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

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

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

Flow Down

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

Model Clause/Language

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

Civil Rights and Equal Opportunity

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

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

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases:

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

Flow Down Requirement

The incorporation of FTA terms has unlimited flow down.

Model Clause/Language

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 C.F.R. part 26

Background and Applicability

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

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

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

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

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

Flow Down

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

Clause Language

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

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

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

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

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

Overview

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

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

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

Contract Assurance

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

DBE Participation

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

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

DBE Participation Goal

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

Proposed Submission

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

1. A completed DBE Utilization Form (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the AGENCY.
3. An original DBE Letter of Intent (see below) from each DBE listed in the DBE Participation Schedule.
4. An original DBE Affidavit (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

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

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

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

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

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

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

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

make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

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

Continued Compliance

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

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

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

The successful Bidder/Offeror shall permit:

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

- All data/record(s) pertaining to DBE shall be maintained as stated in Section [insert reference to record keeping requirements for the Project.]

Sanctions for Violations

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

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

DBE UTILIZATION FORM

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

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

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

DBE PARTICIPATION SCHEDULE

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

DBE IDENTIFICATION AND INFORMATION FORM

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

DBE Goals

Race Conscious Goal

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

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

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

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

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

Race Neutral Goal

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

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

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

Goal for Contract Performance

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

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

Goal for Final Compliance

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

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

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

Determination of DBE Contractor’s Eligibility by UUCP

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

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

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

<https://www.udot.utah.gov/connect/business/civil-rights/>

In meeting the requirements of this bid condition, bidders are in no way limited to the DBE Directory referred to above in seeking out and negotiating with the DBE Contractors and determining which items of work will be subcontracted to DBE Contractors. Bidders will exercise their own judgments in selecting any subcontractor to perform any portion of the work.

DBE credit will not be allowed toward race-conscious goals for a firm or joint venture that has not been DBE certified by the UUCP.

Bidding Requirements

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

DBE Bid Assurance

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

DBE Race Conscious Commitment

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

DBE Race Neutral Participation

1. Race Neutral DBE participation includes anytime a DBE;
 - a. wins a Prime Contract through customary bidding procedures,
 - b. is awarded a subcontract on a prime contract that does not carry a DBE goal (0% goal),
 - c. wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low bid system to award subcontracts).

DBE Written Confirmation

1. Low Bidder will submit to the Civil Rights Office within three (3) work days after the bid opening written confirmation from each DBE participating in the contract as provided in the Prime Contractor's DBE Commitment. The written confirmation will include the following information:

- a. A description of the work to be performed (list specific bid items). Listed bid items will be considered committed in their entirety unless Contractors designate otherwise in their DBE commitment.
 - i. If mobilization is a bid item that is partially committed, confirm the dollar amount of the mobilization to be performed.
 - ii. If a partial quantity is committed, confirm the quantity to be performed.
 - iii. If a partial performance of an item is committed, confirm what part of the item will be performed.
 - iv. Unit bid prices for each bid item committed to a DBE.
 - v. Total dollar amounts (mathematical extensions) for each bid item committed to a DBE
- b. The dollar amount of participation by each named DBE firm.

Counting DBE Participation Toward Goals for Performance

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

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

1. The subrecipient will recognize and grant DBE credit for work performed by DBE contractors ONLY in the types of work for which DBE certification has been granted by the UUCP prior to bid opening. It is necessary all Bidders refer to the UUCP DBE Directory for direction and guidance.
2. Contractors may count only the value of the work actually performed by the DBE toward the DBE goals.
 - a. Work performed by the DBE's own forces using "regular employees" and "regular equipment."
 - b. The cost of supplies and materials obtained and purchased by the DBE and equipment leased for the work of the contract.
 - c. Work that a DBE subcontracts to a lower tier DBE firm.
3. Contractors may not count toward the DBE goals:
 - a. Supplies and material purchased and equipment leased by the DBE from the prime Contractor or its affiliates or another subcontractor on the project.
 - b. Work that a DBE subcontracts to a lower tier non-DBE firm.
4. Contractors may count toward their goals only expenditures to a DBE that performs a commercially useful function in the work of the contract.
 - a. A DBE performs a "commercially useful function" when it is responsible for the execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function,

the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

- b. The subrecipient will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
 - c. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the subrecipient must examine similar transactions, particularly those in which DBEs do not participate.
 - d. A DBE does not perform a commercially useful function if it does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
5. The subrecipient will use the following factors in determining whether a DBE trucking company is performing a commercially useful function:
- a. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - b. The DBE must be responsible for the management and supervision of the entire trucking arrangement for the purpose of meeting DBE goals.
 - c. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - d. The DBE may lease trucks from another DBE firm, including an owner operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - e. The DBE may also lease trucks from a non-DBE firm, including from an owner operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of the transportation services provided by non-DBE lessees as long as the DBE provides the employees for the leased trucks.
 - f. A lease must indicate the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
6. Contractors may count expenditures with DBEs for materials or supplies as provided in the following:
- a. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies counts toward DBE goals.
 - b. For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
 - c. If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies counts toward DBE goals.
 - d. For purposes of this paragraph, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the

contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

- i. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
- ii. A firm may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating or maintaining a place of business if the firm both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment will be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
- iii. Packagers, brokers, manufacturers' representatives, or other persons or firms who arrange, or expedite transactions are not regular dealers.
- iv. A DBE trucking company that picks up a product from a manufacturer or regular dealer and delivers the product to the Contractor performs a delivery service. Credit will not be given based on a percentage of the cost of the product; credit will be allowed only for the cost of the transportation service.

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

Americans with Disabilities Act of 1990

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

https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Final_FTA_ADA_Circular_C_4710.1.pdf
Title VI Attachments A and E

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

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

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

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

1. **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, age, disability, income status, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, disability, income status, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the (Name of Appropriate Administration) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the (Name of Appropriate Administration) as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract

sanctions as it or the (Name of Appropriate Administration) may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as the (Recipient) or the (Name of Appropriate Administration) may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (Recipient) to enter into such litigation to protect the interests of the (Recipient), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

Pertinent Non-Discrimination Authorities:

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

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

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

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

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

Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

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

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

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

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

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

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

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

>\$25,000

2 C.F.R. part 180

2 C.F.R. part 1200

2 C.F.R. § 200.213

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

Executive Order 12549

Executive Order 12689

Background and Applicability

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

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

Flow Down

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

Model Clause/Language

There is no required language for the Debarment and Suspension clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Non procurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Non procurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;

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

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

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

BUY AMERICA REQUIREMENTS

>\$150,000

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

49 U.S.C. 5323(j)

49 C.F.R. part 661

Applicability to Contracts

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

Flow Down

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

Model Clause/Language

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

Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate Requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

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

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

Certificate of Compliance with Buy America Requirements

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

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Requirements

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

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

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

Certificate of Compliance with Buy America Rolling Stock Requirements

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

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Rolling Stock Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C.

5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 C.F.R. § 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

VIOLATION AND BREACH OF CONTRACT

>\$250,000

2 C.F.R. § 200.326

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

Applicability to Contracts

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

Flow Down

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

Model Clauses/Language

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

Rights and Remedies of the AGENCY

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

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

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

Rights and Remedies of Contractor

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

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further

assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

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

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

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

Performance during Dispute

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

Claims for Damages

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

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the AGENCY is located.

Rights and Remedies

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

LOBBYING RESTRICTIONS

>\$100,000

31 U.S.C. § 1352

2 C.F.R. § 200.450

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

49 C.F.R. part 20

Applicability to Contracts

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

Flow Down

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

Model Clause/Language

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

Lobbying Restrictions

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this

transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

>\$150,000

42 U.S.C. §§ 7401 – 7671q

33 U.S.C. §§ 1251-1387

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

Applicability to Contracts

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

Flow Down

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

Model Clause/Language

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

The Contractor agrees:

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

CARGO PREFERENCE REQUIREMENTS

Involving property that may be transported by ocean vessel.

46 U.S.C. § 55305

46 C.F.R. part 381

Applicability to Contracts

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

Flow Down

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

Model Clause/Language

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

Cargo Preference - Use of United States-Flag Vessels

The contractor agrees:

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

FLY AMERICA
Foreign transportation or travel by air
49 U.S.C. § 40118
41 C.F.R. part 301-10
48 C.F.R. part 47.4

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the U.S. DOT has determined meets the requirements of the Fly America Act.

Flow Down Requirements

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

Model Clause/Language

The relevant statutes and regulations do not require any specific clause or language that recipients use in their third party contracts. A sample clause is provided for Federal contracts at 48 C.F.R. 52.247-63. Recipients can draw on the following language for inclusion in their federally funded procurements.

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

Fly America Requirements

- 1) Definitions. As used in this clause--
 - “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
 - “United States” means the 50 States, the District of Columbia, and outlying areas.
 - “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- 2) b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the

United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

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

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

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

(End of statement)

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

(End of Clause)

EMPLOYEE PROTECTIONS

>\$2,000

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

Applicability to Contracts

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

1. Prevailing Wage Requirements

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

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

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

3. Contract Work Hours and Safety Standards

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

Flow Down

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

Model Clause/Language

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

Prevailing Wage and Anti-Kickback

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

Contract Work Hours and Safety Standards

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

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

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

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this

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

Contract Work Hours and Safety Standards for Awards Not Involving Construction

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

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

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

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

BONDING REQUIREMENTS

>\$250,000
(including ferry vessels)
2 C.F.R. § 200.325
31 C.F.R. part 223

Applicability to Contracts

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

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

Flow Down

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

Model Clauses/Language

There is no required language for bonding requirements. Recipients can draw on the following language for inclusion in their federally funded procurements.

Bond Requirements

Bid Guarantee

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

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

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [90] days after the bid opening without the written consent of the RECIPIENT, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent

RECIPIENT'S damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

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

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

Performance Guarantee

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

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

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

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

documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds

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

Sample Bond Certifications

Performance Guarantee Certification

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

Designate below which form of Performance Guarantee shall be provided:

_____ Performance Bond

_____ Irrevocable Stand-By-Letter of Credit

BIDDER'S NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that

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

_____ (Insert full name and address or legal title of Surety) as Surety, hereinafter called Surety, are held and firmly bound unto RECIPIENT as Oblige, hereinafter called

Authority, in the amount of_ Dollars (\$) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

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

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

Signed and sealed this _____ day of _____ 20__ .

WITNESS

PRINCIPAL

_____ (SEAL)

_____ (Title)

WITNESS

SURETY

_____ (SEAL)

_____ (Title)

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

Irrevocable Stand-By Letter Of Credit Certificate

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

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

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

Reference to Irrevocable Standby Letter of Credit No. _____ Issued by the
Bank (the "Letter of Credit"), that:

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

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

(NAME OF BENEFICIARY)

By: _____

Its: _____

Bank Draft

FOR VALUE RECEIVED

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

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

Credit No. _____ Dated: 20_____.

To _____
(Name of Issuing Bank)

NAME OF BENEFICIARY

By _____

Its _____

SEISMIC SAFETY
New Buildings & additions.
42 U.S.C. 7701 et seq.
49 C.F.R. part 41
Executive Order (E.O.) 12699

Applicability to Contracts

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

Flow Down

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

Model Clauses/Language

The regulations do not provide suggested language for third party contract clauses. Recipients can draw on the following language for inclusion in their federally funded procurements.

Seismic Safety

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

ENERGY CONSERVATION

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

Applicability to Contracts

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

Flow Down

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

Model Clause/Language

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

Energy Conservation

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

PROMPT PAYMENT

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

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

RECYCLED PRODUCTS

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

42 U.S.C. § 6962

40 C.F.R. part 247

2 C.F.R. part § 200.322

Applicability to Contracts

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

Flow Down

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

Model Clause/Language

There is no required language for preference for recycled products. Recipients can draw on the following language for inclusion in their federally funded procurements.

Recovered Materials

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

ADA ACCESS
49 USC 531 (d)

Applicability to Contracts

The ADA Access Requirements apply to all contracts.

Applicability to Micro-Purchases

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

Flow Down Requirement

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

Model Clause/Language

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

Access Requirements for Persons with Disabilities

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

VETERANS EMPLOYMENT

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

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

Veterans Employment.

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

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Limited to states

FTA Master Agreement

Federal grant monies ((insert total UDOT federal grant amount)) fund this contract, in whole or in part (Section 53XX – CFDA 20.5XX). As such, agencies receiving such funds and contractors awarded contracts that use such funds must comply with certain Federal certifications and clause requirements. This includes, for purchases of rolling stock over \$150,000, compliance with Buy America Act requirements, including pre-award and post-delivery audit requirements and certifications, as well as requirements and certifications applicable under the Federal Motor Vehicle Safety Standard (FMVSS). It is the contractor’s responsibility to be aware of the pertinent certifications and contract clauses, as identified by the Issuing Agency for the instant procurement and ensure compliance with such requirements prior to award and throughout the term of any resultant contract. The full text of these clauses is available at the National Rural Transit Assistance Program (RTAP) website under “Procurement Pro.” The website address is: <http://www.nationalrtap.org/>

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

Applicability to Contracts

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

Applicability to Micro-Purchases

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

Flow Down Requirement

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

Model Clause/Language

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

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

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

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

SAFE OPERATION OF MOTOR VEHICLES

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

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

(b) **Distracted Driving, Including Text Messaging While Driving.** The Recipient agrees to comply with:

- (1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225);
- (2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009; and
- (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:
 - (i) **Safety.** The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;
 - (ii) **Recipient Size.** The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and
 - (iii) **Extension of Provision.** The Recipient agrees to include the preceding Special Provision of section 34(b)(3)(i) – (ii) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party sub agreement at each tier supported with federal assistance.

DISPUTES, BREACHES, DEFAULTS, AND LITIGATION

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

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

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

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

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

(c) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA’s prior written concurrence.

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

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

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

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See [Public Law 115-232](#), section 889 for additional information.
- (d) See also [§ 200.471](#).

APPENDIX B: UDOT CIVIL RIGHTS MEMORANDUM

Memorandum

DATE: April 12, 2023

TO: Park City

FROM: Tori Berry
Civil Rights Manager

SUBJECT: Park City Transit Operations Facility BEB Chargers

DBE GOAL: N/A

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

Your attention to the DBE goal is appreciated. This memo is valid for 6 months or if changes are made to scope of work, it will need to be resubmitted to Civil Rights for revision.



EXHIBIT “B”
PLANS AND SPECIFICATIONS

SYMBOLS LEGEND	
SYMBOL	DESCRIPTION
REFERENCE AND LINE SYMBOLS	
	DETAIL INDICATOR. A5 INDICATES DETAIL NUMBER, E-501 INDICATES DRAWING SHEET WHERE DETAIL IS SHOWN.
	ELEVATION OR SECTION INDICATOR, EXTERIOR. A5 INDICATES ELEVATION OR SECTION NUMBER, E-201 INDICATES DRAWING SHEET WHERE ELEVATION OR SECTION IS SHOWN.
	ELEVATION OR SECTION INDICATOR, INTERIOR. A5 INDICATES ELEVATION OR SECTION NUMBER, E-201 INDICATES DRAWING SHEET WHERE ELEVATION OR SECTION IS SHOWN.
	ROOM IDENTIFIER WITH ROOM NAME AND NUMBER.
	KEYNOTE INDICATOR.
	REVISION INDICATOR.
	BREAK, STRAIGHT: TO BREAK PARTS OF DRAWING
	BREAK, ROUND
	NEW LINE: MEDIUM LINE.
	HIDDEN FEATURES LINE: HIDDEN, THIN LINE
	EXISTING TO REMAIN LINE: THIN LINE.
	CONTRACT LIMIT LINE: DASHDOT, WIDE LINE.
	CONCRETE EXPANSION JOINT LINES
WIRING METHODS	
	WIRING.
	SINGLE BRANCH CIRCUIT HOME RUN TO PANELBOARD WITH DEDICATED NEUTRAL CONDUCTOR. LETTER AND NUMBER NOTATION IDENTIFY PANEL AND CIRCUIT NUMBER.
	BRANCH CIRCUIT HOME RUN TO PANELBOARD. NUMBER OF ARROWS INDICATES NUMBER OF CIRCUITS. LETTER AND NUMBER NOTATIONS IDENTIFY PANEL AND CIRCUIT NUMBERS.
	CONDUIT STUB. DIMENSION RECORD DRAWINGS AND MARK.
	CONDUCTOR & CONDUIT ("CC") SCHEDULE INDICATOR. REFER TO ONE-LINE DIAGRAM.
	ELECTRIC VEHICLE CHARGING STATION.
	GROUND BUSBAR. REFER TO GROUNDING RISER DIAGRAM FOR ADDITIONAL INFORMATION.

SYMBOLS LEGEND	
SYMBOL	DESCRIPTION
ELECTRICAL POWER AND DISTRIBUTION	
	DISCONNECT, NONFUSED (ONE-LINE DIAGRAM).
	CIRCUIT BREAKER, MOLDED CASE (ONE-LINE DIAGRAM).
	CIRCUIT BREAKER, MOLDED CASE WITH SHUNT TRIP (ONE-LINE DIAGRAM).
	CIRCUIT BREAKER, MOTOR CIRCUIT PROTECTION (ONE-LINE DIAGRAM).
	CIRCUIT BREAKER, ADJUSTABLE TRIP. "225AF" REPRESENTS THE RATING AND "150AT" REPRESENTS THE TRIP-SETTING. (ONE-LINE DIAGRAM).
	CIRCUIT BREAKER, SOLID STATE (ONE-LINE DIAGRAM).
	CIRCUIT BREAKER, SOLID STATE WITH GROUND FAULT PROTECTION (ONE-LINE DIAGRAM).
	TRANSFORMER (ONE-LINE DIAGRAM).
	DISTRIBUTION PANELBOARD, MOTOR CONTROL CENTER, PULG-IN BUSWAY, MEDIUM VOLTAGE SWITCHBOARD (ONE-LINE DIAGRAM).
	PANELBOARD (ONE-LINE DIAGRAM).
	PANELBOARD WITH MAIN LUGS ONLY. BUS SIZE AND PHASE AS SHOWN (ONE-LINE DIAGRAM).
	PANELBOARD WITH MAIN CIRCUIT BREAKER. SIZE AND PHASE AS SHOWN (ONE-LINE DIAGRAM).
	PANELBOARD WITH MAIN AND SUB FEED CIRCUIT BREAKER (ONE-LINE DIAGRAM).
	PANELBOARD WITH MAIN LUGS ONLY AND SURGE PROTECTION WITH CIRCUIT BREAKER (ONE-LINE DIAGRAM).
	PANELBOARD WITH SUB FEED LUGS (ONE-LINE DIAGRAM).
	PANELBOARD WITH CIRCUIT BREAKER AND SUB FEED LUGS (ONE-LINE DIAGRAM).
	DIGITAL MULTIMETER (ONE-LINE DIAGRAM).
	EARTH GROUND (ONE-LINE DIAGRAM).
	PANELBOARD CABINET, FLUSH MOUNTED.
	PANELBOARD CABINET, SURFACE MOUNTED, 1 SECTION.
	PANELBOARD CABINET, SURFACE MOUNTED, 2 SECTION.
	DISTRIBUTION PANEL OR SWITCHBOARD.
	LIGHTING RELAY, CONTACTOR PANEL, OR DIMMING ENCLOSURE.

ABBREVIATIONS			
NOTE: ALL ABBREVIATIONS MAY NOT BE USED.			
1P	SINGLE POLE	KVAR	KILOVOLT AMPERE REACTIVE
1PH	SINGLE-PHASE	KW	KILOWATT
1WAY	ONE-WAY	KWH	KILOWATT HOUR
2C	TWO-CONDUCTOR	LED	LIGHT EMITTING DIODE
2WAY	TWO-WAY	LFCM	LIQUID TIGHT FLEXIBLE METAL CONDUIT
3C	THREE-CONDUCTOR	LFT	LIQUID TIGHT FLEXIBLE NONMETALLIC CONDUIT
3WAY	THREE-WAY	LPS	LOW PRESSURE SODIUM
4OUT	QUADRUPL RECEPTACLE	LRA	LOCKED ROTOR AMPS
4PDT	FOUR-POLE DOUBLE THROW	LTS	LOW VOLTAGE
4PST	FOUR-POLE SINGLE THROW	LV	LOW VOLTAGE
4W	FOUR-WIRE	MATV	MASTER ANTENNA TELEVISION SYSTEM
4WAY	FOUR-WAY	MAX	MAXIMUM
A	ABOVE COUNTER	MC	METAL CLAD
AC	ARMORED CABLE	MCA	MINIMUM CIRCUIT AMPS
ADA	AMERICANS WITH DISABILITIES ACT	MCB	MAIN CIRCUIT BREAKER
ADJ	ADJACENT	MCC	MOTOR CONTROL CENTER
AF	ABOVE FINISHED FLOOR	MCP	MOTOR CIRCUIT PROTECTION
AFG	ABOVE FINISHED GRADE	MDP	MAIN DISTRIBUTION PANEL
AIC	AMPERE INTERRUPTING CAPACITY	MG	MOTOR GENERATOR
ALUM	ALUMINUM	MH	MANHOLE
AMP	AMPERE	MIN	MINIMUM
ANN	ANNUNCIATOR	MLO	MAIN LUGS ONLY
AP	ACCESS POINT (WIRELESS DATA)	MOCPP	MAXIMUM OVERCURRENT PROTECTION
AR	AS REQUIRED	MTS	MANUAL TRANSFER SWITCH
ASB	AMPS SHORT CIRCUIT	NA	NOT APPLICABLE
ATS	AUTOMATIC TRANSFER SWITCH	NC	NORMALLY CLOSED
AV	AUDIO VISUAL	NEC	NATIONAL ELECTRICAL CODE
AWG	AMERICAN WIRE GAGE	NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
BB	BUCK-BOOST TRANSFORMER	NFC	NATIONAL FIRE CODE
BF	BELOW FINISHED FLOOR	NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
BFG	BELOW FINISHED GRADE	NIC	NOT IN CONTRACT
C	CEILING MOUNTED	NL	NIGHT LIGHT
CAT	CATEGORY	NO	NORMALLY OPEN
CATV	COMMUNITY ANTENNA TELEVISION	NTS	NOT TO SCALE
CB	CIRCUIT BREAKER	OC	ON CENTER
CCBA	CUSTOM COLOR AS SELECTED BY ARCHITECT	OCP	OVER CURRENT PROTECTION
CCTV	CLOSED CIRCUIT TELEVISION	OE	OWNER ELECTRONICS
CF/CI	CONTRACTOR FURNISHED/ CONTRACTOR INSTALLED	OF/CI	OWNER FURNISHED/ CONTRACTOR INSTALLED
CF/IO	CONTRACTOR FURNISHED/ OWNER INSTALLED	OF/IO	OWNER FURNISHED/ OWNER INSTALLED
CFBA	CUSTOM FINISH AS SELECTED BY ARCHITECT	OPF	OBTAIN FROM PLANS
CKT	CIRCUIT	OH DR	OVERHEAD (COLLING) DOOR OVERLOAD
CM	CONSTRUCTION MANAGER	PB	PUSHBUTTON
CND	CONDUIT	PF	POWER FACTOR
CO	CONVENIENCE OUTLET	PH	PHASE
COR	CONTRACTING OFFICERS REPRESENTATIVE	PNL	PANEL
CP	CONTROL PANEL	PNM	PLENUM
CT	CURRENT TRANSFORMER	PR	PAIR
CTV	CABLE TELEVISION	PS	POWER SUPPLY
CU	COPPER	PT	POTENTIAL TRANSFORMER
dB	UNIT OF SOUND LEVEL	PTZ	PAN/TILT/ZOOM
DDT	DOUBLE POLE, DOUBLE THROW	QTY	QUANTITY
DS	DISCONNECT SWITCH	R	REMOVE
E	ENHANCED	RCP	REFLECTED CEILING PLAN
EA	EACH	RMC	RIGID METAL CONDUIT
EM	EMERGENCY	RNC	RIGID NONMETAL CONDUIT
EMT	ELECTRICAL METALLIC TUBING	RPM	REVOLUTIONS PER MINUTE
ENT	ELECTRIC NONMETALLIC TUBING	RPP	RISER PATCH PANEL
EPO	EMERGENCY POWER OFF	RR	REMOVE AND RELOCATE
EQUIP	EQUIPMENT	S	START/STOP
ER	EQUIPMENT ROOM	SCA	SHORT CIRCUIT AMPS
EX	EXISTING	SCBA	STANDARD COLOR AS SELECTED BY ARCHITECT
F	FURNITURE MOUNTED	SFS	SQUARE FOOT (FEET)
FA	FIRE ALARM	SFBA	STANDARD FINISH AS SELECTED BY ARCHITECT
FAP	FIRE ALARM CONTROL PANEL	SFP	SURGE PROTECTIVE DEVICE
FLL	FULL LOAD AMPS	SPDT	SINGLE POLE DOUBLE THROW
FMC	FLEXIBLE METAL CONDUIT	SPEC	SPECIFICATION
FOB	FREIGHT ON BOARD	SPP	STATION PATCH PANEL
FPP	FIBER PATCH PANEL	SPST	SINGLE POLE, SINGLE THROW
FVNR	FULL VOLTAGE NON-REVERSING	ST	SINGLE THROW
FVR	FULL VOLTAGE REVERSING	SWBD	SWITCHBOARD
GEN	GENERATOR	SWGR	SWITCHGEAR
GFCI	GROUND FAULT INTERRUPTER	TL	TWIST LOCK
GFP	GROUND FAULT PROTECTION	TP	TELEPHONE POLE
GIG	GIGA HERTZ	TP	TWISTED PAIR
GND	GROUND	TR	TELECOMMUNICATIONS ROOM
HD	HEAVY DUTY	TTB	TELEPHONE TERMINAL BOARD
HID	HIGH INTENSITY DISCHARGE	TV	TELEVISION
HOA	HAND-OFF-AUTOMATIC	TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSER
HP	HORSE POWER	TYP	TYPICAL
HPF	HIGH POWER FACTOR	UF	UNDER FLOOR
HPS	HIGH PRESSURE SODIUM	UGND	UNDERGROUND
HV	HIGH VOLTAGE	UPS	UNINTERRUPTIBLE POWER SUPPLY
HWM	HORIZONTAL WIRE MANAGEMENT	V	VOLTS
HZ	HERTZ	VA	VOLT AMPERE
IO	INPUT/OUTPUT	VFCVFD	VARIABLE FREQUENCY MOTOR CONTROLLER
IG	ISOLATED GROUND	W	WITH
IMC	INTERMEDIATE METAL CONDUIT	WV	VERTICAL WIRE MANAGEMENT
INIS	INSULATED/ISOLATED	WIO	WITHOUT
IR	INFRARED	WP	WEATHERPROOF
J-BOX	JUNCTION BOX	WPP	WIRELESS PATCH PANEL
KV	KILOVOLT	XFMR	TRANSFORMER
KVA	KILOVOLT AMPERE		

DEFINITIONS	
NOTE: ALL DEFINITIONS MAY NOT BE USED.	
INDICATED: THE TERM "INDICATED" REFERS TO GRAPHIC REPRESENTATIONS, NOTES, OR SCHEDULES ON THE DRAWINGS, OTHER PARAGRAPHS OR SCHEDULES IN THE SPECIFICATIONS, AND SIMILAR REQUIREMENTS IN THE CONTRACT DOCUMENTS. WHERE TERMS SUCH AS "SHOWN", "NOTED", "SCHEDULED", AND "SPECIFIED" ARE USED, IT IS TO HELP THE READER LOCATE THE REFERENCE, NO LIMITATION ON LOCATION IS INTENDED.	
DIRECTED: TERMS SUCH AS "DIRECTED", "REQUESTED", "AUTHORIZED", "SELECTED", "APPROVED", "REQUIRED", AND "PERMITTED" MEAN "DIRECTED BY THE ENGINEER", "REQUESTED BY THE ENGINEER", AND SIMILAR PHRASES.	
APPROVED: THE TERM "APPROVED", WHERE USED IN CONJUNCTION WITH THE ENGINEER'S ACTION ON THE CONTRACTOR'S SUBMITTALS, APPLICATIONS, AND REQUESTS, IS LIMITED TO THE ENGINEER'S DUTIES AND RESPONSIBILITIES AS STATED IN GENERAL AND SUPPLEMENTARY CONDITIONS.	
FURNISH: THE TERM "FURNISH" IS USED TO MEAN "SUPPLY AND DELIVER TO THE PROJECT SITE, READY FOR UNLOADING, UNPACKING, ASSEMBLY, INSTALLATION, AND SIMILAR OPERATIONS."	
INSTALL: THE TERM "INSTALL" IS USED TO DESCRIBE OPERATIONS AT PROJECT SITE INCLUDING THE ACTUAL "UNLOADING, UNPACKING, ASSEMBLY, ERECTION, PLACING, ANCHORING, APPLYING, WORKING TO DIMENSION, FINISHING, CURING, PROTECTING, CLEANING, AND SIMILAR OPERATIONS."	
PROVIDE: THE TERM "PROVIDE" MEANS "TO FURNISH AND INSTALL, COMPLETE AND READY FOR THE INTENDED USE."	
INSTALLER: AN "INSTALLER" IS THE CONTRACTOR OR AN ENTITY ENGAGED BY THE CONTRACTOR, EITHER AS AN EMPLOYEE, SUBCONTRACTOR, OR SUB-SUBCONTRACTOR, FOR PERFORMANCE OF A PARTICULAR CONSTRUCTION ACTIVITY, INCLUDING INSTALLATION, ERECTION, APPLICATION, AND SIMILAR OPERATIONS. INSTALLERS ARE REQUIRED TO BE EXPERIENCED IN THE OPERATIONS THEY ARE ENGAGED TO PERFORM.	
TECHNOLOGY SYSTEMS: THE TERM "TECHNOLOGY SYSTEMS" IS USED TO DESCRIBE ALL LOW VOLTAGE SYSTEMS GENERALLY REFERRED TO AS "SPECIAL SYSTEMS". THESE SYSTEMS INCLUDE BUT ARE NOT NECESSARILY LIMITED TO ALL SYSTEMS WHICH UTILIZE VOLTAGES OF LESS THAN 71 VOLTS SUCH AS SOUND SYSTEMS, VIDEO SYSTEMS, TV SYSTEMS, SECURITY SYSTEMS, VOICE AND DATA CABLING SYSTEMS, ETC...	

- ### GENERAL ELECTRICAL NOTES
- CLARIFICATION METHODS: AT THE TIME OF BIDDING, BIDDERS SHALL FAMILIARIZE THEMSELVES WITH THE DRAWINGS AND SPECIFICATIONS. ANY QUESTIONS, MISUNDERSTANDINGS, CONFLICTS, DELETIONS, DISCONTINUED PRODUCTS CATALOG NUMBER DISCREPANCIES, DISCREPANCIES BETWEEN THE EQUIPMENT SUPPLIED AND THE INTENT OR FUNCTION OF THE EQUIPMENT, ETC. SHALL BE SUBMITTED TO THE ARCHITECT/ENGINEER IN WRITING FOR CLARIFICATION PRIOR TO ISSUANCE OF THE FINAL ADDENDUM AND BIDDING OF THE PROJECT. WHERE DISCREPANCIES OR MULTIPLE INTERPRETATIONS OCCUR, THE MOST STRINGENT (WHICH IS GENERALLY RECOGNIZED AS THE MOST COSTLY) THAT MEETS THE INTENT OF THE DOCUMENTS SHALL BE ENFORCED.
 - OWNER FURNISHED ITEMS: THE OWNER WILL FURNISH MATERIAL AND EQUIPMENT AS INDICATED IN THE CONTRACT DOCUMENTS TO BE INCORPORATED INTO THE WORK. THESE ITEMS ARE ASSIGNED TO THE INSTALLER AND COSTS FOR RECEIVING, HANDLING, STORAGE, IF REQUIRED, AND INSTALLATION ARE INCLUDED IN THE CONTRACT SUM.
 - THE INSTALLER'S RESPONSIBILITIES ARE THE SAME AS IF THE INSTALLER FURNISHED THE MATERIALS OR EQUIPMENT.
 - THE OWNER WILL ARRANGE AND PAY FOR DELIVERY OF OWNER FURNISHED ITEMS FREIGHT ON BOARD JOB SITE AND THE INSTALLER WILL INSPECT DELIVERIES FOR DAMAGE. IF OWNER FURNISHED ITEMS ARE DAMAGED, DEFECTIVE OR MISSING, DOCUMENT DAMAGED ITEMS WITH THE TRANSPORT COMPANY AND THE OWNER WILL ARRANGE FOR REPLACEMENT. THE OWNER WILL ALSO ARRANGE FOR MANUFACTURER'S FIELD SERVICES, AND THE DELIVERY OF MANUFACTURER'S WARRANTIES AND BONDS TO THE INSTALLER.
 - THE INSTALLER IS RESPONSIBLE FOR DESIGNATING THE DELIVERY DATES OF OWNER FURNISHED ITEMS AND FOR RECEIVING, UNLOADING AND HANDLING OWNER FURNISHED ITEMS AT THE SITE. THE INSTALLER IS RESPONSIBLE FOR PROTECTING OWNER FURNISHED ITEMS FROM DAMAGE, INCLUDING DAMAGE FROM EXPOSURE TO THE ELEMENTS, AND TO REPAIR OR REPLACE ITEMS DAMAGED AS A RESULT OF HIS OPERATIONS.
 - EXPOSED STRUCTURE AREAS (EXCLUDING MECHANICAL, ELECTRICAL, AND COMMUNICATION SPACES): INSTALL RACEWAYS BETWEEN DECK AND STRUCTURE WHEREVER POSSIBLE IN EXPOSED STRUCTURE EXPOSED AREAS. ROUTE RACEWAYS IN CONCEALED AREAS WHEREVER POSSIBLE. REFER ALL CONDITIONS WHERE RACEWAYS MUST BE INSTALLED WHICH CANNOT COMPLY WITH THESE REQUIREMENTS TO THE ARCHITECT.
 - SUBMITTALS: PROVIDE ORIGINAL ELECTRONIC PDF FORMAT, BOUND, BOOKMARKED (EACH SECTION AND PRODUCT), AND HIGHLIGHTED, JOB NAME AND SUBCONTRACTOR SHALL BE ON THE FRONT COVER. PREPARE INDEX OF EQUIPMENT SUBMITTED IN EACH TAB.
 - ALL WORK SHALL BE DONE ACCORDING TO THE CURRENT NATIONAL ELECTRIC CODE (NEC), IBC, NFPA, AND IFC. COMPLIANCE AND FINAL APPROVAL IS SUBJECT TO THE ON SITE FIELD INSPECTION OF THE AHJ.
 - ALL CONTRACTOR PROVIDED EQUIPMENT SHALL MEET FEDERAL TRANSIT ADMINISTRATION BUY AMERICA REQUIREMENTS INCLUDED IN THE PROVISIONS OF 49 U.S.C. SECTION 5323(J) AND 49 CFR PART 661.

ELECTRICAL SHEET INDEX	
E001	COVER SHEET
E002	SHEET INDEX, ABBREVIATIONS, AND GENERAL NOTES
E101	POWER PLAN
E102	ENLARGED POWER PLAN
E501	ELECTRICAL DETAILS
E502	TYPICAL LABELING DETAILS
E601	ONE LINE DIAGRAM

STRUCTURAL SHEET INDEX	
S001	GENERAL STRUCTURAL NOTES
S100	FOOTING FOUNDATION PLAN
S500	STRUCTURAL CONCRETE DETAILS

THE FOLLOWING EQUIPMENT ARE TO BE OWNER FURNISHED AND CONTRACTOR INSTALLED:
 - (2) 150KW ABB POWER CABINETS
 - (6) ABB DEPOT CHARGE BOXES
 - (6) ABB MOUNTING PEDESTALS
 - CUSTOM PRECAST VAULT



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PARK CITY TRANSIT OPERATIONS FACILITY BEB CHARGERS

1053 IRON HORSE DRIVE
 PARK CITY, UTAH 84060

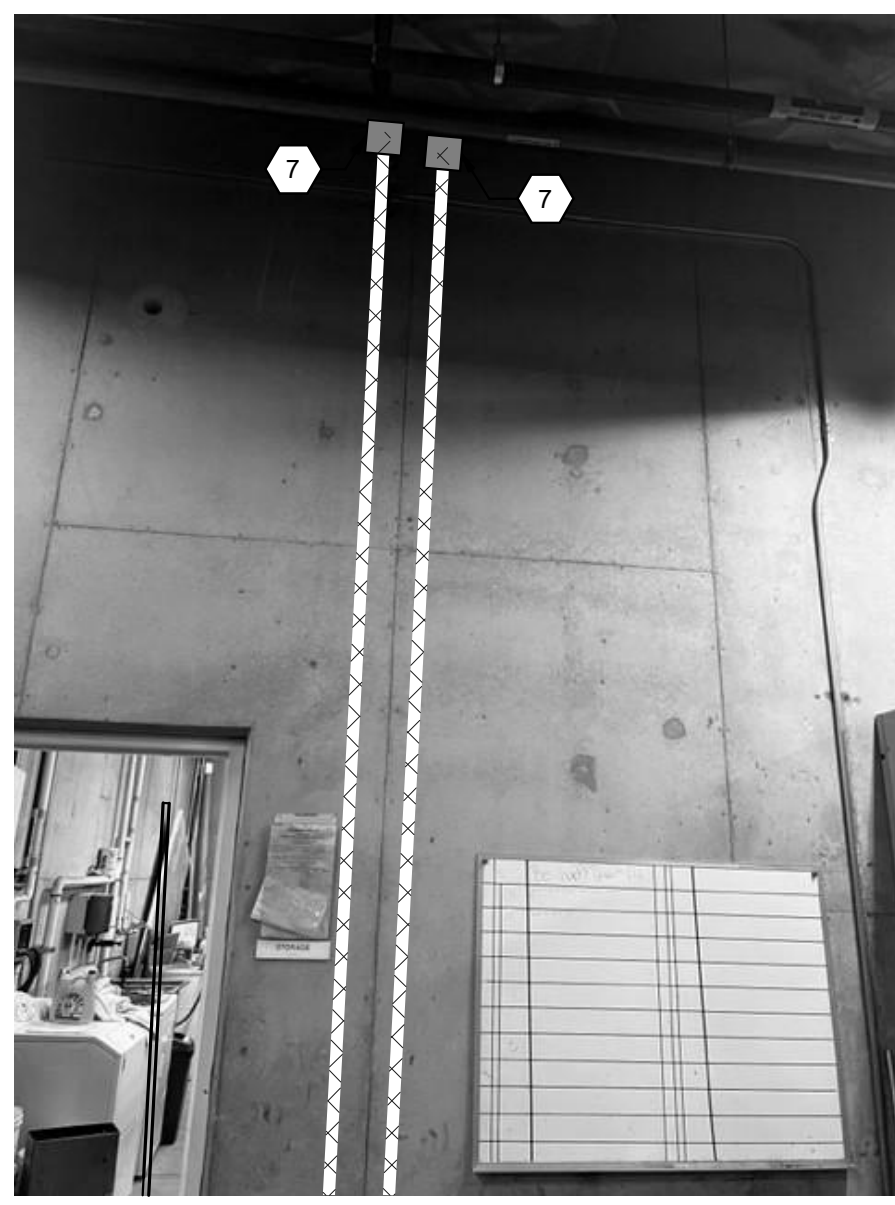
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 DRAWN BY: IBC
 CHECKED BY: LSK
 DESIGNED BY: BIG
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SHEET TITLE
 SHEET INDEX, ABBREVIATIONS, AND GENERAL NOTES

E002



D1 RACEWAY PATH EXTERIOR
SCALE: NTS



D2 RACEWAY PATH INTERIOR
SCALE: NTS



D3 EXISTING CHARGING DISPENSERS AND CONDUIT STUBS
SCALE: NTS

GENERAL SHEET NOTES

- 1 THE CONTRACTOR IS RESPONSIBLE FOR ALL TRENCHING, BACKFILL, AND COMPACTION ASSOCIATED TO ALL ELECTRICAL UNDERGROUND RACEWAYS AND CABLES. SEE UNDERGROUND RACEWAY DETAILS FOR REQUIREMENTS FOR EACH TRENCH.
- 2 THE CONTRACTOR IS RESPONSIBLE FOR ALL CONCRETE CUTTING AND REPLACEMENT OF CONCRETE TO MATCH EXISTING ASSOCIATED WITH UNDERGROUND RACEWAYS PROVIDED AS PART OF THIS PROJECT.
- 3 ALL MATERIALS PROVIDED FOR PROJECT SHALL MEET THE FTA BUY AMERICA ACT. CONTRACTOR SHALL SUBMIT CERTIFICATION TO ENGINEER AND OWNER FOR REVIEW FOR ALL MATERIALS.
- 4 THE CONTRACTOR IS RESPONSIBLE FOR BECOMING FAMILIAR WITH EXISTING CONDITIONS AND VERIFYING THE CONDITIONS PRIOR TO BIDDING PROJECT. IF ANY DISCREPANCIES OCCUR BETWEEN THE EXISTING PHYSICAL CONDITIONS ON SITE AND THE CONDITIONS DESCRIBED IN THE DRAWINGS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING.
- 5 UNLESS NOTED OTHERWISE, ELECTRICAL ITEMS SHOWN IN DARK AND SOLID LINES ARE NEW AND THE CONTRACTOR SHALL PROVIDE THEM. ITEMS SHOWN IN SOLID LIGHT LINES ARE TO REMAIN.
- 6 CONSTRUCTION SITE SHALL BE CLEANED UP OF DEBRIS AND WASTE AND HAULED OFF SITE EVERY DAY. PROTECTION PUT IN PLACE AT CONSTRUCTION SITE WILL BE ALLOWED TO STAY UP OVERNIGHT.
- 7 CONTRACTOR SHALL REPAIR/REPLACE ALL WALLS, FLOORS, LANDSCAPE, ETC THAT IS DAMAGED DURING CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER.
- 8 FLOOR TO CEILING OF THE GARAGE MEASURES APPROXIMATELY 19FT.
- 9 CONTRACTOR TO REPAIR OR REPLACE ALL TRAFFIC PAINT DAMAGED OR REMOVED FROM THE SITE.
- 10 CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN CITY AND/OR AUTHORITIES HAVING JURISDICTION PERMITS FOR WORK AS REQUIRED FOR PROJECT.
- 11 EXACT ROUTING OF CONDUIT IS UNKNOWN. LINES SHOWN ARE BASED ON DRAWINGS PROVIDED BY OWNER/OTHERS. CONTRACTOR SHALL BE RESPONSIBLE TO FIELD VERIFY ALL LOCATIONS AND LENGTHS, WITH MODIFICATION AS REQUIRED AT NO ADDITIONAL COST TO THE OWNER.
- 12 ALL CONTRACTOR PROVIDED EQUIPMENT SHALL MEET FEDERAL TRANSIT ADMINISTRATION BUY AMERICA REQUIREMENTS INCLUDED IN THE PROVISIONS OF 49 U.S.C. SECTION 5323(j) AND 49 CFR PART 661.

SHEET KEYNOTES

- 1 INTERCEPT EXISTING UNDERGROUND RACEWAYS AND EXTEND TO NEW GEAR LOCATION. PROVIDE ALL NEW CABLING AS REQUIRED.
- 2 SAW CUT, DEMOLISH CONCRETE BETWEEN EXPANSION JOINT TO EXPANSION JOINT. INSTALL NEW FEEDERS, BACKFILL AND REPAIR CONCRETE. REFER TO CONCRETE PATCHING DETAILS FOR ADDITIONAL INFORMATION.
- 3 CONTRACTOR SHALL INSTALL OWNER PROVIDED ABB POWER CABINETS. CONTRACTOR SHALL ASSIST ABB WITH COMMISSIONING OF SYSTEM.
- 4 CONTRACTOR TO SAW CUT, TRENCH/EXCAVATE AND DEMOLISH EXISTING CONCRETE FOR NEW VAULT. INSTALL NEW CUSTOM VAULT. PATCH AND REPAIR ALL CONCRETE SURROUNDING POWER CABINETS/VAULT. CONTRACTOR SHALL ADJUST TRENCHING WIDTH AS REQUIRED FOR INSTALLATION, AND REMOVE FROM EXPANSION JOINT TO EXPANSION JOINT.
- 5 CONTRACTOR SAW CUT CONCRETE. DEMOLISH CONCRETE. INTERCEPT EXISTING UNDERGROUND (1) 2" CONDUIT AND EXTEND TO PANELBOARD "1-PA".
- 6 CONTRACTOR TO SAW CUT, TRENCH AND DEMOLISH CONCRETE FOR CONDUIT INSTALL. INSTALL NEW CONDUIT. REPAIR ALL CONCRETE SURROUNDING CONDUIT, AND REPLACE WITH NEW CONCRETE AFTER INSTALL.
- 7 CONTRACTOR TO CORE WALL, ROUTE (1) 2" CONDUIT FOR DEPOT BOX CHARGER AUXILIARY POWER AND EXTEND TO PANELBOARD. ROUTE RACEWAYS SURFACE MOUNTED TO CONCRETE WALL.
- 8 CONTRACTOR TO CONNECT CABLING FROM 480V SWITCHBOARD TO POWER CABINETS' TERMINALS USING BACK TO BACK (PINK 42 100U TIN PLATED 3/8 STUD 1.88"X0.75") COMPRESSION LUGS OR EQUAL FOR PARALLELED SETS.
- 9 PROVIDE NEW BREAKER IN EXISTING SWITCHBOARD TO FEED NEW ABB POWER CABINETS.
- 10 TYP EXPANSION JOINT. CONTRACTOR SHALL EXTEND TO JOINTS WHERE SHOWN, REFER TO STRUCTURAL DRAWINGS FOR SPECIFICS ON CONCRETE WORK.

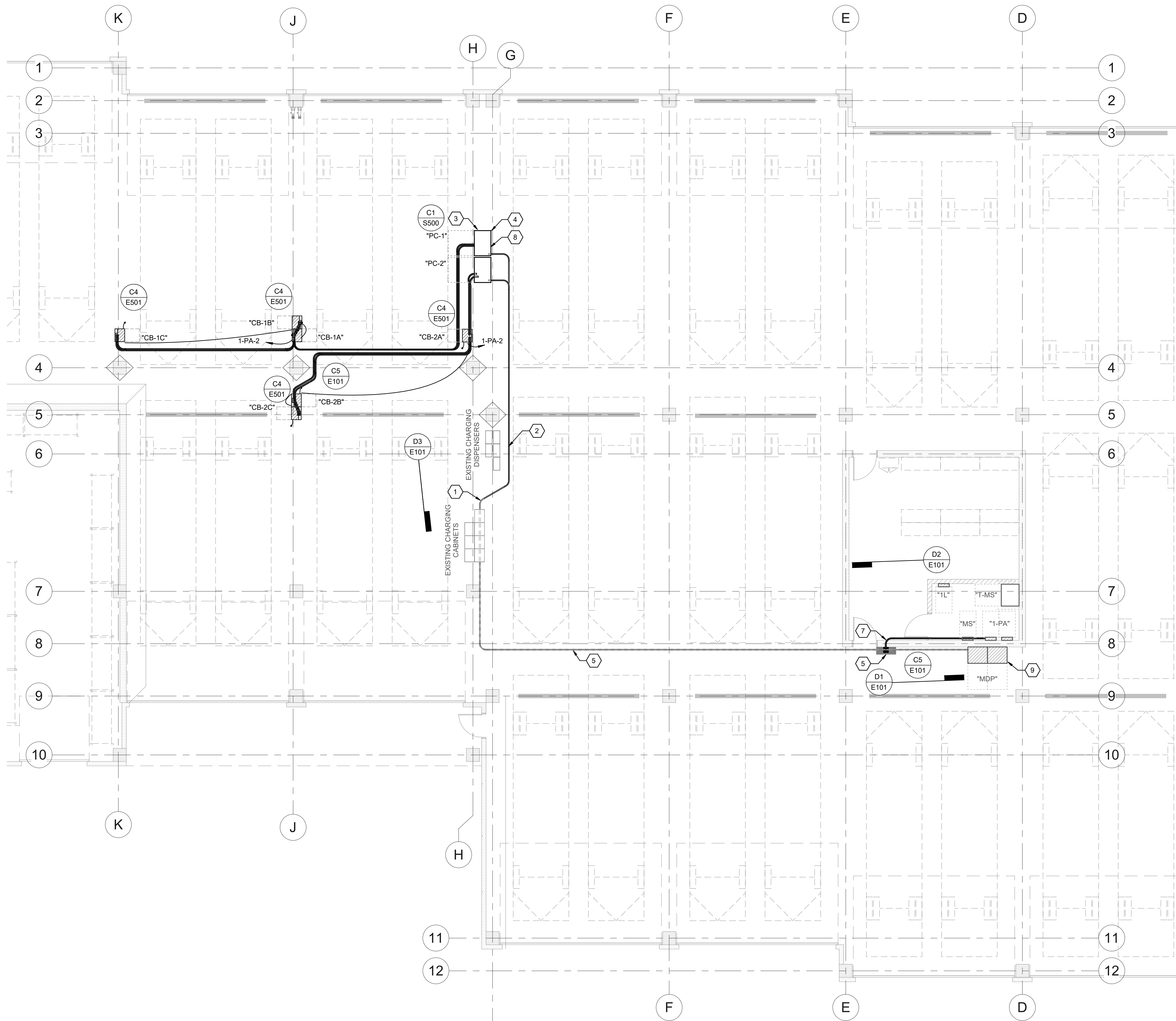


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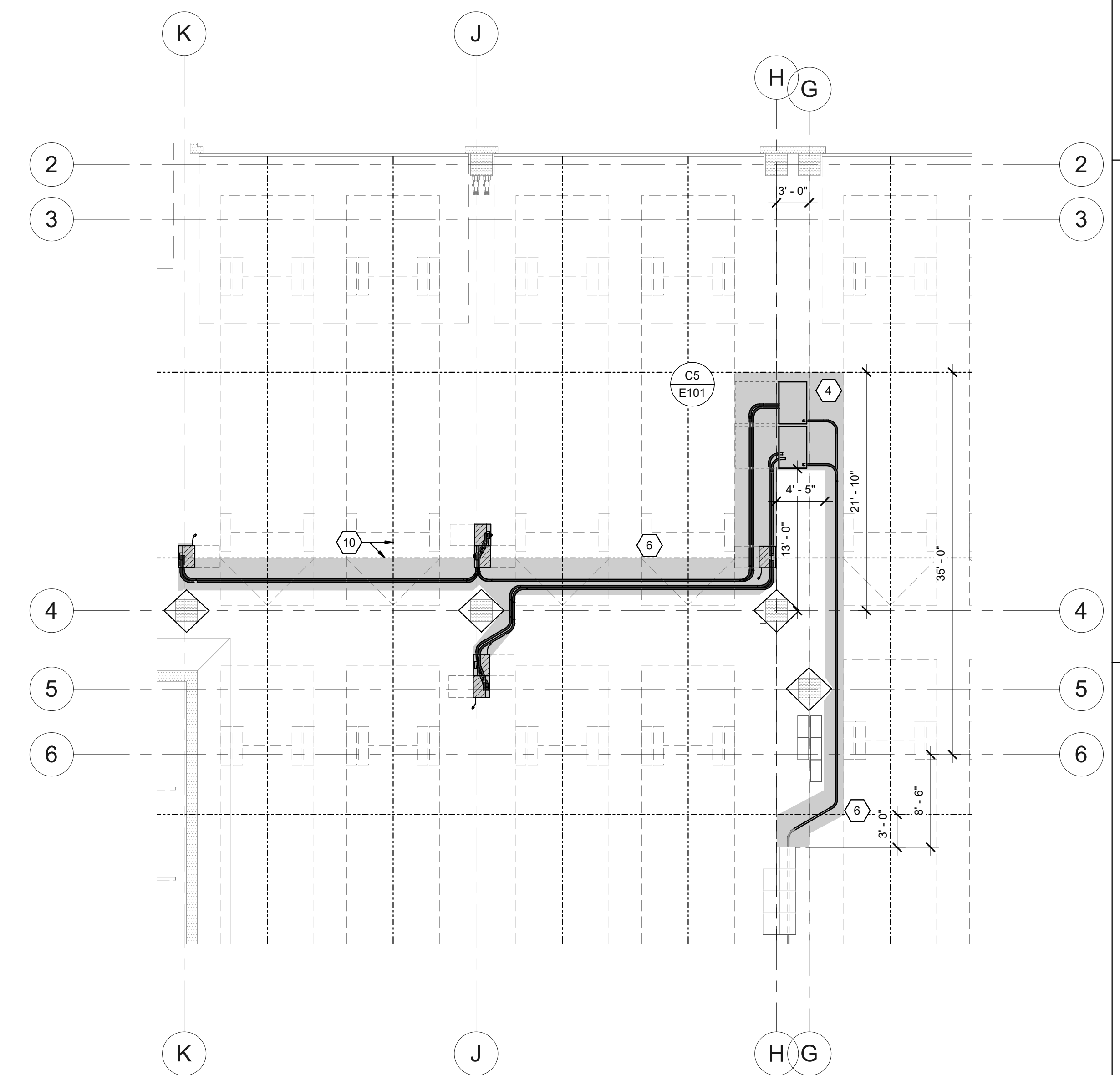
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A1 POWER PLAN
SCALE: 1/8" = 1'-0"



C5 TRAFFIC PAINT TO MAINTAIN
SCALE: NTS



A5 EXPANSION JOINT DRAWING
SCALE: 1/8" = 1'-0"

PARK CITY TRANSIT OPERATIONS FACILITY BEB CHARGERS

1053 IRON HORSE DRIVE
PARK CITY, UTAH 84060

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SHEET TITLE

POWER PLAN

E101

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1 2 3 4 5 6

GENERAL SHEET NOTES

- 1 THE CONTRACTOR IS RESPONSIBLE FOR ALL TRENCHING, BACKFILL, AND COMPACTION ASSOCIATED TO ALL ELECTRICAL UNDERGROUND RACEWAYS AND CABLES. SEE UNDERGROUND RACEWAY DETAILS FOR REQUIREMENTS FOR EACH TRENCH.
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- 5 UNLESS NOTED OTHERWISE, ELECTRICAL ITEMS SHOWN IN DARK AND SOLID LINES ARE NEW AND THE CONTRACTOR SHALL PROVIDE THEM. ITEMS SHOWN IN SOLID LIGHT LINES ARE TO REMAIN.
- 6 CONSTRUCTION SITE SHALL BE CLEANED UP OF DEBRIS AND WASTE AND HAULED OFF SITE EVERY DAY. PROTECTION PUT IN PLACE AT CONSTRUCTION SITE WILL BE ALLOWED TO STAY UP OVERNIGHT.
- 7 CONTRACTOR SHALL REPAIR/REPLACE ALL WALLS, FLOORS, LANDSCAPE, ETC THAT IS DAMAGED DURING CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER.
- 8 FLOOR TO CEILING OF THE GARAGE MEASURES APPROXIMATELY 19FT.
- 9 CONTRACTOR TO REPAIR OR REPLACE ALL TRAFFIC PAINT DAMAGED OR REMOVED FROM THE SITE.
- 10 CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN CITY AND/OR AUTHORITIES HAVING JURISDICTION PERMITS FOR WORK AS REQUIRED FOR PROJECT.
- 11 EXACT ROUTING OF CONDUIT IS UNKNOWN. LINES SHOWN ARE BASED ON DRAWINGS PROVIDED BY OWNER/OTHERS. CONTRACTOR SHALL BE RESPONSIBLE TO FIELD VERIFY ALL LOCATIONS AND LENGTHS, WITH MODIFICATION AS REQUIRED AT NO ADDITIONAL COST TO THE OWNER.
- 12 ALL CONTRACTOR PROVIDED EQUIPMENT SHALL MEET FEDERAL TRANSIT ADMINISTRATION BUY AMERICA REQUIREMENTS INCLUDED IN THE PROVISIONS OF 49 U.S.C. SECTION 5323(J) AND 49 CFR PART 661.

SHEET KEYNOTES

- 1 TYPICAL, EXISTING TRENCH DRAINS. CONTRACTOR SHALL ROUTE AROUND DRAINS AND ASSOCIATED PIPING.



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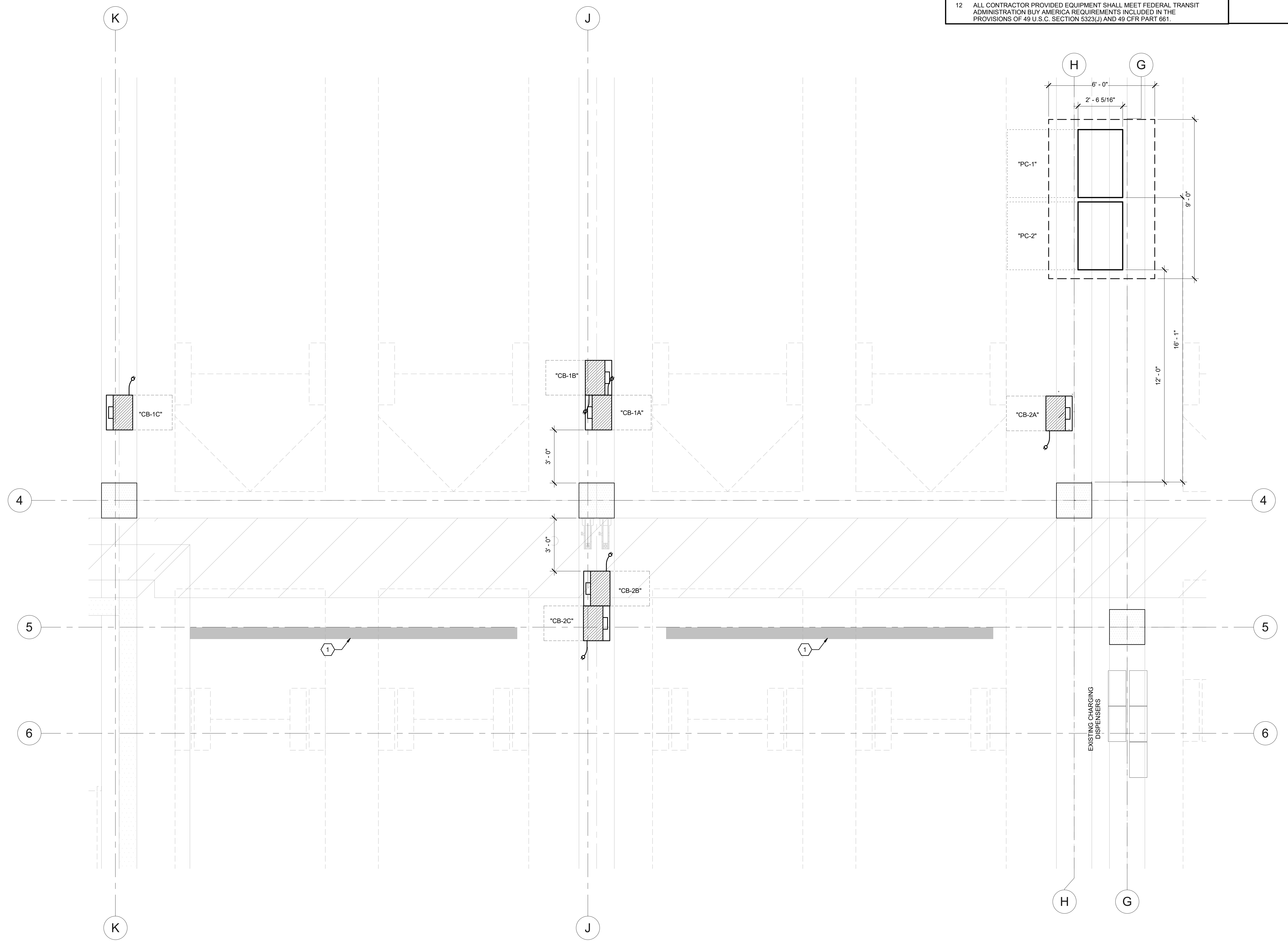
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SHEET TITLE
ENLARGED POWER PLAN

E102

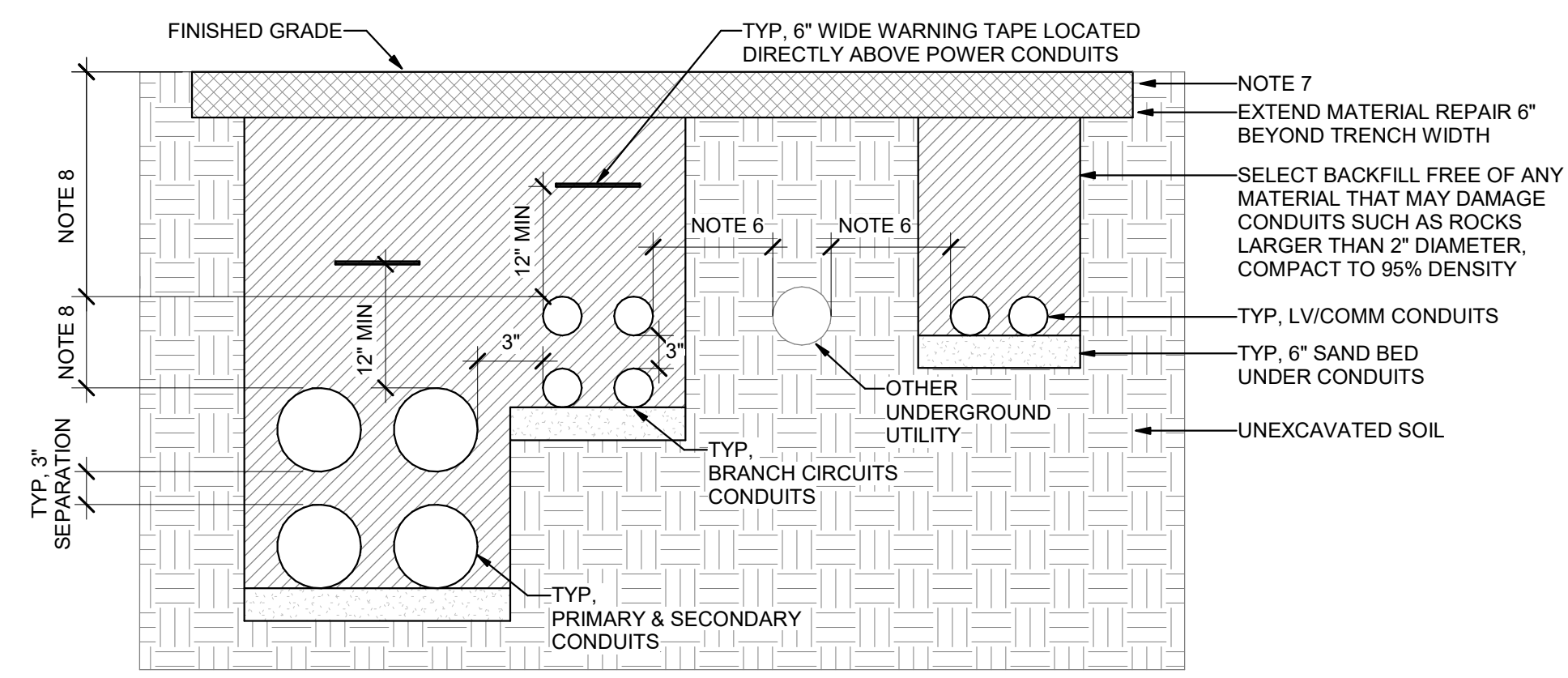


A1 GEAR PLACEMENT DIMENSIONS
SCALE: 3/8" = 1'-0"

1 2 3 4 5 6

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- NOTES:
- INSTALL CONDUITS PER LOCAL UTILITY REQUIREMENTS.
 - ALL BENDS SHALL BE LARGE RADIUS
 - PROVIDE WIDE SWEEP FIBERGLASS ELBOWS FOR UTILITY POWER CONDUITS.
 - ALL ABOVEGROUND CONDUIT IN AREAS WHERE DAMAGE MAY OCCUR, ALL STUBUPS AND THE FIRST 10' UNDERGROUND SHALL BE PVC WRAPPED RMC. ALL OTHER UNDERGROUND CONDUIT SHALL BE PVC 50H 40.
 - PROVIDE 2500 LB POLYPROPYLENE PULL ROPE WITH MEASUREMENT MARKS IN EMPTY CONDUITS.
 - MAINTAIN UTILITY SEPARATION AS SHOWN BELOW UNLESS NOTED OTHERWISE. FOR ALL OTHER UTILITIES NOT SHOWN, MAINTAIN A MINIMUM 18" CLEARANCE.
 - REPAIR EXISTING ASPHALT OR SURFACE REFER TO CIVIL SPECIFICATIONS. WHERE SPECIFICATIONS DO NOT DEFINE CONTRACTOR SHALL REPAIR TO MATCH EXISTING CONDITIONS OR REQUIREMENTS BELOW.
- FOR CONCRETE
- 5" CEMENT CONCRETE
 - 6" UNTREATED BASE COURSE COMPACT TO 95% MODIFIED PROCTOR
 - 6" PIT RUN GRAVE COMPACT TO 95% MODIFIED PROCTOR
- FOR ASPHALT
- 3" STANDARD ASPHALT
 - 4" UNTREATED BASE COURSE COMPACT TO 95% MODIFIED PROCTOR
 - 6" PIT RUN GRAVE COMPACT TO 95% MODIFIED PROCTOR
- FOR TURF/PLANTER/LANDSCAPE
- 12" TOPSOIL
8. TYPICAL DEPTHS UNLESS NOTED OTHERWISE:
- PRIMARY AND SECONDARY POWER = 36" MIN DEPTH
 - BRANCH CIRCUITS & LVICOMM = 24" MIN DEPTH
- SANITARY SEWER & NON-WATER
- 6" HORIZONTALLY
 - 18" VERTICALLY
- LOW PRESSURE GAS LINE
- 18" VERTICALLY
- HIGH PRESSURE GAS LINE
- 36" HORIZONTALLY
 - 18" VERTICALLY
 - 400V - 24" VERTICALLY
 - 600V - 30" VERTICALLY
 - 600V - 22,000V - 30" VERTICALLY
 - 22,000V - 40,000V - 36" VERTICALLY
 - TELECOM & LOW VOLTAGE
 - 12" HORIZONTALLY
 - 12" VERTICALLY



D1 TYPICAL POWER AND TELECOM CONDUIT DIRECT BURY DETAIL
SCALE: NTS

SHEET KEYNOTES

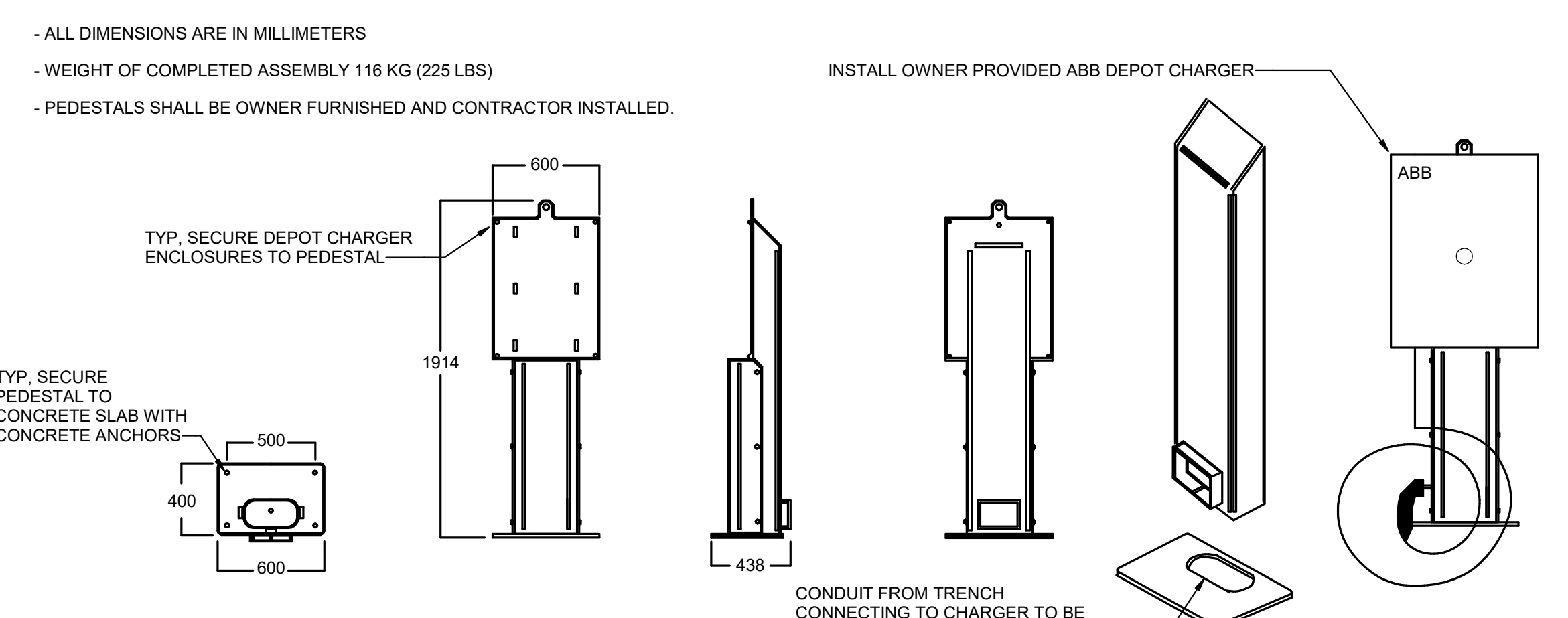
- FIBER OPTIC CABLE WILL CONNECT DIRECTLY TO DIN-RAIL MOUNTED FIBER PATCH PANEL WITH ST CONNECTORS.
- 18 AWG. 4 CONDUCTOR COMMUNICATIONS CABLE WILL CONNECT DIRECTLY TO DIN-RAIL MOUNTED COMMUNICATIONS EQUIPMENT. LEAVE A MINIMUM OF 6" ADDITIONAL SLACK TO ENSURE ENOUGH CABLE LENGTH FOR PROPER TERMINATION.
- CAT 6A CABLE WILL CONNECT DIRECTLY TO DIN-RAIL MOUNTED PATCH PANEL.

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PROFESSIONAL ENGINEER
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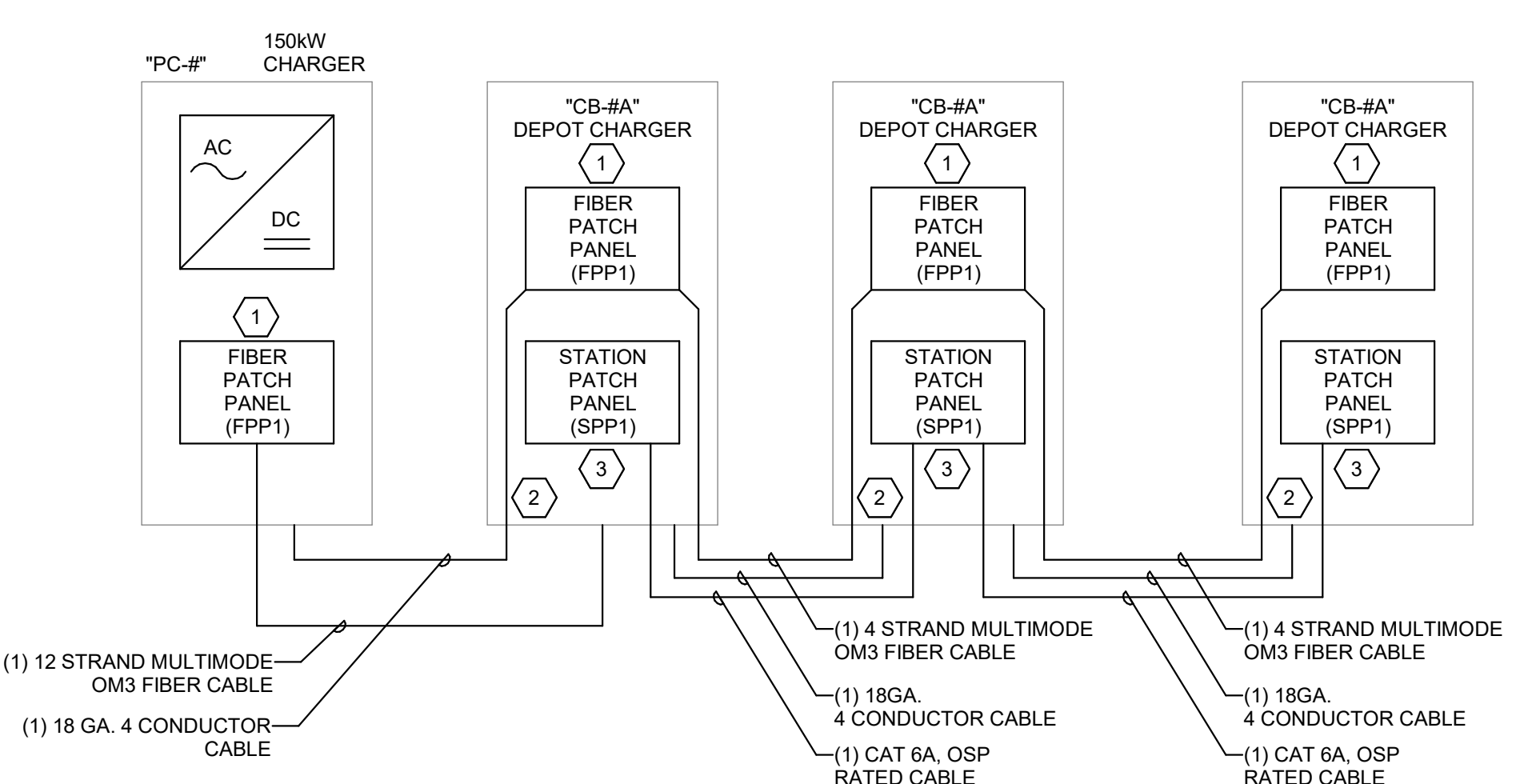


C4 CHARGER PEDESTAL BASE WITH DEPOT CHARGER
SCALE: NTS

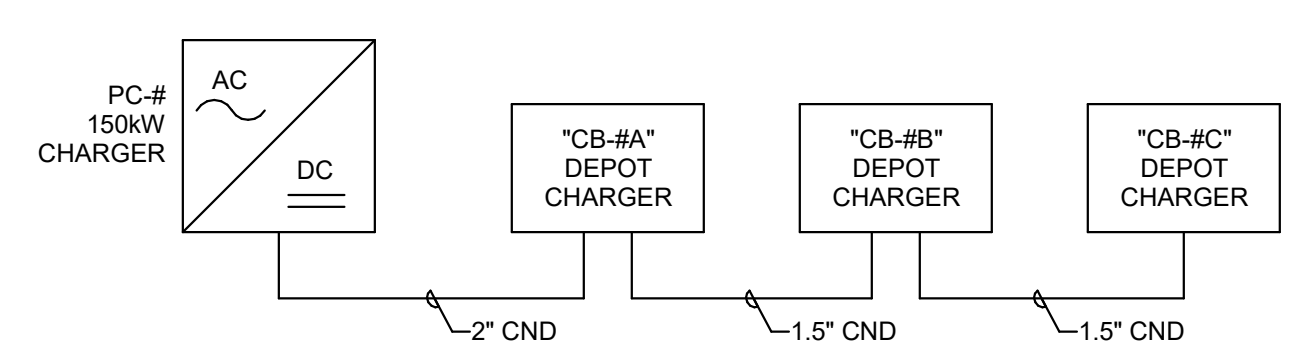
EQUIPMENT/CABLE LIST

THE ITEMS INDICATED BELOW SHALL NOT BE CONSTRUED AS A "BILL OF MATERIALS". THIS LIST IDENTIFIES ITEMS OF SIGNIFICANCE USED DURING THE DESIGN OF THE CABLING INSTALLATION. WHERE THE ITEMS INDICATED ARE ONE PORTION OF AN ASSEMBLY, THE ENTIRE ASSEMBLY SHALL BE PROVIDED UNLESS SPECIFIED OTHERWISE. PROVIDE ALL MISCELLANEOUS HARDWARE AND SUPPORTS WHICH MAY NOT BE LISTED HERE. FOR A COMPLETE INSTALLATION, COMPARE CATALOG NUMBERS WITH DESCRIPTIONS AND NOTIFY ENGINEER OF DISCREPANCIES PRIOR TO BID. IF CATALOG NUMBERS DO NOT MATCH DESCRIPTIONS, THE DESCRIPTIONS TAKE PRECEDENCE. PROVIDE COMPLETE SUBMITTAL FOR APPROVAL PRIOR TO PURCHASING ANY EQUIPMENT OR CABLE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.

SYMBOL	ITEM DESCRIPTION	ACCEPTABLE TYPES
	FIBER OPTIC CABLE, 04 STRAND MULTI MODE, OUTDOOR, OSP RATED, LOOSE TUBE, GEL FREE	CORNING 04UT4-T4790D20
	FIBER OPTIC CABLE, 12 STRAND MULTI MODE, OUTDOOR, OSP RATED, LOOSE TUBE, GEL FREE	CORNING 012T14-T4780D20
	INTERLOCK CABLE, 18 AWG, 4 CONDUCTOR, UV RESISTANT PVC, OSP	LAPP UNITRONIC LYCY(TP)0066262
	STATION CABLE, DATA - CATEGORY 6A, UTP, OSP RATED, BLACK	SIEMON 9C604-A5-01-R1A
[SPP1]	STATION PATCH PANEL, MODULAR, DIN RAIL MOUNTED, 4-PORT, BLACK	SIEMON DIN-PNLS-04-01
	CATEGORY 6A JACK - DATA, WHITE	SIEMON Z6A-S02
	FIBER PATCH PANEL, DIN RAIL MOUNTED	CORNING SPH-01P
[FPP1]	ADAPTER PANEL, 06 POSITION, 06 FIBER, ST CONNECTOR	CORNING CCH-CP06-H3
	DIN RAIL MOUNTING KIT	CORNING SPH-DIN-KIT
	FIBER PATCH PANEL, DIN RAIL MOUNTED	CORNING SPH-01P
[FPP2]	ADAPTER PANEL, 06 POSITION, 06 FIBER, ST CONNECTOR	CORNING CCH-CP06-H3
	DIN RAIL MOUNTING KIT	CORNING SPH-DIN-KIT



A1 150KW DEPOT VEHICLE CHARGER LOW VOLTAGE CABLING RISER AND SCHEDULE
SCALE: NTS



A4 150KW DEPOT VEHICLE CHARGER LOW VOLTAGE RACEWAY RISER
SCALE: NTS

PARK CITY TRANSIT OPERATIONS FACILITY BEB CHARGERS

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SHEET TITLE
ELECTRICAL DETAILS

E501

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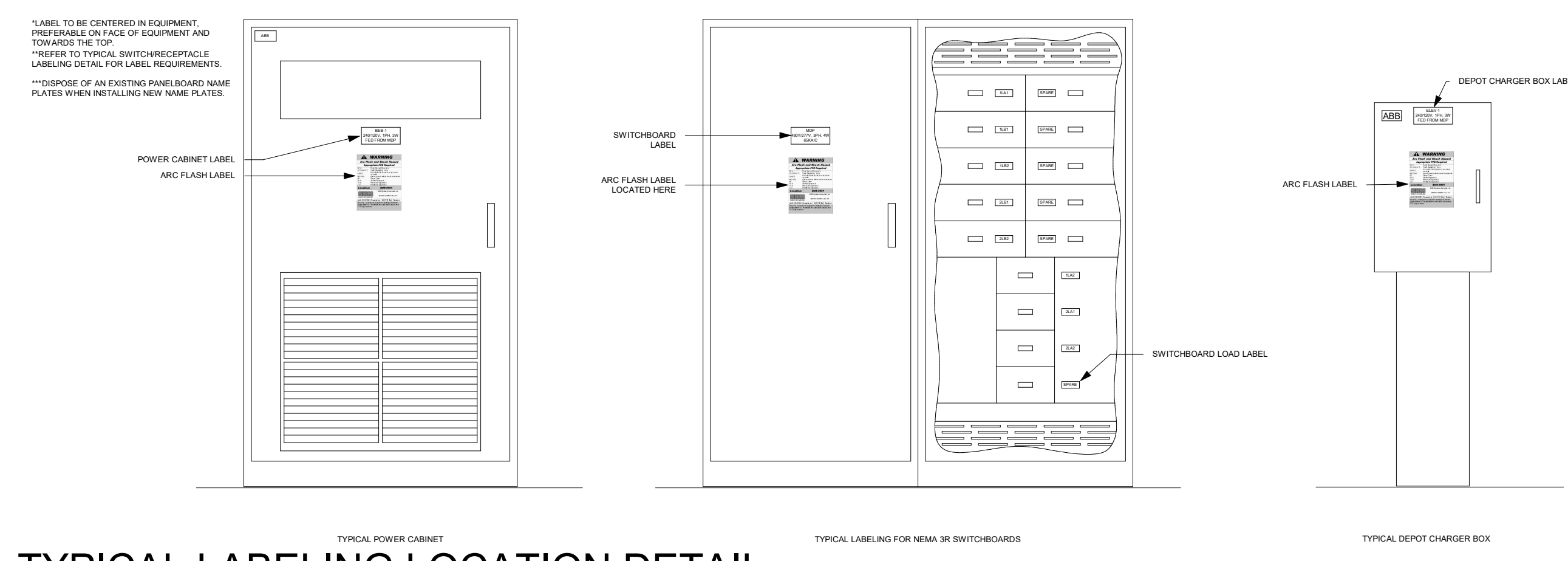
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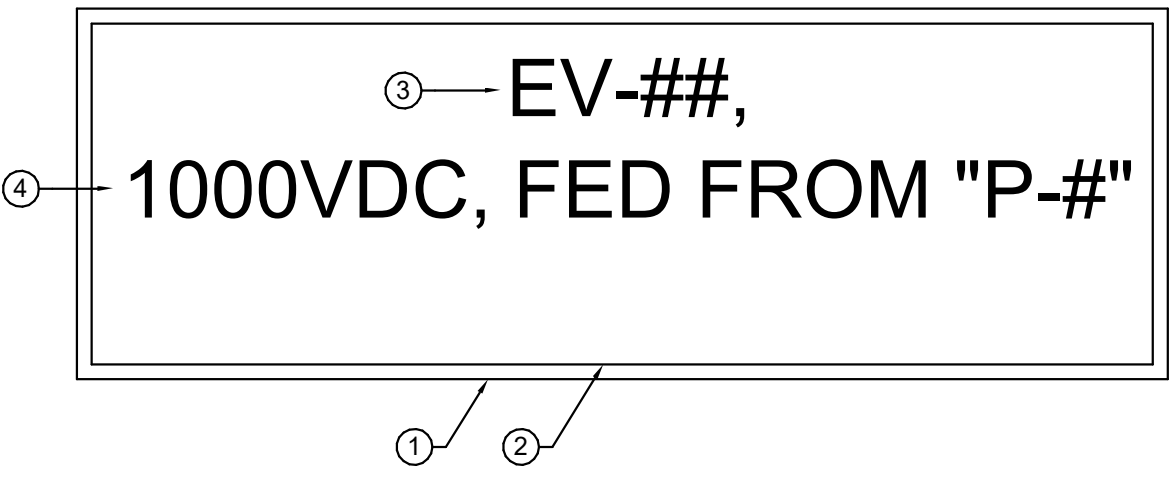
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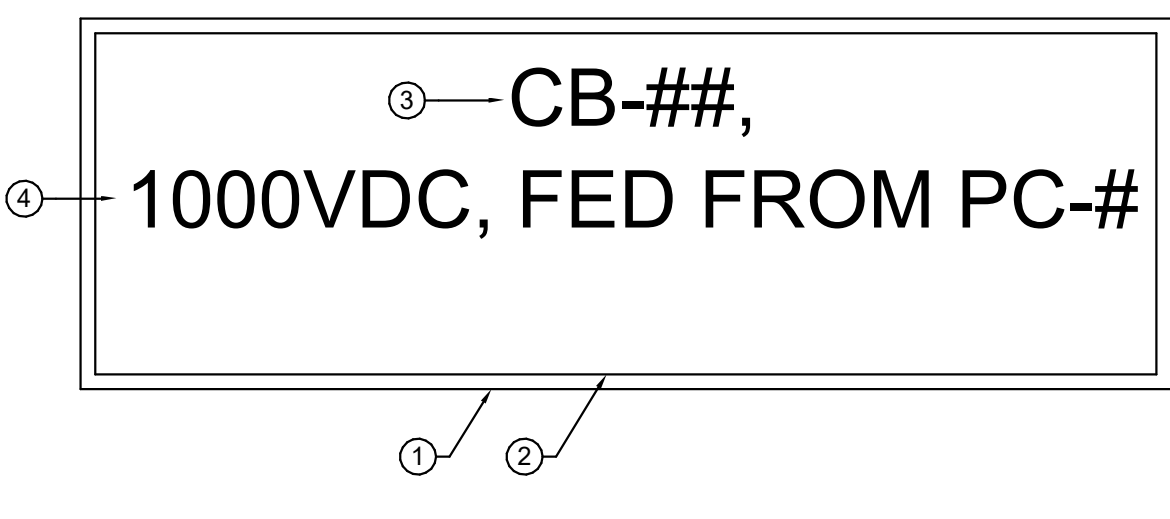
E1 TYPICAL LABELING LOCATION DETAIL
SCALE: NTS



E4 TYPICAL EV CHARGER LABEL
SCALE: NTS

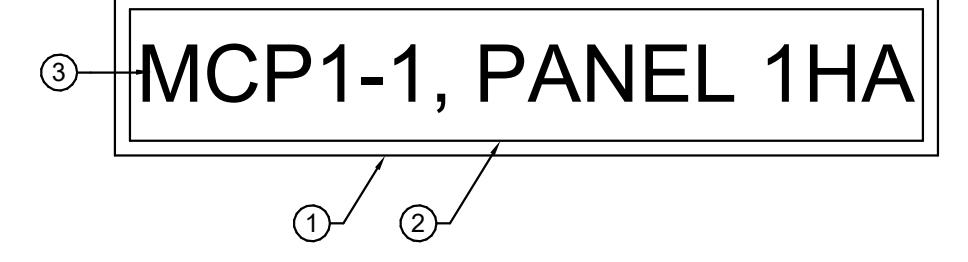
- ① PANELBOARD LABEL TO BE PROVIDED AT EACH PANELBOARD. LABEL IS TO BE 2" X REQUIRED LENGTH X 1/16" LAMINATED 2-PLY PLASTIC LAMACOID. LETTERS SHALL BE FORMED BY ENGRAVING OUTER WHITE PLY, EXPOSING BLACK PLY BENEATH.
- ② LABEL IS TO BE MOUNTED USING DOUBLE SIDED ADHESIVE TAPE COVERING THE BACK OF THE LABEL.
- ③ FIRST LINE: LETTERING IS TO BE 3/8" HIGH, CENTERED, AND FORMATTED AS SHOWN. REPLACE THE LETTER/NUMBER WITH THOSE FOUND ON THE ONE-LINE DIAGRAM OR PLAN VIEWS.
- ④ SECOND LINE: LETTERING IS TO BE 3/8" HIGH, CENTERED, AND FORMATTED AS SHOWN. THE FOLLOWING SHALL BE PROVIDED, VOLTAGE, AND NAME OF PANELBOARD AND CIRCUIT.

- ① PANELBOARD LABEL TO BE PROVIDED AT EACH PANELBOARD. LABEL IS TO BE 2" X REQUIRED LENGTH X 1/16" LAMINATED 2-PLY PLASTIC LAMACOID. LETTERS SHALL BE FORMED BY ENGRAVING OUTER WHITE PLY, EXPOSING BLACK PLY BENEATH.
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- ③ FIRST LINE: LETTERING IS TO BE 3/8" HIGH, CENTERED, AND FORMATTED AS SHOWN. REPLACE THE LETTER/NUMBER WITH THOSE FOUND ON THE ONE-LINE DIAGRAM OR PLAN VIEWS.
- ④ SECOND LINE: LETTERING IS TO BE 3/8" HIGH, CENTERED, AND FORMATTED AS SHOWN. THE FOLLOWING SHALL BE PROVIDED, VOLTAGE, AND NAME OF POWER CABINET IT IS FED FROM.



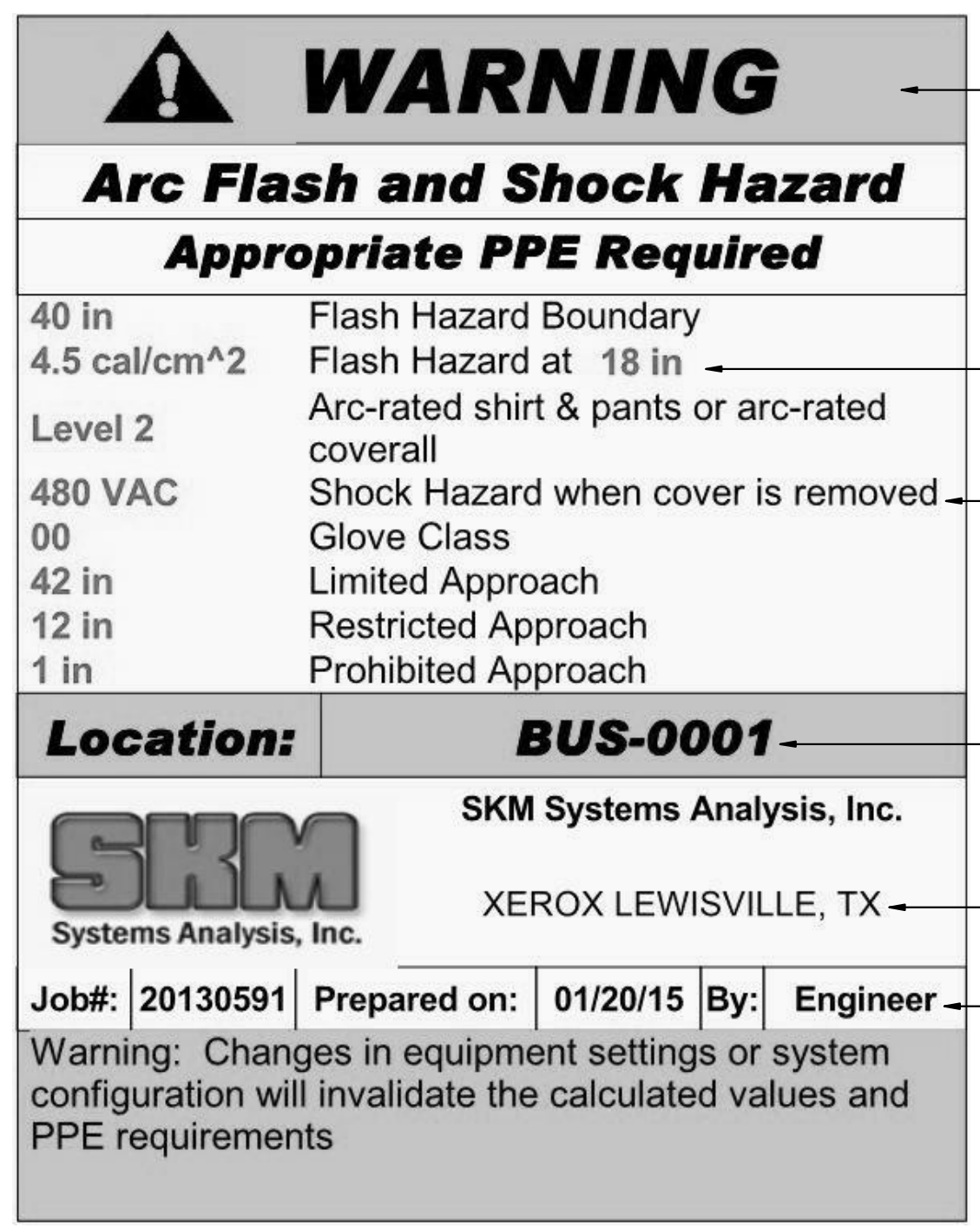
C1 TYPICAL DEPOT CHARGER BOX LABEL
SCALE: NTS

- ① PANELBOARD LABEL TO BE PROVIDED AT EACH PANELBOARD. LABEL IS TO BE 1.5" X REQUIRED LENGTH X 1/16" LAMINATED 2-PLY PLASTIC LAMACOID. LETTERS SHALL BE FORMED BY ENGRAVING OUTER WHITE PLY, EXPOSING BLACK PLY BENEATH.
- ② LABEL IS TO BE MOUNTED USING DOUBLE SIDED ADHESIVE TAPE COVERING THE BACK OF THE LABEL.
- ③ PROVIDE NAME OF SWITCHBOARD WITH BREAKER NUMBER AND DEVICE BEING FED FROM BREAKER/FUSE. LETTERING IS TO BE 3/8" HIGH, CENTERED, AND FORMATTED AS AS SEEN ON THE ONE-LINE DIAGRAM.



C2 TYPICAL SWITCHBOARD LOAD LABEL
SCALE: NTS

NOTE: LABELS SHALL BE PROVIDE ON SWITCHBOARD/DISTRIBUTION BOARDS FOR EACH LOAD.



A1 TYPICAL ARC FLASH LABEL
SCALE: NTS

- SHADED AREAS TO BE ORANGE ALL OTHER TO BE WHITE BACKGROUND
- (TYP) DISTANCES IN INCHES
- COORDINATE VOLTAGE VALUES WITH ONE-LINE
- MATCH NAME OF EQUIPMENT WITH NAMES ON ONE-LINE
- PROVIDE ADDRESS WHERE SKM ANALYTICS IS PERFORMED
- PROVIDE JOB NUMBER "#####", DATE OF ANALYSIS AND ENGINEER WHO PERFORMED STUDY
- *PROVIDE ARC FLASH LABEL FOR ALL ELECTRICAL EQUIPMENT PER SPECIFICATIONS AND REQUIRED BY NEC

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3.24.2023

CONSULTANTS

PARK CITY TRANSIT OPERATIONS FACILITY BEB CHARGERS

1053 IRON HORSE DRIVE
 PARK CITY, UTAH 84060

Mark:	Date:	Description
ISSUE:		CONSTRUCTION DOCUMENTS
DATE:		3/24/2023

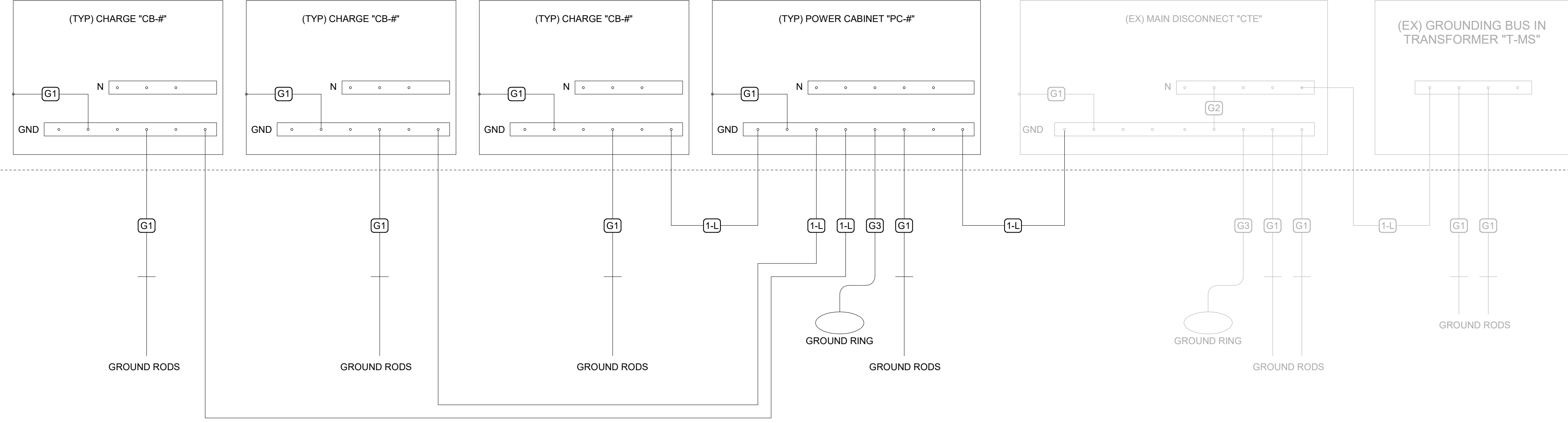
PROJECT NO:	220480
DRAWN BY:	IBC
CHECKED BY:	LSK
DESIGNED BY:	BIG
RECORD DRAWING DATE:	

SIGNATURE:
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SHEET TITLE
TYPICAL LABELING DETAILS

E502

GROUNDING SCHEDULE	
ALL CONDUCTORS ARE INSULATED UNLESS INDICATED OTHERWISE	
SYM	SIZE
G1	#6 CU
G2	#2 CU
G3	#4/0 CU
G5	#250 KCMIL CU
G8	#350 KCMIL CU
G7	1" CNDW#2 CU
U	GROUNDING BY UTILITY
I-L	GROUNDING CONDUCTOR PER ONE-LINE DIAGRAM



- ### GENERAL SHEET NOTES
- PROVIDE NEMA 3R ENCLOSURES FOR EQUIPMENT LOCATED OUTDOORS. REFER TO PLANS FOR EQUIPMENT LOCATIONS.
 - REFER TO PLANS FOR CONSTRAINTS ON PHYSICAL DIMENSIONS AND CLEARANCE REQUIREMENTS OF EQUIPMENT. PROVIDE EQUIPMENT DIMENSIONS THAT FALL WITHIN THE CONSTRAINTS OF EACH SPECIFIC LOCATION.
 - ALL EQUIPMENT SHALL BE CONSTRUCTED AND BRACED FOR THE SEISMIC CONDITIONS OF THE PROJECT. REFER TO ELECTRICAL SPECIFICATIONS FOR REQUIREMENTS.
 - PROVIDE PERFORMANCE TESTING FOR GROUND-FAULT PROTECTION SYSTEMS ON SITE WITH A WRITTEN RECORD OF THIS TEST SUBMITTED TO THE AUTHORITY HAVING JURISDICTION PER NEC 230.95(C).
 - ALL CONTRACTOR PROVIDED EQUIPMENT SHALL MEET FEDERAL TRANSIT ADMINISTRATION BY AMERICA REQUIREMENTS INCLUDED IN THE PROVISIONS OF 49 U.S.C. SECTION 5323(J) AND 49 CFR PART 661.
- ### SHEET KEYNOTES
- ABB DEPOT BOX PEDESTAL AND FLEXIBLE POWER CONNECTION FURNISHED BY OWNER AND INSTALLED BY CONTRACTOR.
 - ABB 150 HVC POWER CABINET FURNISHED BY OWNER AND INSTALLED BY CONTRACTOR. ONE POWER CABINET FEEDS A MAXIMUM OF THREE DEPOT CHARGER BOXES. CONTRACTOR SHALL PROVIDE ASSISTANCE DURING COMMISSIONING OF GEAR. CABINET SHALL BE INSTALLED ON OWNER FURNISHED AND CONTRACTOR INSTALLED VAULT.
 - REFER TO LOW VOLTAGE RISERS FOR ADDITIONAL DETAILS.
 - INTERCEPT EXISTING UNDERGROUND (2) 2" CONDUITS. PROVIDE NEW PARALLELED SETS OF 2" CONDUIT WITH (3) 1/0 CU AND #6 GROUND. PROVIDE NEW CABLING IN PORTIONS OF EXISTING CONDUITS.
 - CONTRACTOR TO INTERCEPT (1) EXISTING 2" CONDUIT AND EXTEND 2" CONDUIT WITH (3) #8CU TO LOAD.
 - INTERCEPT EXISTING UNDERGROUND RACEWAYS AND EXTEND TO NEW EQUIPMENT. PROVIDE NEW CABLING IN EXISTING AND NEW RACEWAYS, AS WELL AS PORTIONS OF NEW CONDUIT IN NEW RACEWAYS.
 - CONTRACTOR TO INSTALL NEW 20A/1P, 30MA, GFCI BREAKERS IN EXISTING PANELBOARD, GE A-SERIES.
 - PROVIDE 1" CONDUIT WITH (3) #8CU TO LOAD.
 - PROVIDE NEW BREAKER IN EXISTING EATON, POW-R-LINE, CAT #SSL0932516 AND LOCATED IN SPARE SLOTS. BREAKERS SHALL MEET OR EXCEED EXISTING PANELBOARD AIC'S. PROVIDE NEW ENGRAVED LABEL FOR NEW LOADS. REFER TO LABELING DETAIL FOR SPECIFICS.

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3.24.2023

D1 TYPICAL 150KW DEPOT VEHICLE CHARGER GROUNDING AND BONDING RISER
 SCALE: NTS

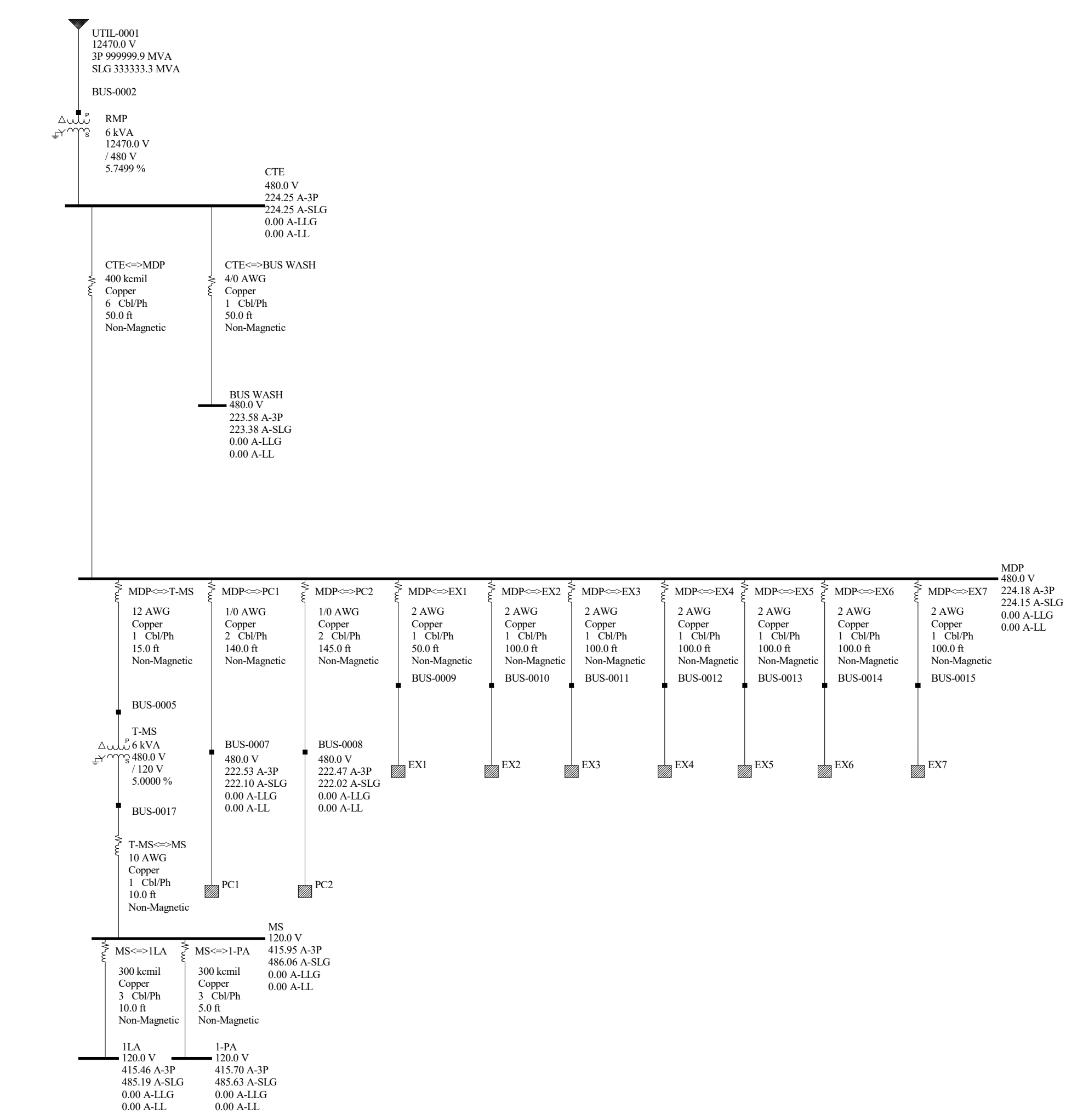
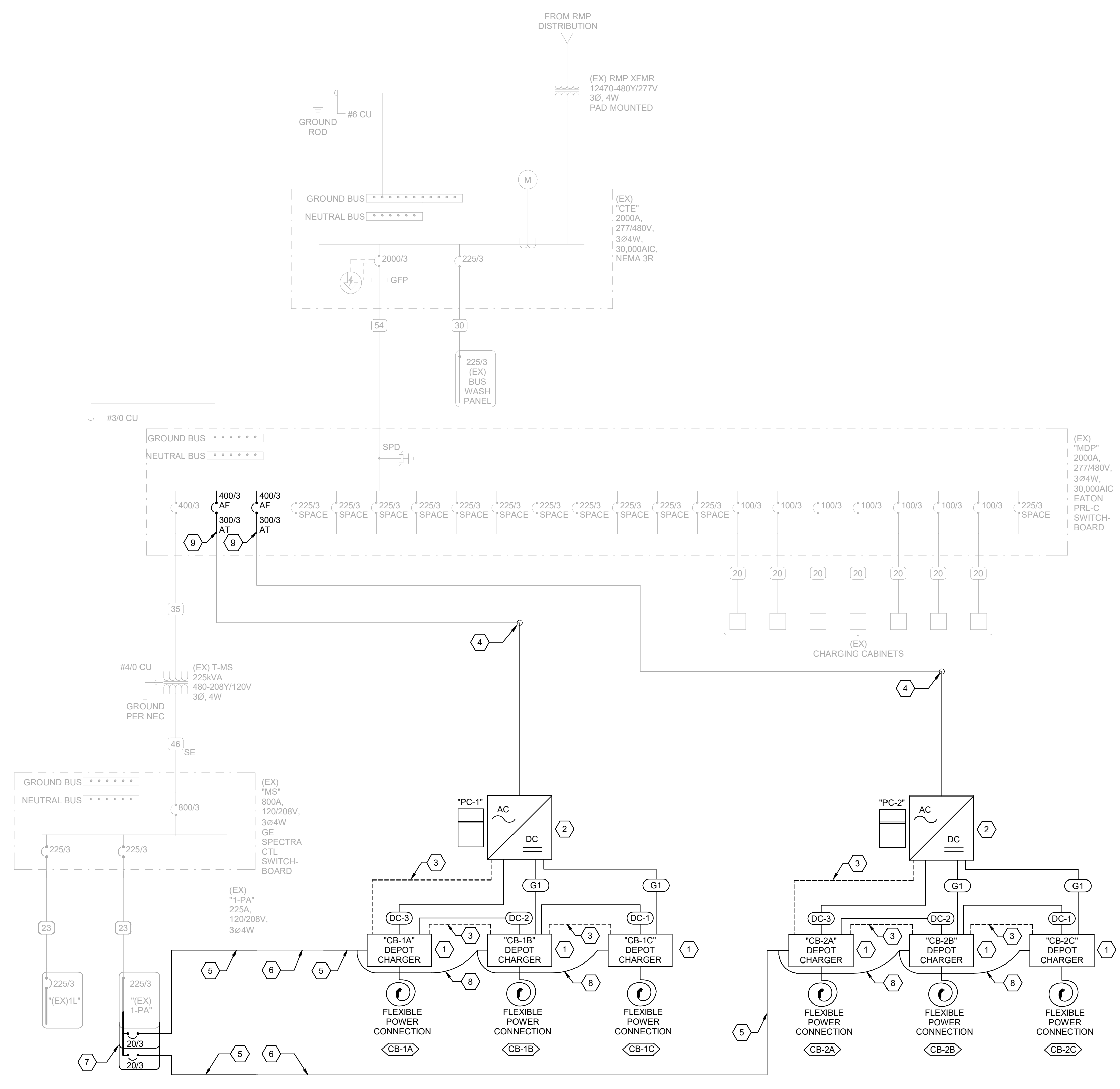
150KW VEHICLE CHARGER CONDUIT AND CABLING SCHEDULE

ID	Description
DC-1	3" CND WITH (2) #4/0CU, 1000VDC AND #2CU GND
DC-2	3" CND WITH (2) #4/0CU, 1000VDC AND (2) #2CU GND
DC-3	3" CND WITH (2) #4/0CU, 1000VDC AND (3) #2CU GND
G1	1" CND WITH #2CU GROUND

BRANCH CIRCUIT CONDUCTOR AND CONDUIT SIZING TABLE

CIRCUIT	CIRCUIT	CONDUCTOR SIZE	
AMPACITY/VOLTAGE	LENGTH	(PHASE, NEUTRAL AND GR)	CONDUIT SIZE
20A/120V	0' - 60'	#12 AWG	0.75" Ø
20A/120V	60' - 95'	#10 AWG	0.75" Ø
20A/120V	95' - 150'	#8 AWG	1" Ø
20A/120V	150' - 240'	#6 AWG	1.25" Ø
20A/277V	0' - 140'	#12 AWG	0.75" Ø
20A/277V	140' - 220'	#10 AWG	0.75" Ø
20A/277V	220' - 350'	#8 AWG	1" Ø
20A/277V	350' - 550'	#6 AWG	1.25" Ø

- NOTES:
- WIRE SIZING IS BASED ON COPPER CONDUCTORS SUPPLYING A 20A, 120V CIRCUIT AT THE INDICATED VOLTAGE, ASSUMED TO BE 80% LOADED (18A), WITH MAXIMUM VOLTAGE DROP OF 3% AT THE LOAD.
 - DOWN-SIZED WIRE AT DEVICE/LOAD AS REQUIRED AND TERMINATE CONDUCTORS IN A SAFE AND CODE COMPLIANT MANNER.
 - CONDUIT SIZE IS BASED ON A MAXIMUM OF 3 CIRCUITS PER CONDUIT, EACH WITH A SEPARATE NEUTRAL CONDUCTOR.



A1 ONE-LINE DIAGRAM
 SCALE: NTS

A4 AIC CALCULATIONS (FOR REFERENCE ONLY)
 SCALE: NTS

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1053 IRON HORSE DRIVE
 PARK CITY, UTAH 84060

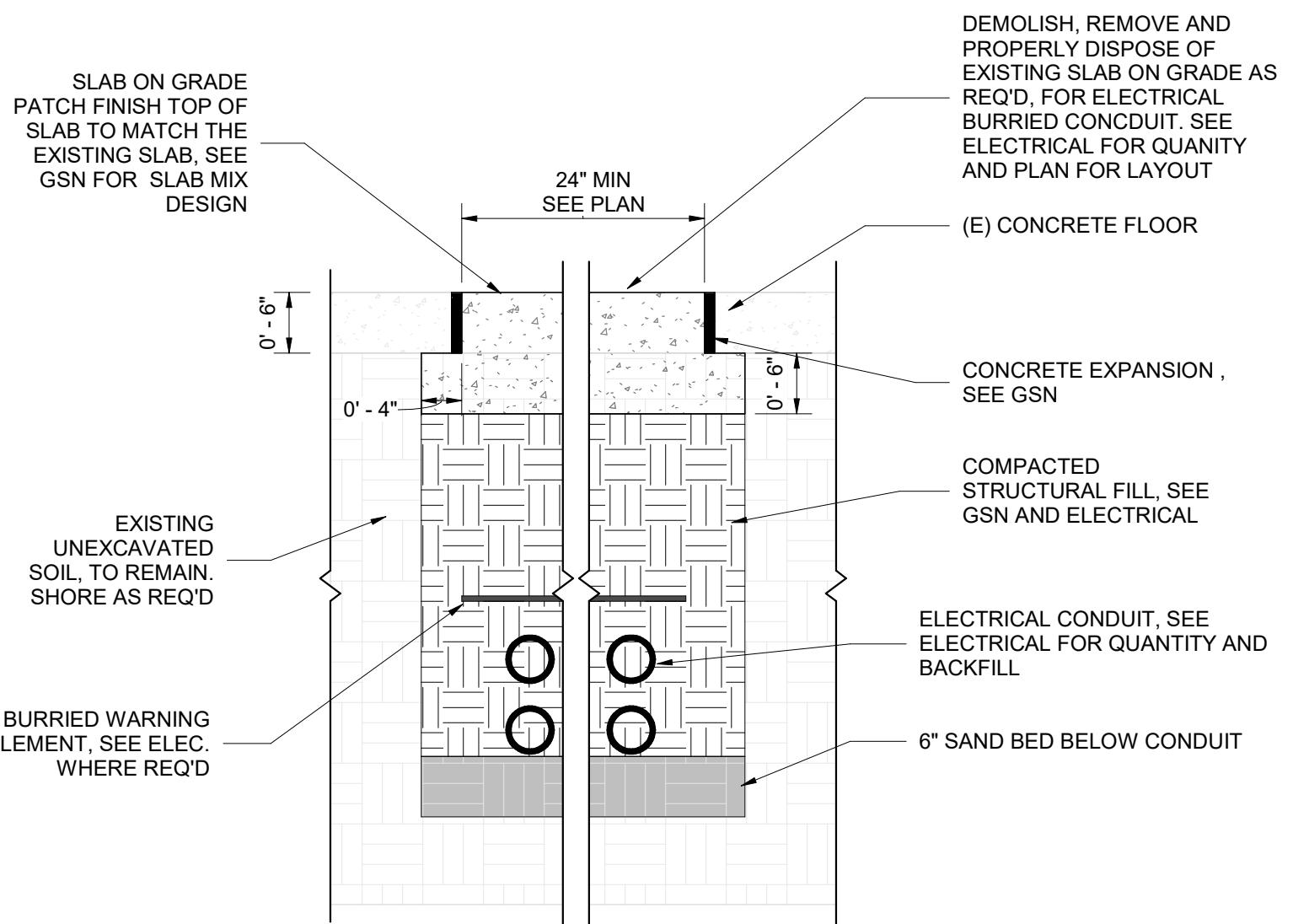
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PROJECT NO:	220480
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CHECKED BY:	LSK
DESIGNED BY:	BIG
RECORD DRAWING DATE:	

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SHEET TITLE
 ONE LINE DIAGRAM

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E1 TRENCH REPAIR DETAIL
SCALE: NTS

CONCRETE BEAM SCHEDULE						
BEAM MARK	DEPTH (in)	WIDTH (in)	TOP LONG. REINF.	BOT. LONG. REINF.	SHEAR STIRRUP AND SPACING	BEAM TYPE
CB10	10	8	(2) #3 BARS	(2) #4 BARS	#3 @ 12" O.C.	B
CB12	12	16	(2) #3 BARS	(3) #4 BARS	#3 @ 12" O.C.	B

- CONCRETE BEAM BOTTOM REINFORCING, SEE SCHEDULE
- CONCRETE BEAM TOP STEEL REINFORCING AS REQ'D. TOP STEEL REQ'D ONLY WHEN NOTED IN SCHEDULE OR WHEN SHEAR REINFORCING TIES ARE PRESENT
- CONCRETE BEAM SHEAR REINFORCING CLOSED TIES WHERE REQ'D. SEE SCHEDULE FOR SIZE AND SPACING.

TYPE A

TYPE B

CONCRETE WALL SCHEDULE				
WALL MARK	THICKNESS (in)	VERT. REINF.	HORIZ. WALL REINF.	WALL TYPE
CW-8	8	#4 @ 18" O.C.	#5 @ 12" O.C.	A

- PROVIDE CORNER BARS AT ALL CORNERS AND INTERSECTING WALLS, PER TYPICAL CORNER WALL REINFORCING DETAIL A35800
- WHEN A SINGLE CURTAIN OF REINFORCING IS SPECIFIED, PLACE THE VERTICAL REINFORCING IN THE CENTER OF THE WALL, TYPICAL, U.N.O.
- WHEN A DOUBLE CURTAIN OF REINFORCING IS SPECIFIED, PLACE EACH CURTAIN OF STEEL AT THE FACE OF THE WALL WITH MINIMUM COVER AS SPECIFIED IN THE GENERAL NOTES
- PROVIDE DOWELS WITH STANDARD HOOKS TO THE STRUCTURE BELOW WITH SIZE AND SPACING TO ATTACH THE VERTICAL REINFORCING IN THE WALL ABOVE
- SPLICE VERTICAL REINFORCING AT FLOOR LEVELS ONLY, TYPICAL, U.N.O.
- SPLICES IN HORIZONTAL REINFORCING IN ONE CURTAIN SHALL BE STAGGERED FROM SPLICES IN THE OPPOSITE CURTAIN A MINIMUM OF 4 FEET.

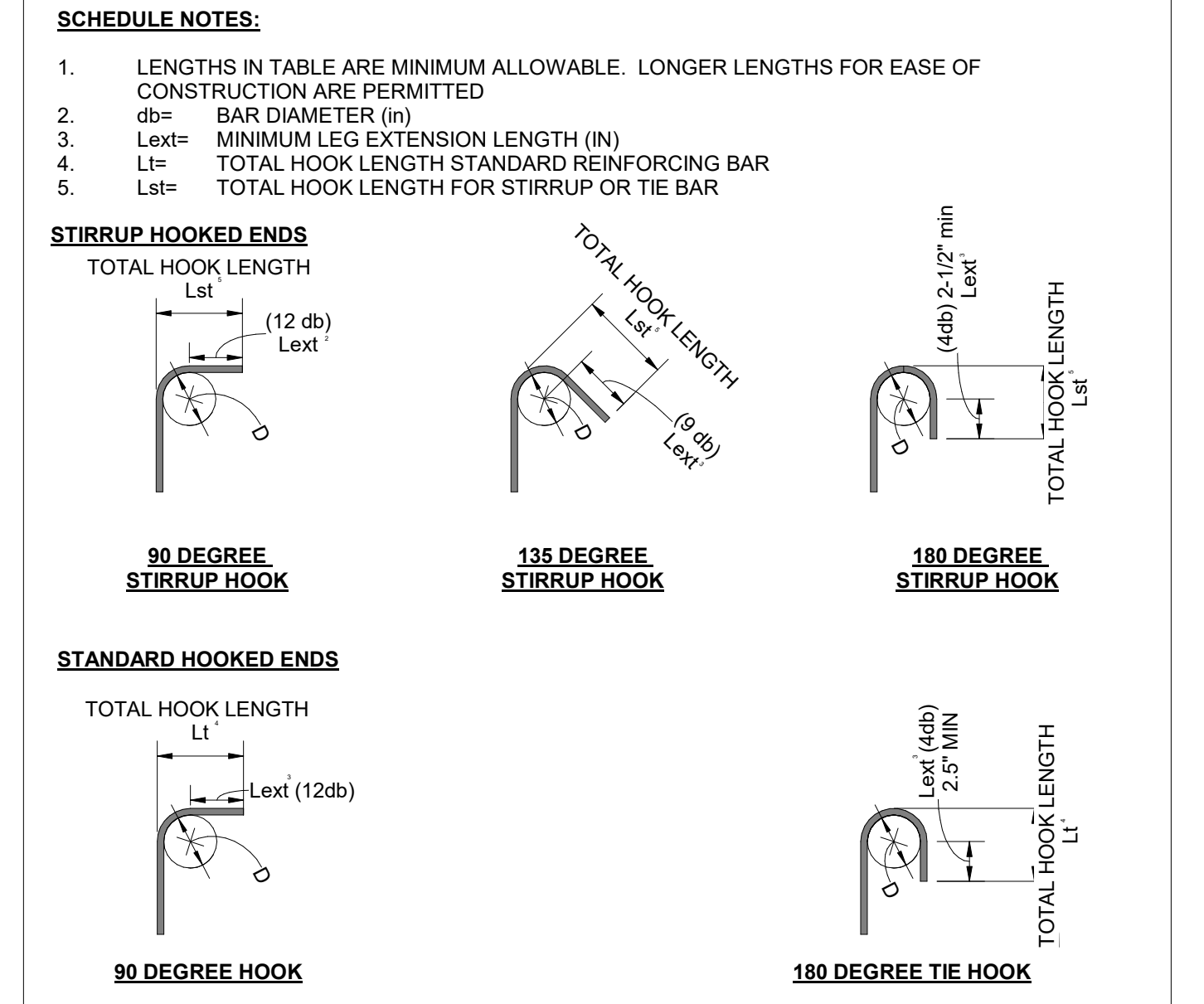
TYPE A

TYPE B

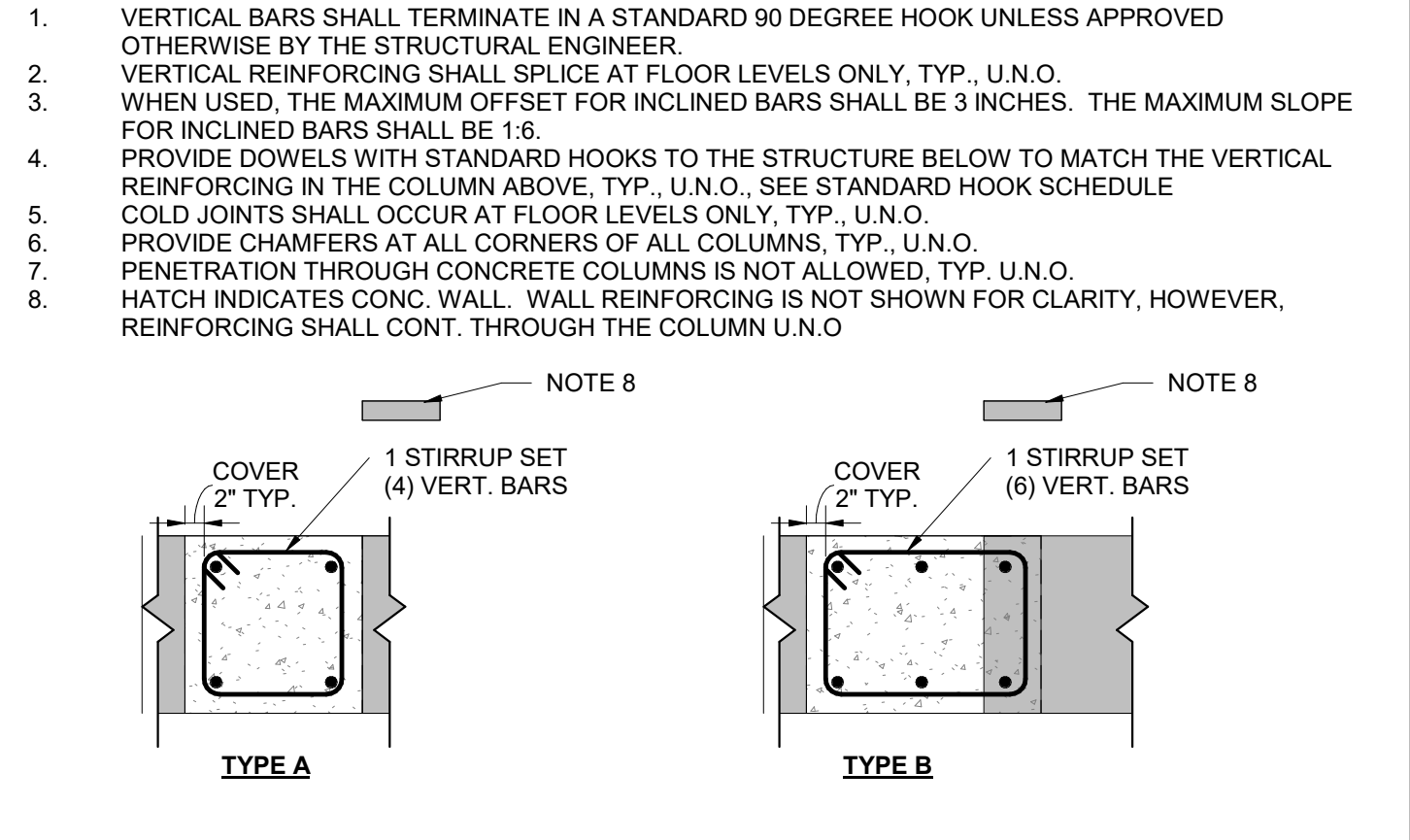
TYPE C

TYPE D

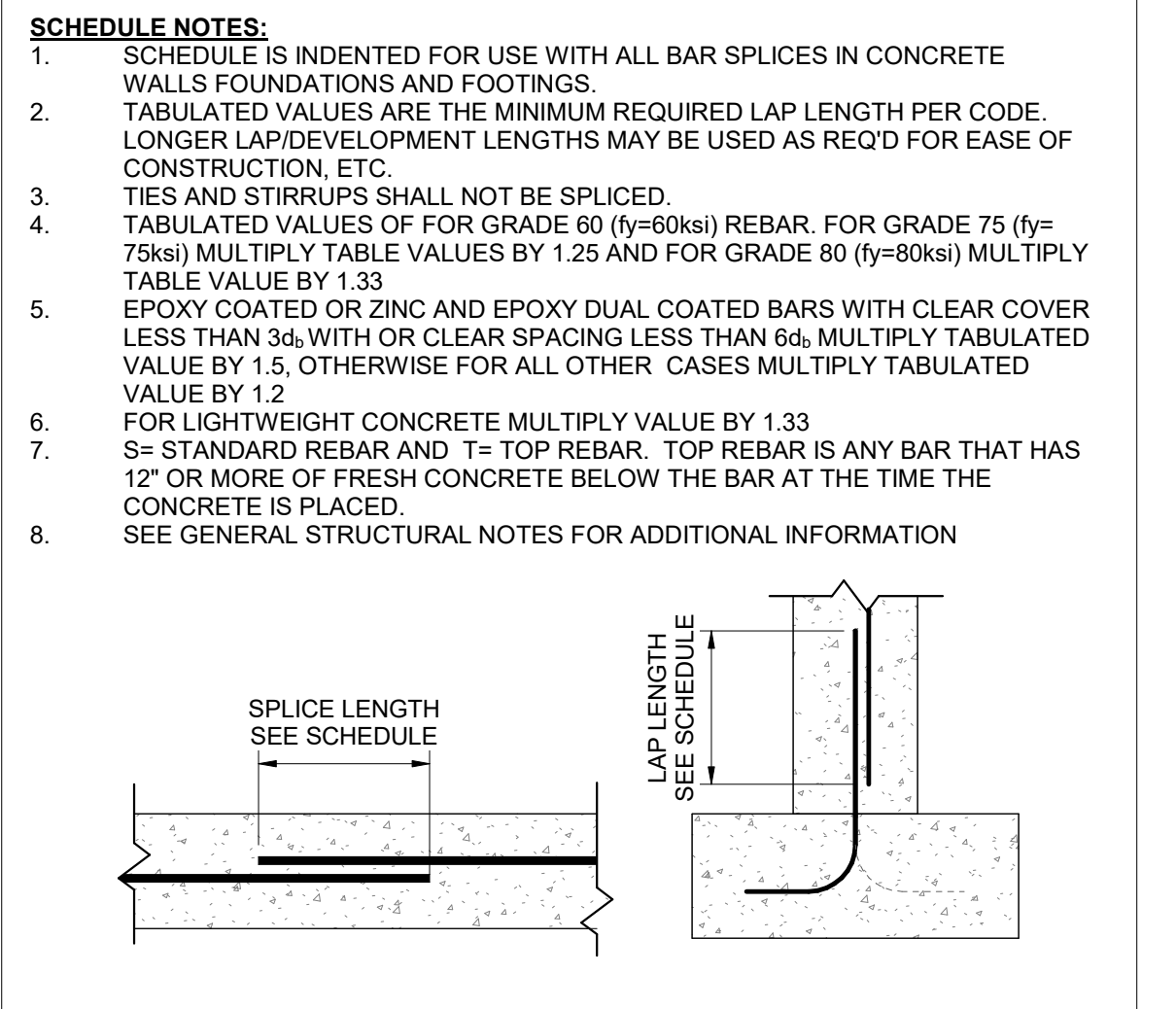
END HOOK SCHEDULE					
BAR SIZE AND DIAMETER	INSIDE DIAMETER, D (in)	L _t END HOOK (in)		L _{st} STIRRUP HOOK END (in)	
		90°	180°	90°	135°
#3 (3/8")	1-1/2	6	4	5	4
#4 (1/2")	2	8	5	5	4
#5 (5/8")	2-1/2	10	5	6	5
#6 (3/4")	3	12	6	-	-
#7 (7/8")	3-1/2	14	7	-	-
#8 (8")	4	15	8	-	-



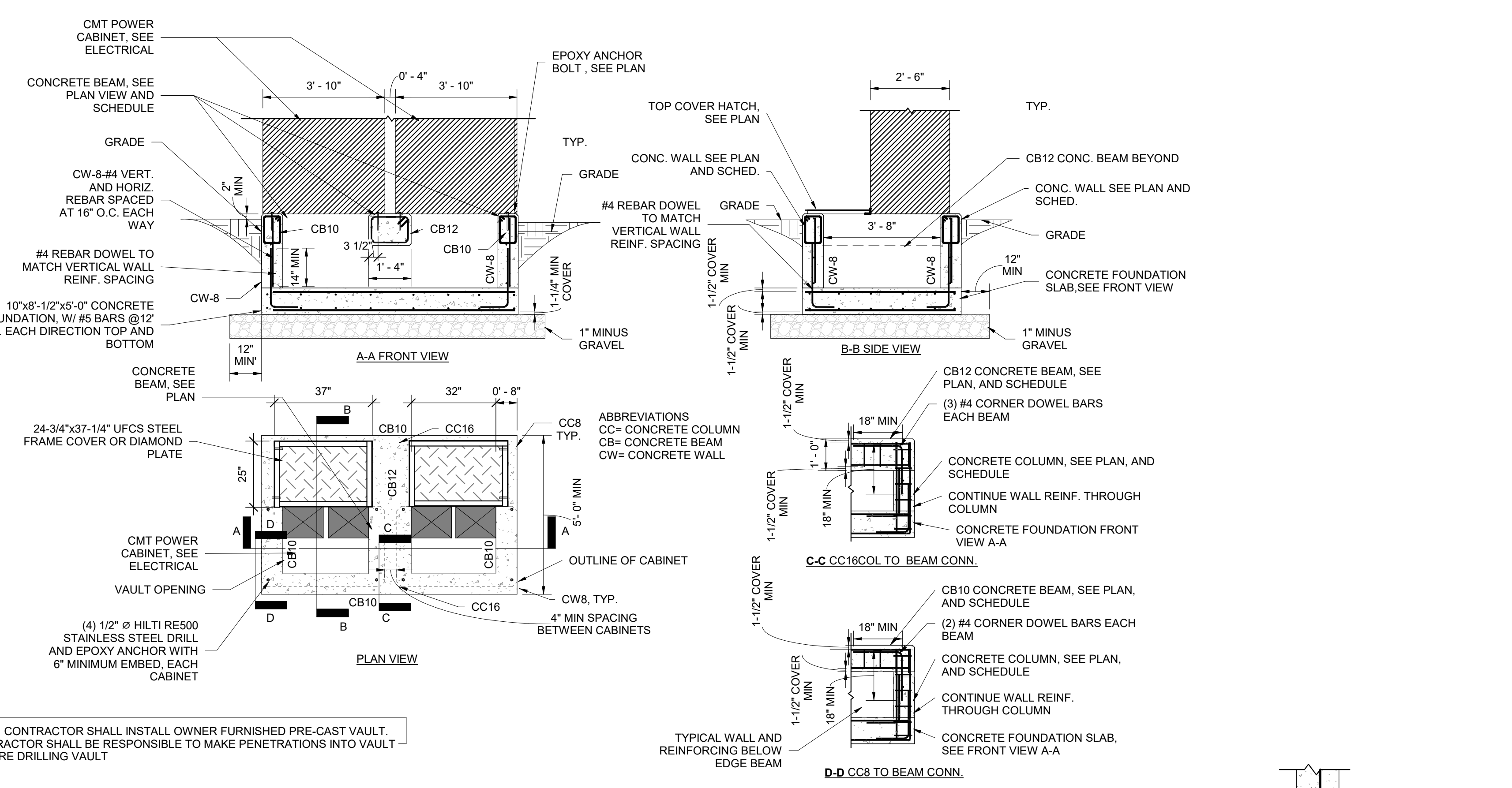
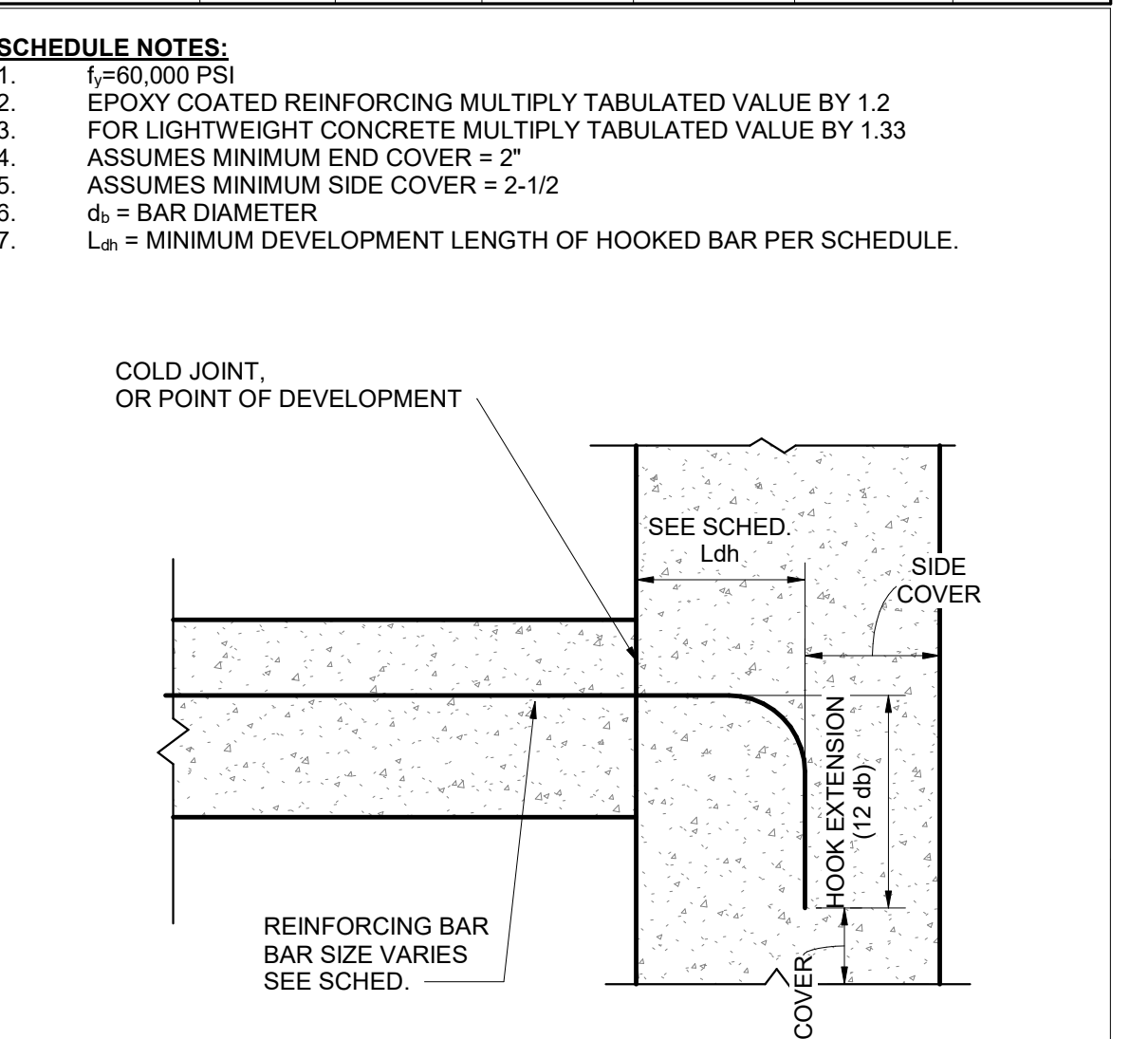
CONCRETE COLUMN/PIER SCHEDULE					
COLUMN MARK	WIDTH (in)	LENGTH (in)	VERTICAL REINF.	STIRRUP TIE SETS	TYPE
CC8	8	8	(4) #4	NA	A
CC16	8	16	(6) #4	NA	B



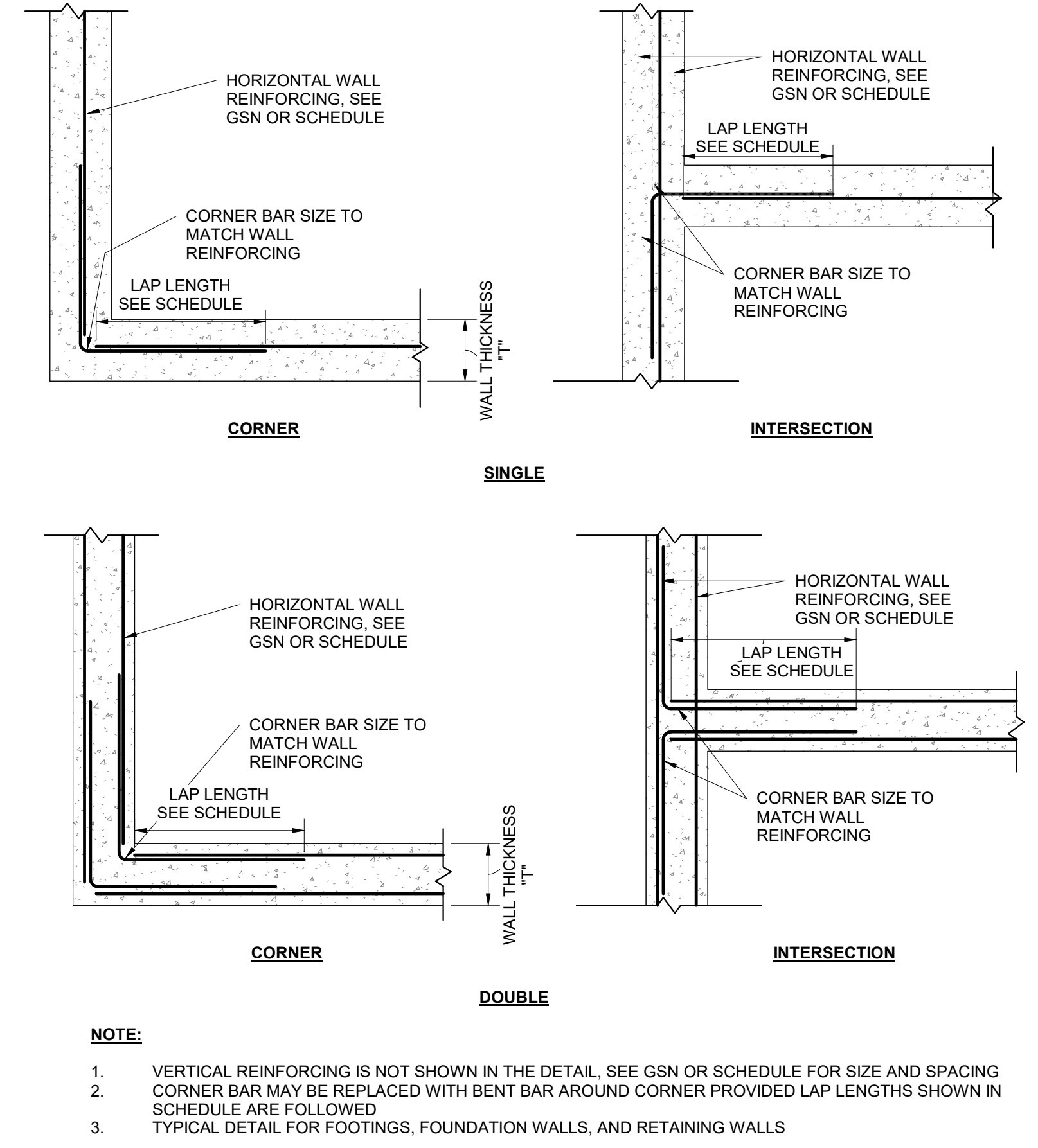
TYPICAL REBAR DEVELOPMENT/LAP LENGTH SCHEDULE											
BAR SIZE	NORMAL WEIGHT REBAR SPLICE/LAP LENGTH SCHEDULE (150 pci)										
	2500 psi		3000 psi		3500 psi		4000 psi		4500 psi		5000 psi
	T	S	T	S	T	S	T	S	T	S	T
#3	18	23	16	21	15	20	14	18	13	17	13
#4	24	31	22	28	20	26	19	25	18	23	17
#5	30	39	27	36	25	33	24	31	22	29	21
#6	36	47	33	43	30	40	28	37	27	35	25
#7	53	68	48	62	44	58	42	54	39	51	37
#8	60	78	55	71	51	66	47	62	45	58	42
#9	68	88	62	80	57	74	54	70	50	66	48



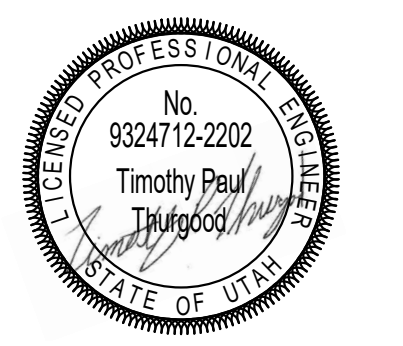
HOOKED END DEVELOPMENT LENGTH SCHEDULE						
BAR SIZE AND DIAMETER (in)	2500psi (in)	3000psi (in)	3500psi (in)	4000psi (in)	4500psi (in)	5000psi (in)
#3 (3/8)	7	6	6	6	6	6
#4 (1/2)	9	8	8	7	7	6
#5 (5/8)	11	10	9	9	8	8
#6 (3/4)	13	12	11	10	10	9
#7 (7/8)	15	14	13	12	11	11
#8 (1)	17	16	15	14	13	12
#9 (1-1/8)	19	18	17	15	15	14



C1 CMT CHARGER DOUBLE VAULT PLAN - FOR REFERENCE
SCALE: NTS



A3 WALL CORNER AND INTERSECTION REINFORCING - FOR REFERENCE
SCALE: NTS



Park City Transit Facility BEB Chargers

1053 Iron Horse Drive

Park City, Utah 84060

Project Specifications

Construction Documents

March 24, 2023

Prepared by:



Spectrum Engineers, Inc.
324 S. State Street, Suite 400
Salt Lake City, Utah 84111



03.24.2023

Division	Section Title	Pages
SPECIFICATIONS GROUP		
<i>Facility Services Subgroup</i>		
DIVISION 01 - GENERAL		
012000	BUY AMERICA REQUIREMENTS	2
DIVISION 26 - ELECTRICAL		
260519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	5
260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	9
260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	5
260533	CONDUITS FOR ELECTRICAL SYSTEMS	23
260548	VIBRATION AND SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS	10
260553	IDENTIFICATION FOR ELECTRICAL SYSTEMS	10
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END OF TABLE OF CONTENTS

SECTION 012000
BUY AMERICA REQUIREMENTS

PART 1 - GENERAL

1.1 Definitions:

- A. BAA – Buy America Act
- B. FTA – Federal Transit Administration

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.3 SUMMARY

- A. The Buy America Requirements include the provisions of 49 U.S.C Section 5323(j) and 49 CFR Part 661 apply to this project. Contractor shall comply with all requirements in the provisions and on-line listings for FTA BAA regardless of value.
- B. Project is funded through FTA/Federal funding and therefore shall comply with all FTA procurement processes.
- C. Contractor shall be responsible to verify BAA compliancy prior to bidding. Where equipment does not comply with BAA contractor shall be responsible to find equipment that is compliant and provide in their bid and procurement.
- D. Where equipment does not comply with BAA and other substitutions does not exist, contractor shall provide a waiver
 - 1. Contractor shall be responsible to submit waivers to FTA for equipment that does not comply

1.4 SUBMITTALS

- A. Contractor's Statement of Responsibility: Submit copy of written statement of responsibility and compliancy with BAA to Engineer and Owner for each device/equipment provided for the project.

1.5 REFERENCES

- A. CFR – Code of Federal Regulations

1. 49 CFR Part 661 – Buy America Requirements
 2. Website - <https://www.ecfr.gov/current/title-49/subtitle-B/chapter-VI/part-661?toc=1>
- B. U.S.C – United States Code
1. 49 U.S.C. Section 5323 Buy America
 2. Website - <https://www.govinfo.gov/content/pkg/USCODE-2011-title49/pdf/USCODE-2011-title49-subtitleIII-chap53-sec5323.pdf>

1.6 SPECIAL TESTS AND INSPECTIONS

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012000

SECTION 26 05 19**LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Building wires and cables rated 1000 V and less.
 - 2. Connectors, splices, and terminations rated 600 V and less.
 - 3. DC cabling 2000 V and less

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Field quality-control reports.
- C. Buy America Act Certificate for each type of product.

1.4 FEDERAL TRANSIT REQUIREMENTS

- A. All material provided for project must meet Buy America Act refer to 01200 – Buy America Requirements.

PART 2 - PRODUCTS**2.1 600V CONDUCTORS AND CABLES**

- A. Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.
- B. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type THHN-2-THWN-2, Type XHHW-2 and Type SO.
- C. Multiconductor Cable: Type SO with ground wire.

- D. Cables must comply with Buy America Act.

2.2 1000VDC CONDUCTORS AND CABLES

- A. Copper Conductors: Comply with NEMA WC58, ASTM and B-172.
- B. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type XHHW-2.
- C. UL listed for wet locations.
- D. Rated for 1000VDC.
- E. Cables must comply with Buy America Act.

2.3 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

2.4 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
- B. Comply with NFPA 70.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Service and Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits: Copper. Solid for No. 14 AWG and smaller; stranded for No. 12 AWG and larger, except VFC cable, which shall be extra flexible stranded.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. DC Feeders: Type XHHW-2, single conductors in raceway.
- B. Feeders: Type THHN-2-THWN-2, single conductors in raceway.
- C. Branch Circuits: Type THHN-2-THWN-2, single conductors in raceway.

1. Insulation for conductors in fueling or maintenance areas shall be identified for use in environments where fuel vapors or liquids are present.
 - D. Neutral Conductors: Provide one neutral conductor for each phase conductor. Shared neutral conductors are not allowed.
 - E. Minimum Branch Circuit Conductor Size: Provide the following minimum sizes for distances listed on 20A branch circuits to prevent excessive voltage drop. The circuit length shall be measured along the length of the conductor from the circuit breaker in the panelboard to the last device on the circuit. Increase raceway size to comply with conductor fill requirements of NFPA 70.
 1. Branch Circuit Voltage of 120V:
 - a. Circuit lengths less than 70 feet: Provide minimum #12 AWG conductor size.
 - b. Circuit lengths between 70 feet and 110 feet: Provide minimum #10 AWG conductor size.
 - c. Circuit lengths between 110 feet and 170 feet: Provide minimum #8 AWG conductor size.
 - d. Circuit lengths greater than 170 feet: Perform voltage drop calculations and provide conductor size to keep branch circuit voltage drop less than 3% with a 15 amp load.
 2. Branch Circuit Voltage of 277V:
 - a. Circuit lengths less than 150 feet: Provide minimum #12 AWG conductor size.
 - b. Circuit lengths between 150 feet and 240 feet: Provide minimum #10 AWG conductor size.
 - c. Circuit lengths between 240 feet and 380 feet: Provide minimum #8 AWG conductor size.
 - d. Circuit lengths greater than 380 feet: Perform voltage drop calculations and provide conductor size to keep branch circuit voltage drop less than 3% with a 15 amp load.
 - F. Class 1 Control Circuits: Type THHN-THWN, in raceway.
 - G. Class 2 Control Circuits: Type THHN-THWN, in raceway.
- ### 3.3 INSTALLATION OF CONDUCTORS AND CABLES
- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
 - B. Install all conductors and cables in raceways per Section 260533, "Raceway and Boxes for Electrical Systems."
 - C. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.

- D. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- E. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips that will not damage cables or raceway.
- F. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least **12 inches (300 mm)** of slack.

3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 078413 "Penetration Firestopping."

3.8 FIELD QUALITY CONTROL

- A. Perform tests and inspections and prepare test reports.

- B. Perform the following tests and inspections:
 - 1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors and conductors feeding the following critical equipment and services for compliance with requirements.
 - a. Fueling equipment.
 - 2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
- C. Test and Inspection Reports: Prepare a written report to record the following:
 - 1. Procedures used.
 - 2. Results that comply with requirements.
 - 3. Results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- D. Cables will be considered defective if they do not pass tests and inspections.
- E. Remove and replace malfunctioning units and retest as specified above.

END OF SECTION 26 05 19

SECTION 26 05 26**GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes grounding and bonding systems and equipment, plus the following special applications:
 - 1. Underground distribution grounding.
 - 2. Ground bonding common with lightning protection system.
 - 3. Foundation steel electrodes.

1.3 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member company of NETA or an NRTL.
 - 1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Comply with UL 467 for grounding and bonding materials and equipment.
- D. Comply with NFPA 70 for grounding and bonding of electrical systems.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

2.2 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Stranded Conductors: ASTM B 8.
 - 3. Tinned Conductors: ASTM B 33.
 - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, **1/4 inch (6 mm)** in diameter.
 - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 - 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; **1-5/8 inches (41 mm)** wide and **1/16 inch (1.6 mm)** thick.
 - 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; **1-5/8 inches (41 mm)** wide and **1/16 inch (1.6 mm)** thick.
- C. Grounding Bus: Predrilled rectangular bars of annealed copper, **1/4 by 4 inches (6.3 by 100 mm)** in cross section, with **9/32-inch (7.14-mm)** holes spaced **1-1/8 inches (28 mm)** apart. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V and shall be Lexan or PVC, impulse tested at 5000 V.
- D. Cables must comply with Buy America Act.

2.3 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, pressure type with at least two bolts.
 - 1. Pipe Connectors: Clamp type, sized for pipe.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

- D. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.
- E. Connectors must comply with Buy America Act.

2.4 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad steel; **3/4 inch by 10 feet (19 mm by 3 m)**
- B. Ground Rods must comply with Buy America Act.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Underground Grounding Conductors: Install bare tinned-copper conductor, No. 4/0 AWG minimum.
 - 1. Bury at least **35 inches (900 mm)** below grade.
 - 2. Duct-Bank Grounding Conductor: Bury **12 inches (300 mm)** above duct bank when indicated as part of duct-bank installation.
- C. Grounding Bus: Install in electrical equipment rooms, in rooms housing service equipment, and elsewhere as indicated.
 - 1. Install bus horizontally, on insulated spacers **2 inches (50 mm)** minimum from wall, **6 inches (150 mm)** above finished floor unless otherwise indicated.
 - 2. Where indicated on both sides of doorways, route bus up to top of door frame, across top of doorway, and down to specified height above floor; connect to horizontal bus.
- D. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 - 2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
 - 3. Connections to Ground Rods at Test Wells: Bolted connectors.
 - 4. Connections to Structural Steel: Welded connectors.

3.2 GROUNDING AT THE SERVICE

- A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

3.3 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Isolated Equipment Enclosure Circuits: For designated equipment supplied by a branch circuit or feeder, isolate equipment enclosure from supply circuit raceway with a nonmetallic raceway fitting listed for the purpose. Install fitting where raceway enters enclosure, and install a separate insulated equipment grounding conductor. Isolate conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service unless otherwise indicated.
- C. Signal and Communication Equipment: In addition to grounding and bonding required by NFPA 70, provide a separate grounding system complying with requirements in TIA/ATIS J-STD-607-A.
 - 1. For telephone, alarm, voice and data, and other communication equipment, provide No. 4 AWG minimum insulated grounding conductor in raceway from grounding electrode system to each service location, terminal cabinet, wiring closet, and central equipment location.
 - 2. Service and Central Equipment Locations and Wiring Closets: Terminate grounding conductor on a 1/4-by-4-by-12-inch (6.3-by-100-by-300-mm) grounding bus.
 - 3. Terminal Cabinets: Terminate grounding conductor on cabinet grounding terminal.

3.4 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Rods: Drive rods until tops are 2 inches (50 mm) below finished floor or final grade unless otherwise indicated.
 - 1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
 - 2. For grounding electrode system, install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes, and connect to the service grounding electrode conductor.
- C. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
 - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 - 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.

3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.
- D. Bonding of Exposed Structural Metal: Bond all exposed structural metal that is not grounded to the service equipment enclosure. The points of attachment of the bonding jumpers shall be accessible.

3.5 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, at ground test wells, and at individual ground rods. Make tests at ground rods before any conductors are connected.
 - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
 - b. Perform tests by fall-of-potential method according to IEEE 81.
4. Prepare dimensioned Drawings locating each ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.

B. Grounding system will be considered defective if it does not pass tests and inspections.

C. Prepare test and inspection reports.

D. Report measured ground resistances that exceed the following values:

1. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 10 ohms.
2. Power and Lighting Equipment or System with Capacity of 500 to 1000 kVA: 5 ohms.
3. Power and Lighting Equipment or System with Capacity More Than 1000 kVA: 3 ohms.
4. Power Distribution Units or Panelboards Serving Electronic Equipment: 3 ohm(s).

- E. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 26 05 26

SECTION 26 05 33**RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Metal conduits, tubing, and fittings.
 - 2. Nonmetal conduits, tubing, and fittings.
 - 3. Metal wireways and auxiliary gutters.
 - 4. Surface raceways.
 - 5. Boxes, enclosures, and cabinets.

1.3 DEFINITIONS

- A. GRC: Galvanized rigid steel conduit.
- B. IMC: Intermediate metal conduit.

1.4 ACTION SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.

1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of items involved:
 - 1. Structural members in paths of conduit groups with common supports.
- B. Seismic Qualification Certificates: For enclosures, cabinets, and conduit racks and their mounting provisions, including those for internal components, from manufacturer.

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 - a. The term "withstand" means "the cabinet or enclosure will remain in place without separation of any parts when subjected to the seismic forces specified and the unit will retain its enclosure characteristics, including its interior accessibility, after the seismic event."
2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
4. Detailed description of conduit support devices and interconnections on which the certification is based and their installation requirements.

C. Source quality-control test reports.

1.6 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70.

1.7 FEDERAL TRANSIT REQUIREMENTS

- A. All material provided for project must meet Buy America Act refer to 01200 – Buy America Requirements.

PART 2 - PRODUCTS

2.1 METAL CONDUITS, TUBING, AND FITTINGS

- A. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. GRC: Comply with ANSI C80.1 and UL 6.
- C. IMC: Comply with ANSI C80.6 and UL 1242.
- D. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit.
 1. Comply with NEMA RN 1.
 2. Coating Thickness: 0.040 inch (1 mm), minimum.
- E. EMT: Comply with ANSI C80.3 and UL 797.

- F. FMC: Comply with UL 1; zinc-coated steel
- G. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- H. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
 - 1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886 and NFPA 70.
 - 2. Fittings for EMT:
 - a. Material: Steel .
 - b. Type: Setscrew or compression.
 - 3. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
 - 4. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch (1 mm), with overlapping sleeves protecting threaded joints.
- I. Joint Compound for IMC or GRC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.
- J. Raceways must comply with Buy America Act.

2.2 NONMETALLIC CONDUITS, TUBING, AND FITTINGS

- A. Listing and Labeling: Nonmetallic conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. RNC: Type EPC-40-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.
- C. Fittings for RNC: Comply with NEMA TC 3; match to conduit type and material.
- D. Raceways must comply with Buy America Act.

2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

- A. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 1 for indoor dry installations and 3R for outdoor and wet or damp location, unless otherwise indicated, and sized according to NFPA 70.
 - 1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

- B. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- C. Retain one or more options in "Wireway Covers" Paragraph below. If retaining more than one type, indicate locations of each type on Drawings.
- D. Wireway Covers: Hinged type.
- E. Finish: Manufacturer's standard enamel finish.
- F. Raceways must comply with Buy America Act.

2.4 BOXES, ENCLOSURES, AND CABINETS

- A. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- B. Sheet Metal Outlet and Device Boxes: NEMA OS 1; double-gang, minimum 4-11/16" square boxes with single or double-gang mud ring appropriate for the device and wall plate. Comply with UL 514A.
 - 1. Boxes in concrete and block walls may be single-gang.
- C. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, aluminum, Type FD, with gasketed cover.
- D. Metal Floor Boxes:
 - 1. Cast or sheet metal, fully adjustable, rectangular.
 - 2. Listing and Labeling: Metal floor boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- E. Nonmetallic Floor Boxes: Nonadjustable, rectangular.
 - 1. Listing and Labeling: Nonmetallic floor boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- F. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb (23 kg). Outlet boxes designed for attachment of luminaires weighing more than 50 lb (23 kg) shall be listed and marked for the maximum allowable weight.
- G. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- H. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum with gasketed cover.
- I. Box extensions used to accommodate new building finishes shall be of same material as recessed box.

- J. Device Box Dimensions unless otherwise indicated: **4 inches square by 2-1/8 inches deep (100 mm square by 60 mm deep)**.
- K. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1 for indoors; Type 3R for outdoor, with continuous-hinge cover with flush latch unless otherwise indicated.
 - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
- L. Cabinets:
 - 1. NEMA 250, Type 1 for indoors;
 - 2. Hinged door in front cover with flush latch and concealed hinge.
 - 3. Key latch to match panelboards.
 - 4. Metal barriers to separate wiring of different systems and voltage.
 - 5. Accessory feet where required for freestanding equipment.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

- A. Minimum Raceway Size: **3/4-inch (21-mm)** trade size.
- B. Raceway Fittings: Compatible with raceways and suitable for use and location.
 - 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
 - 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
 - 3. EMT: Use setscrew or compression, steel fittings. Comply with NEMA FB 2.10.
 - 4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- C. Install surface raceways only where indicated on Drawings.

3.2 INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- B. Keep raceways at least **6 inches (150 mm)** away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- C. Complete raceway installation before starting conductor installation.

- D. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- E. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- F. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within **12 inches (300 mm)** of changes in direction.
- G. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- H. Do not install conduits embedded in concrete slabs.
- I. Support conduit within **12 inches (300 mm)** of enclosures to which attached.
- J. Stub-ups to Above Recessed Ceilings:
 - 1. Use EMT, IMC, or RMC for raceways.
 - 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- K. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- L. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.
- M. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- N. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to **1-1/4-inch (35mm)** trade size and insulated throat metal bushings on **1-1/2-inch (41-mm)** trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- O. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- P. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- Q. Cut conduit perpendicular to the length. For conduits **2-inch (53-mm)** trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- R. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than **200-lb (90-kg)** tensile strength. Leave at least **12 inches (300 mm)** of

slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.

- S. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:
 - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 - 2. At hazardous location boundaries and where entering boxes and enclosures in hazardous locations as required by NEC (NFPA 70) Article 501.
 - 3. Where otherwise required by NFPA 70.
- T. Comply with manufacturer's written instructions for solvent welding RNC and fittings.
- U. Expansion-Joint Fittings:
 - 1. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
 - 2. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
- V. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of **72 inches (1830 mm)** of flexible conduit for recessed and semirecessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
 - 1. Use LFMC in damp or wet locations subject to severe physical damage.
- W. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
- X. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- Y. Locate boxes so that cover or plate will not span different building finishes.
- Z. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

3.3 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.4 PROTECTION

- A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 26 05 33

SECTION 26 05 48**VIBRATION AND SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Isolation pads.
 - 2. Spring isolators.
 - 3. Restrained spring isolators.
 - 4. Channel support systems.
 - 5. Restraint cables.
 - 6. Hanger rod stiffeners.
 - 7. Anchorage bushings and washers.
- B. Related Sections include the following:
 - 1. Division 26 Section "Hangers And Supports For Electrical Systems" for commonly used electrical supports and installation requirements.

1.3 DEFINITIONS

- A. The IBC: International Building Code.
- B. ICC-ES: ICC-Evaluation Service.
- C. OSHPD: Office of Statewide Health Planning and Development for the State of California.

1.4 PERFORMANCE REQUIREMENTS

- A. Seismic-Restraint Loading: Refer to project Structural Drawings and Specifications for the following, as defined in the IBC:
 - 1. Site Class.
 - 2. Assigned Seismic Use Group or Building Category.

- a. Component Response Modification Factor.
 - b. Component Amplification Factor.
3. Design Spectral Response Acceleration at Short Periods (0.2 Second).
 4. Design Spectral Response Acceleration at 1.0-Second Period.
- B. Component Importance Factor:
1. In order to identify systems requiring seismic restraint and to define those from which restraints may be excluded, utility components are assigned an ASCE 7 Importance Factor (I_p) on the basis of the following:
 - a. $I_p = 1.5$
 - 1) Essential facilities required for post earthquake recovery – all components required for the continued operation of the facility.
 - 2) Life-safety components which are required to function after a seismic event including all equipment feeding and connected to the life safety branch of the electrical system.
 - 3) All equipment feeding and connected to the stand-by branch of the electrical system.
 - 4) Components that contain hazardous or flammable materials.
 - b. $I_p = 1.0$ All other components.

1.5 SUBMITTALS

- A. Product Data: For the following:
1. Include rated load, rated deflection, and overload capacity for each vibration isolation device.
 2. Illustrate and indicate style, material, strength, fastening provision, and finish for each type and size of seismic-restraint component used.
 - a. Tabulate types and sizes of seismic restraints, complete with report numbers and rated strength in tension and shear as evaluated by an agency acceptable to authorities having jurisdiction.
 - b. Annotate to indicate application of each product submitted and compliance with requirements.
 3. Restrained-Isolation Devices: Include ratings for horizontal, vertical, and combined loads.
- B. Delegated-Design Submittal: For vibration isolation and seismic-restraint details indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1. Design Calculations: Calculate static and dynamic loading due to equipment weight and operation, seismic forces required to select vibration isolators and seismic restraints.
 - a. Coordinate design calculations with wind-load calculations required for equipment mounted outdoors. Comply with requirements in other Division 26 Sections for equipment mounted outdoors.
 2. Provide Seismic Design Force calculations per ASCE 7. For multi-story projects, provide calculated Seismic Design Force for each floor.
 3. Indicate materials and dimensions and identify hardware, including attachment and anchorage devices.
 4. Field-fabricated supports.
 5. Seismic-Restraint Details:
 - a. Design Analysis: To support selection and arrangement of seismic restraints. Include calculations of combined tensile and shear loads.
 - b. Details: Indicate fabrication and arrangement. Detail attachments of restraints to the restrained items and to the structure. Show attachment locations, methods, and spacings. Identify components, list their strengths, and indicate directions and values of forces transmitted to the structure during seismic events. Indicate association with vibration isolation devices.
 - c. Preapproval and Evaluation Documentation: By an agency acceptable to authorities having jurisdiction, showing maximum ratings of restraint items and the basis for approval (tests or calculations).
- C. Deferred Submittals shall be as required by IBC 106.3.4.2.
1. Deferred submittals of seismic restraint of nonstructural components must be submitted to the Architect/Engineer a minimum of two weeks prior to the planned installation in order to allow for plan review and forwarding to inspectors. In the event that the submittal is deficient additional time may become necessary.
 2. No deferred submittal element shall be installed until Architect/Engineer approval has been received.
 3. If seismic restraints of nonstructural components are installed prior to receiving Architect/Engineer approval they shall not be covered or concealed until plan review and inspection approval. Further, installers are proceeding at their own risk until plan review and inspection approval occurs.
 4. Deferred Submittals are required for:
 - a. Electrical distribution equipment (switchboards, panelboards, transformers, MCC's etc.).
 - b. Conduit racks.

- D. Coordination Drawings: Show coordination of seismic bracing for electrical components with other systems and equipment in the vicinity, including other supports and seismic restraints.
- E. Welding certificates.
- F. Qualification Data: For professional engineer.
- G. Field quality-control test reports.

1.6 QUALITY ASSURANCE

- A. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing seismic engineering services, including the design of seismic restraints, that are similar to those indicated for this Project.
- B. Comply with seismic-restraint requirements in the IBC unless requirements in this Section are more stringent.
- C. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- D. Seismic-restraint devices shall have horizontal and vertical load testing and analysis and shall bear anchorage preapproval OPA number from OSHPD, preapproval by ICC-ES, or preapproval by another agency acceptable to authorities having jurisdiction, showing maximum seismic-restraint ratings. Ratings based on independent testing are preferred to ratings based on calculations. If preapproved ratings are not available, submittals based on independent testing are preferred. Calculations (including combining shear and tensile loads) to support seismic-restraint designs must be signed and sealed by a qualified professional engineer.
- E. Comply with NFPA 70.

1.7 FEDERAL TRANSIT REQUIREMENTS

- A. All material provided for project must meet Buy America Act refer to 01200 – Buy America Requirements.

PART 2 - PRODUCTS

2.1 SEISMIC-RESTRAINT DEVICES

- A. General Requirements for Restraint Components: Rated strengths, features, and application requirements shall be as defined in reports by an agency acceptable to authorities having jurisdiction.

1. Structural Safety Factor: Allowable strength in tension, shear, and pullout force of components shall be at least four times the maximum seismic forces to which they will be subjected.
- B. Channel Support System: MFMA-3, shop- or field-fabricated support assembly made of slotted steel channels with accessories for attachment to braced component at one end and to building structure at the other end and other matching components and with corrosion-resistant coating; and rated in tension, compression, and torsion forces.
- C. Restraint Cables: ASTM A 603 galvanized-steel cables with end connections made of steel assemblies with thimbles, brackets, swivels, and bolts designed for restraining cable service; and with a minimum of two clamping bolts for cable engagement.
- D. Hanger Rod Stiffener: Steel tube or steel slotted-support-system sleeve with internally bolted connections to hanger rod. Do not weld stiffeners to rods.
- E. Bushings for Floor-Mounted Equipment Anchor: Neoprene bushings designed for rigid equipment mountings, and matched to type and size of anchors and studs.
- F. Bushing Assemblies for Wall-Mounted Equipment Anchorage: Assemblies of neoprene elements and steel sleeves designed for rigid equipment mountings, and matched to type and size of attachment devices.
- G. Resilient Isolation Washers and Bushings: One-piece, molded, oil- and water-resistant neoprene, with a flat washer face.
- H. Mechanical Anchor: Drilled-in and stud-wedge or female-wedge type in zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchors with strength required for anchor and as tested according to ASTM E 488. Minimum length of eight times diameter.
- I. Adhesive Anchor: Drilled-in and capsule anchor system containing polyvinyl or urethane methacrylate-based resin and accelerator, or injected polymer or hybrid mortar adhesive. Provide anchor bolts and hardware with zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchor bolts with strength required for anchor and as tested according to ASTM E 488.

2.2 FACTORY FINISHES

- A. Finish: Manufacturer's standard paint applied to factory-assembled and -tested equipment before shipping.
 1. Powder coating on springs and housings.
 2. All hardware shall be galvanized. Hot-dip galvanize metal components for exterior use.
 3. Baked enamel or powder coat for metal components on isolators for interior use.
 4. Color-code or otherwise mark vibration isolation and seismic-control devices to indicate capacity range.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and equipment to receive vibration isolation and seismic-control devices for compliance with requirements for installation tolerances and other conditions affecting performance.
- B. Examine roughing-in of reinforcement and cast-in-place anchors to verify actual locations before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLICATIONS

- A. Multiple Raceways or Cables: Secure raceways and cables to trapeze member with clamps approved for application by an agency acceptable to authorities having jurisdiction.
- B. Hanger Rod Stiffeners: Install hanger rod stiffeners where indicated or scheduled on Drawings to receive them and where required to prevent buckling of hanger rods due to seismic forces.
- C. Strength of Support and Seismic-Restraint Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static and seismic loads within specified loading limits.

3.3 SEISMIC-RESTRAINT DEVICE INSTALLATION

- A. Equipment and Hanger Restraints:
 - 1. Install restrained isolators on electrical equipment.
 - 2. Install resilient, bolt-isolation washers on equipment anchor bolts where clearance between anchor and adjacent surface exceeds 0.125 inch (3.2 mm).
 - 3. Install seismic-restraint devices using methods approved by an agency acceptable to authorities having jurisdiction providing required submittals for component.
- B. Install bushing assemblies for mounting bolts for wall-mounted equipment, arranged to provide resilient media where equipment or equipment-mounting channels are attached to wall.
- C. Attachment to Structure: If specific attachment is not indicated, anchor bracing to structure at flanges of beams, at upper truss chords of bar joists, or at concrete members.
- D. Drilled-in Anchors:

1. Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Do not damage existing reinforcing or embedded items during coring or drilling. Notify the structural engineer if reinforcing steel or other embedded items are encountered during drilling. Locate and avoid prestressed tendons, electrical and telecommunications conduit, and gas lines.
2. Do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.
3. Wedge Anchors: Protect threads from damage during anchor installation. Heavy-duty sleeve anchors shall be installed with sleeve fully engaged in the structural element to which anchor is to be fastened.
4. Adhesive Anchors: Clean holes to remove loose material and drilling dust prior to installation of adhesive. Place adhesive in holes proceeding from the bottom of the hole and progressing toward the surface in such a manner as to avoid introduction of air pockets in the adhesive.
5. Set anchors to manufacturer's recommended torque, using a torque wrench.
6. Install zinc-coated steel anchors for interior and stainless-steel anchors for exterior applications.

3.4 ACCOMMODATION OF DIFFERENTIAL SEISMIC MOTION

- A. Install flexible connections in runs of raceways, cables, wireways, cable trays, and busways where they cross seismic joints, where adjacent sections or branches are supported by different structural elements, and where they terminate with connection to equipment that is anchored to a different structural element from the one supporting them as they approach equipment.

3.5 ADJUSTING

- A. Adjust isolators after isolated equipment is at operating weight.
- B. Adjust limit stops on restrained spring isolators to mount equipment at normal operating height. After equipment installation is complete, adjust limit stops so they are out of contact during normal operation.
- C. Adjust active height of spring isolators.
- D. Adjust restraints to permit free movement of equipment within normal mode of operation.

3.6 SPECIAL INSPECTION

- A. Per the requirements of ASCE 7, the building owner will employ a special inspector(s) to observe the construction of all Designated Seismic Systems in accordance with the Quality Assurance Plan.

END OF SECTION 26 05 48

SECTION 26 05 53**IDENTIFICATION FOR ELECTRICAL SYSTEMS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Identification for raceways.
 - 2. Identification of power and control cables.
 - 3. Identification for conductors.
 - 4. Underground-line warning tape.
 - 5. Warning labels and signs.
 - 6. Instruction signs.
 - 7. Equipment identification labels.
 - 8. Miscellaneous identification products.

1.3 ACTION SUBMITTALS

- A. Product Data: For each electrical identification product indicated.
- B. Identification Schedule: An index of nomenclature of electrical equipment and system components used in identification signs and labels.

1.4 QUALITY ASSURANCE

- A. Comply with ANSI A13.1.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

1.5 COORDINATION

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.
- B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- C. Coordinate installation of identifying devices with location of access panels and doors.
- D. Install identifying devices before installing acoustical ceilings and similar concealment.

1.6 FEDERAL TRANSIT REQUIREMENTS

- A. All material provided for project must meet Buy America Act refer to 01200 – Buy America Requirements.

PART 2 - PRODUCTS

2.1 POWER AND CONTROL RACEWAY IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.
- B. Colors for Raceways Carrying Circuits at More Than 600 V:
 - 1. Black letters on an orange field.
 - 2. Legend: "DANGER CONCEALED HIGH VOLTAGE WIRING."
- C. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch (50 by 50 by 1.3 mm), with stamped legend, punched for use with self-locking cable tie fastener.
- D. Write-On Tags: Polyester tag, 0.010 inch (0.25 mm) thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.

2.2 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each cable size.

- B. Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing ends of legend label.
- C. Self-Adhesive, Self-Laminating Polyester Labels: Preprinted, 3-mil- (0.08-mm-) thick flexible label with acrylic pressure-sensitive adhesive that provides a clear, weather- and chemical-resistant, self-laminating, protective shield over the legend. Labels sized to fit the cable diameter such that the clear shield overlaps the entire printed legend.
- D. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch (50 by 50 by 1.3 mm), with stamped legend, punched for use with self-locking cable tie fastener.
- E. Write-On Tags: Polyester tag, 0.010 inch (0.25 mm) thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.
- F. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of cable it identifies and to stay in place by gripping action.
- G. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches (50 mm) long, with diameter sized to suit diameter of cable it identifies and to stay in place by gripping action.

2.3 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide.
- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- C. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
- D. Write-On Tags: Polyester tag, 0.010 inch (0.25 mm) thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.

2.4 UNDERGROUND-LINE WARNING TAPE

- A. Tape:
 - 1. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical and communications utility lines.

2. Printing on tape shall be permanent and shall not be damaged by burial operations.
3. Tape material and ink shall be chemically inert, and not subject to degrading when exposed to acids, alkalis, and other destructive substances commonly found in soils.
4. Detectable three-layer laminate, consisting of a printed pigmented polyolefin film, a solid aluminum-foil core, and a clear protective film that allows inspection of the continuity of the conductive core, bright-colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
5. Overall Thickness: 5 mils (0.125 mm).
6. Foil Core Thickness: 0.35 mil (0.00889 mm).
7. Weight: 28 lb/1000 sq. ft. (13.7 kg/100 sq. m).
8. 3-Inch (75-mm) Tensile According to ASTM D 882: 70 lbf (311.3 N), and 4600 psi (31.7 MPa).

B. Color and Printing:

1. Comply with ANSI Z535.1 through ANSI Z535.5.
2. Inscriptions for Red-Colored Tapes: ELECTRIC LINE, HIGH VOLTAGE.
3. Inscriptions for Orange-Colored Tapes: TELEPHONE CABLE, CATV CABLE, COMMUNICATIONS CABLE, OPTICAL FIBER CABLE.

2.5 WARNING LABELS AND SIGNS

A. Comply with NFPA 70 and 29 CFR 1910.145.

B. Self-Adhesive Warning Labels: Factory-printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.

C. Baked-Enamel Warning Signs:

1. Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application.
2. 1/4-inch (6.4-mm) grommets in corners for mounting.
3. Nominal size, 7 by 10 inches (180 by 250 mm).

D. Metal-Backed, Butyrate Warning Signs:

1. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch (1-mm) galvanized-steel backing; and with colors, legend, and size required for application.
2. 1/4-inch (6.4-mm) grommets in corners for mounting.
3. Nominal size, 10 by 14 inches (250 by 360 mm).

E. Warning label and sign shall include, but are not limited to, the following legends:

1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES (915 MM)."

2.6 INSTRUCTION SIGNS

- A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch (1.6 mm) thick for signs up to 20 sq. inches (129 sq. cm) and 1/8 inch (3.2 mm) thick for larger sizes.
 1. Engraved legend with black letters on white face
 2. Punched or drilled for mechanical fasteners.
 3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.
- B. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch (10 mm).
- C. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch (10 mm). Overlay shall provide a weatherproof and UV-resistant seal for label.

2.7 EQUIPMENT IDENTIFICATION LABELS

- A. Engraved, Laminated Acrylic or Melamine Label: Punched or drilled for screw mounting. Minimum letter height shall be 3/8 inch (10 mm). Color-code labels based on the electrical system branch as indicated in the Execution section below.
- B. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch (25 mm).

2.8 CABLE TIES

- A. Plenum-Rated Cable Ties: Self extinguishing, UV stabilized, one piece, self locking.
 1. Minimum Width: 3/16 inch (5 mm).
 2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 7000 psi (48.2 MPa).
 3. UL 94 Flame Rating: 94V-0.
 4. Temperature Range: Minus 50 to plus 284 deg F (Minus 46 to plus 140 deg C).
 5. Color: Black.

2.9 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Select paint system applicable for surface material and location (exterior or interior).

- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- C. Apply identification devices to surfaces that require finish after completing finish work.
- D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- E. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- F. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at **50-foot (15-m)** maximum intervals in straight runs, and at **25-foot (7.6-m)** maximum intervals in congested areas.
- G. Aluminum Wraparound Marker Labels and Metal Tags: Secure tight to surface of conductor or cable at a location with high visibility and accessibility.
- H. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:
 - 1. Outdoors: UV-stabilized nylon.
 - 2. In Spaces Handling Environmental Air: Plenum rated.
- I. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at **6 to 8 inches (150 to 200 mm)** below finished grade. Use multiple tapes where width of multiple lines installed in a common trench or concrete envelope exceeds **16 inches (400 mm)** overall.
- J. Painted Identification: Comply with requirements in painting Sections for surface preparation and paint application.

3.2 IDENTIFICATION SCHEDULE

- A. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive vinyl labels with the wiring system legend and system voltage. System legends shall be as follows:
 - 1. Power.

- B. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded service, feeder, and branch-circuit conductors.
 - a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
 - b. Colors for 208/120-V Circuits:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
 - c. Colors for 480/277-V Circuits:
 - 1) Phase A: Brown.
 - 2) Phase B: Orange.
 - 3) Phase C: Yellow.
 - d. Colors for DC Circuits:
 - 1) Positive: Red.
 - 2) Negative: Black.
 - e.
 - f. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.

C. Power-Circuit Conductor Identification, More than 600 V: For conductors in vaults, pull and junction boxes, manholes, and handholes, use write-on tags. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.

D. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use self-adhesive vinyl labels with the conductor or cable designation, origin, and destination.

E. Control-Circuit Conductor Termination Identification: For identification at terminations provide heat-shrink preprinted tubes with the conductor designation.

F. Conductors to Be Extended in the Future: Attach write-on tags to conductors and list source.

G. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.

1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
 2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.
- H. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable.
1. Install underground-line warning tape for both direct-buried cables and cables in raceway.
- I. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall be as required by NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.
- J. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive warning labels.
1. Comply with 29 CFR 1910.145.
 2. Identify system voltage with black letters on an orange background.
 3. Apply to exterior of door, cover, or other access.
 4. For equipment with multiple power or control sources, apply to door or cover of equipment including, but not limited to, the following:
 - a. Power transfer switches.
 - b. Controls with external control power connections.
- K. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
- L. Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum **3/8-inch- (10-mm-)** high letters for emergency instructions at equipment used for power transfer.
- M. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.
1. Labeling Instructions:
 - a. Indoor Equipment: Engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with **1/2-inch- (13-mm-)**

- high letters on 1-1/2-inch- (38-mm-) high label; where two lines of text are required, use labels 2 inches (50 mm) high.
- b. Outdoor Equipment: Engraved, laminated acrylic or melamine label stenciled legend 4 inches (100 mm) high.
 - c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
 - d. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.
 - e. Color Coding of Labels: Identify branch of electrical system by coloring coding the labels
 - 1) Equipment Connected to Normal Power: White lettering on black background.
 - f. Identify source bus, voltage and location feeding the equipment, for example:

PANEL 3LBA
120/208V 3-PHASE 4-WIRE
FED FROM 3LDPB
ROOM #1003

2. Equipment to Be Labeled:

- a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be engraved, laminated acrylic or melamine label.
- b. Enclosures and electrical cabinets.
- c. Access doors and panels for concealed electrical items.
- d. Switchgear.
- e. Switchboards.
- f. Transformers: Label that includes tag designation shown on Drawings for the transformer, feeder, and panelboards or equipment supplied by the secondary.
- g. Enclosed switches.
- h. Enclosed circuit breakers.
- i. Enclosed controllers.
- j. Push-button stations.
- k. Remote-controlled switches, dimmer modules, and control devices.
- l. Monitoring and control equipment.

END OF SECTION 26 05 53

SECTION 260529**HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Hangers and supports for electrical equipment and systems.
 - 2. Construction requirements for concrete bases.
- B. Related Sections include the following:
 - 1. Division 26 Section "Vibration And Seismic Controls For Electrical Systems" for products and installation requirements necessary for compliance with seismic criteria.

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. IMC: Intermediate metal conduit.
- C. RMC: Rigid metal conduit.

1.4 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design supports for multiple raceways, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
- C. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
- D. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

1.5 SUBMITTALS

- A. Product Data: For the following:
 - 1. Steel slotted support systems.
- B. Shop Drawings: Signed and sealed by a qualified professional engineer. Show fabrication and installation details and include calculations for the following:
 - 1. Trapeze hangers. Include Product Data for components.
 - 2. Steel slotted channel systems. Include Product Data for components.
 - 3. Nonmetallic slotted channel systems. Include Product Data for components.
 - 4. Equipment supports.
- C. Welding certificates.

1.6 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Comply with NFPA 70.

1.7 COORDINATION

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 03.
- B. Coordinate installation of roof curbs, equipment supports, and roof penetrations. These items are specified in Division 07 Section "Roof Accessories."

1.8 FEDERAL TRANSIT REQUIREMENTS

- A. All material provided for project must meet Buy America Act refer to 01200 – Buy America Requirements.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.; a division of Cooper Industries.
 - c. ERICO International Corporation.
 - d. GS Metals Corp.
 - e. Thomas & Betts Corporation.
 - f. Unistrut; Tyco International, Ltd.

- g. Wesanco, Inc.
 - 2. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
 - 3. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
 - 4. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
 - 5. Channel Dimensions: Selected for applicable load criteria.
- B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- C. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.
- E. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- F. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
- 1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Hilti Inc.
 - 2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 3) MKT Fastening, LLC.
 - 4) Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit.
 - 2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
 - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Cooper B-Line, Inc.; a division of Cooper Industries.
 - 2) Empire Tool and Manufacturing Co., Inc.
 - 3) Hilti Inc.
 - 4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 5) MKT Fastening, LLC.
 - 3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
 - 4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
 - 5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
 - 6. Toggle Bolts: All-steel springhead type.
 - 7. Hanger Rods: Threaded steel.

2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

- B. Materials: Comply with requirements in Division 05 Section "Metal Fabrications" for steel shapes and plates.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.
- B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as scheduled in NECA 1, where its Table 1 lists maximum spacings less than stated in NFPA 70. Minimum rod size shall be **1/4 inch (6 mm)** in diameter.
- C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 50 percent in future without exceeding specified design load limits.
 - 1. Secure raceways and cables to these supports with two-bolt conduit clamps.

3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus **200 lb (90 kg)**.
- C. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 - 1. To Wood: Fasten with lag screws or through bolts.
 - 2. To New Concrete: Bolt to concrete inserts.
 - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 - 4. To Existing Concrete: Expansion anchor fasteners.
 - 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete **4 inches (100 mm)** thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than **4 inches (100 mm)** thick.
 - 6. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts.
 - 7. To Light Steel: Sheet metal screws.
 - 8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that meet seismic-restraint strength and anchorage requirements.
- D. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

- E. Manhole Requirements:
1. On manhole walls install a minimum of three, evenly spaced, flush cast-in horizontal unistrut cable supports. The lowest support shall be at 12" above the finished floor of the manhole, and the remaining two install at 3'-8" and 6'-4" above manhole floor.
 2. In addition, install vertical, surface mounted, unistrut cable supports over the cast-in horizontal supports. Vertical supports shall be installed in a minimum of four columns along each long wall and two columns along each short wall.
 3. Support each cable at unistrut cable supports with rubber cush-grips.
 4. Ring each cable around the manhole before terminating.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Comply with installation requirements in Division 05 Section "Metal Fabrications" for site-fabricated metal supports.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- C. Field Welding: Comply with AWS D1.1/D1.1M.

3.4 CONCRETE BASES

- A. Provide concrete bases for all floor mounted equipment including but not limited to: transformers, switchboards, generators, switches, cabinets, etc.
- B. Construct concrete bases of dimensions indicated but not less than 4 inches (100 mm) larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.
- C. Use 3000-psi (20.7-MPa), 28-day compressive-strength concrete. Concrete materials, reinforcement, and placement requirements are specified in Division 03 Section "Cast-in-Place Concrete."
- D. Anchor equipment to concrete base.
1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 2. Install anchor bolts to elevations required for proper attachment to supported equipment.
 3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

END OF SECTION 260529

SECTION 260573
OVERCURRENT PROTECTIVE DEVICE STUDY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes computer-based, overcurrent protective device studies to determine the following:
 - 1. The minimum interrupting capacity of circuit protective devices
 - 2. Overcurrent protective device settings for selective tripping.
 - 3. The arc-flash hazard distance and the incident energy to which personnel could be exposed during work on or near electrical equipment.

1.3 DEFINITIONS

- A. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.
- B. One-Line Diagram: A diagram which shows, by means of single lines and graphic symbols, the course of an electric circuit or system of circuits and the component devices or parts used therein.
- C. Protective Device: A device that senses when an abnormal current flow exists and then removes the affected portion from the system.
- D. SCCR: Short-circuit current rating.
- E. Service: The conductors and equipment for delivering electric energy from the serving utility to the wiring system of the premises served.

1.4 ACTION SUBMITTALS

- A. Product Data: For computer software program to be used for studies.
- B. Other Action Submittals: Submit the following after the approval of system protective devices submittals. Submittals shall be in digital form; signed, dated and sealed by a qualified professional engineer.

1. Short-circuit study input data, including completed computer program input data sheets.
2. Coordination-study input data, including completed computer program input data sheets.
3. Arc-flash study report.
 - a. Submit study report for action prior to receiving final approval of the distribution equipment submittals. If formal completion of studies will cause delay in equipment manufacturing, obtain approval from Architect for preliminary submittal of sufficient study data to ensure that the selection of devices and associated characteristics is satisfactory.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Coordination Study Specialist.
- B. Product Certificates: For overcurrent protective device coordination study software, certifying compliance with IEEE 399.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For the overcurrent protective devices to include in emergency, operation, and maintenance manuals.
 1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
 - a. The following parts from the Protective Device Coordination Study Report:
 - 1) One-line diagram.
 - 2) Protective device coordination study.
 - 3) Time-current coordination curves.
 - b. Power system data.
 2. Maintenance procedures according to requirements in NFPA 70E shall be provided in the equipment manuals.

1.7 QUALITY ASSURANCE

- A. Studies shall use computer programs that are distributed nationally and are in wide use. Software algorithms shall comply with requirements of standards and guides specified in this Section. Manual calculations are unacceptable.
- B. Study Software Developer Qualifications: An entity that owns and markets computer software used for studies, having performed successful studies of similar magnitude on electrical distribution systems using similar devices.

1. The computer program shall be developed under the charge of a licensed professional engineer who holds IEEE Computer Society's Certified Software Development Professional certification.
- C. Study Specialist Qualifications: Professional engineer in charge of performing the study and documenting recommendations, licensed in the state where Project is located. All elements of the study shall be performed under the direct supervision and control of this professional engineer.
- D. Field Adjusting Agency Qualifications: An independent agency, with the experience and capability to adjust overcurrent devices and to conduct the testing indicated, that is a member company of the InterNational Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 COMPUTER SOFTWARE DEVELOPERS

- A. Software Developers:
 1. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. SKM Systems Analysis, Inc.
- B. Comply with IEEE 242 and IEEE 399.
- C. Comply with IEEE 1584 and NFPA 70E.
- D. Analytical features of device coordination study computer software program shall have the capability to calculate "mandatory," "very desirable," and "desirable" features as listed in IEEE 399.
- E. Computer software program shall be capable of plotting and diagramming time-current-characteristic curves as part of its output. Computer software program shall report device settings and ratings of all overcurrent protective devices and shall demonstrate selective coordination by computer-generated, time-current coordination plots.
 1. Optional Features:
 - a. Arcing faults.
 - b. Simultaneous faults.
 - c. Explicit negative sequence.
 - d. Mutual coupling in zero sequence.

2.2 SHORT-CIRCUIT STUDY REPORT CONTENTS

- A. Executive summary.

- B. Study descriptions, purpose, basis, and scope. Include case descriptions, definition of terms, and guide for interpretation of the computer printout.
- C. One-line diagram, showing the following:
 - 1. Protective device designations and ampere ratings.
 - 2. Cable size and lengths.
 - 3. Transformer kilovolt ampere (kVA) and voltage ratings.
 - 4. Motor and generator designations and kVA ratings.
 - 5. Switchgear, switchboard, motor-control center, and panelboard designations.
- D. Comments and recommendations for system improvements, where needed.
- E. Protective Device Evaluation:
 - 1. Evaluate equipment and protective devices and compare to short-circuit ratings.
 - 2. Tabulations of circuit breaker, fuse, and other protective device ratings versus calculated short-circuit duties.
 - 3. For 600-V overcurrent protective devices, ensure that interrupting ratings are equal to or higher than calculated 1/2-cycle symmetrical fault current.
 - 4. For devices and equipment rated for asymmetrical fault current, apply multiplication factors listed in the standards to 1/2-cycle symmetrical fault current.
 - 5. Verify adequacy of phase conductors at maximum three-phase bolted fault currents; verify adequacy of equipment grounding conductors and grounding electrode conductors at maximum ground-fault currents. Ensure that short-circuit withstand ratings are equal to or higher than calculated 1/2-cycle symmetrical fault current.
- F. Short-Circuit Study Input Data: As described in "Power System Data" Article in the Evaluations.
- G. Short-Circuit Study Output:
 - 1. Low-Voltage Fault Report: Three-phase and unbalanced fault calculations, showing the following for each overcurrent device location:
 - a. Voltage.
 - b. Calculated fault-current magnitude and angle.
 - c. Fault-point X/R ratio.
 - d. Equivalent impedance.
 - 2. Momentary Duty Report: Three-phase and unbalanced fault calculations, showing the following for each overcurrent device location:
 - a. Voltage.
 - b. Calculated symmetrical fault-current magnitude and angle.
 - c. Fault-point X/R ratio.
 - d. Calculated asymmetrical fault currents:
 - 1) Based on fault-point X/R ratio.
 - 2) Based on calculated symmetrical value multiplied by 1.6.

- 3) Based on calculated symmetrical value multiplied by 2.7.
3. Interrupting Duty Report: Three-phase and unbalanced fault calculations, showing the following for each overcurrent device location:
 - a. Voltage.
 - b. Calculated symmetrical fault-current magnitude and angle.
 - c. Fault-point X/R ratio.
 - d. No AC Decrement (NACD) ratio.
 - e. Equivalent impedance.
 - f. Multiplying factors for 2-, 3-, 5-, and 8-cycle circuit breakers rated on a symmetrical basis.
 - g. Multiplying factors for 2-, 3-, 5-, and 8-cycle circuit breakers rated on a total basis.

2.3 PROTECTIVE DEVICE COORDINATION STUDY REPORT CONTENTS

- A. Executive summary.
- B. Study descriptions, purpose, basis and scope. Include case descriptions, definition of terms and guide for interpretation of the computer printout.
- C. One-line diagram, showing the following:
 1. Protective device designations and ampere ratings.
 2. Cable size and lengths.
 3. Transformer kilovolt ampere (kVA) and voltage ratings.
 4. Motor and generator designations and kVA ratings.
 5. Switchgear, switchboard, motor-control center, and panelboard designations.
- D. Study Input Data: As described in "Power System Data" Article.
- E. Short-Circuit Study Output: As specified in "Short-Circuit Study Output" Paragraph in "Short-Circuit Study Report Contents" Article in Section 260572 "Overcurrent Protective Device Short-Circuit Study."
- F. Protective Device Coordination Study:
 1. Report recommended settings of protective devices, ready to be applied in the field. Use manufacturer's data sheets for recording the recommended setting of overcurrent protective devices when available.
 - a. Phase and Ground Relays:
 - 1) Device tag.
 - 2) Relay current transformer ratio and tap, time dial, and instantaneous pickup value.
 - 3) Recommendations on improved relaying systems, if applicable.
 - b. Circuit Breakers:

- 1) Adjustable pickups and time delays (long time, short time, ground).
 - 2) Adjustable time-current characteristic.
 - 3) Adjustable instantaneous pickup.
 - 4) Recommendations on improved trip systems, if applicable.
- G. Time-Current Coordination Curves: Determine settings of overcurrent protective devices to achieve selective coordination. Graphically illustrate that adequate time separation exists between devices installed in series, including power utility company's upstream devices. Prepare separate sets of curves for the switching schemes and for emergency periods where the power source is local generation. Show the following information:
1. Device tag and title, one-line diagram with legend identifying the portion of the system covered.
 2. Terminate device characteristic curves at a point reflecting maximum symmetrical or asymmetrical fault current to which the device is exposed.
 3. Identify the device associated with each curve by manufacturer type, function, and, if applicable, tap, time delay, and instantaneous settings recommended.
 4. Plot the following listed characteristic curves, as applicable:
 - a. Power utility's overcurrent protective device.
 - b. Medium-voltage equipment overcurrent relays.
 - c. Medium- and low-voltage fuses including manufacturer's minimum melt, total clearing, tolerance, and damage bands.
 - d. Low-voltage equipment circuit-breaker trip devices, including manufacturer's tolerance bands.
 - e. Transformer full-load current, magnetizing inrush current, and ANSI through-fault protection curves.
 - f. Cables and conductors damage curves.
 - g. Ground-fault protective devices.
 - h. Motor-starting characteristics and motor damage points.
 - i. Generator short-circuit decrement curve and generator damage point.
 - j. The largest feeder circuit breaker in each motor-control center and panelboard.
 5. Series rating on equipment allows the application of two series interrupting devices for a condition where the available fault current is greater than the interrupting rating of the downstream equipment. Both devices share in the interruption of the fault and selectivity is sacrificed at high fault levels. Maintain selectivity for tripping currents caused by overloads.
 6. Provide adequate time margins between device characteristics such that selective operation is achieved.
 7. Comments and recommendations for system improvements.

2.4 ARC-FLASH STUDY REPORT CONTENT

- A. Executive summary.
- B. Study descriptions, purpose, basis and scope.

- C. One-line diagram, showing the following:
 - 1. Protective device designations and ampere ratings.
 - 2. Cable size and lengths.
 - 3. Transformer kilovolt ampere (kVA) and voltage ratings.
 - 4. Motor and generator designations and kVA ratings.
 - 5. Switchgear, switchboard, motor-control center and panelboard designations.
- D. Study Input Data: As described in "Power System Data" Article.
- E. Short-Circuit Study Output: As specified in "Short Circuit Study Output" Paragraph in "Short-Circuit Study Report Contents" Article in Section 260572 "Overcurrent Protective Device Short-Circuit Study."
- F. Protective Device Coordination Study Report Contents: As specified in "Protective Device Coordination Study Report Contents" Article in Section 260573 "Overcurrent Protective Device Coordination Study."
- G. Arc-Flash Study Output:
 - 1. Interrupting Duty Report: Three-phase and unbalanced fault calculations, showing the following for each overcurrent device location:
 - a. Voltage.
 - b. Calculated symmetrical fault-current magnitude and angle.
 - c. Fault-point X/R ratio.
 - d. No AC Decrement (NACD) ratio.
 - e. Equivalent impedance.
 - f. Multiplying factors for 2-, 3-, 5-, and 8-cycle circuit breakers rated on a symmetrical basis.
 - g. Multiplying factors for 2-, 3-, 5-, and 8-cycle circuit breakers rated on a total basis.
- H. Incident Energy and Flash Protection Boundary Calculations:
 - 1. Arcing fault magnitude.
 - 2. Protective device clearing time.
 - 3. Duration of arc.
 - 4. Arc-flash boundary.
 - 5. Working distance.
 - 6. Incident energy.
 - 7. Hazard risk category.
 - 8. Recommendations for arc-flash energy reduction.
- I. Fault study input data, case descriptions, and fault-current calculations including a definition of terms and guide for interpretation of the computer printout.

2.5 ARC-FLASH WARNING LABELS

- A. Comply with requirements in Section 260553 "Identification for Electrical Systems" for self-adhesive equipment labels. Produce a 3.5-by-5-inch (76-by-127-mm) self-adhesive equipment label for each work location included in the analysis.
- B. The label shall have an orange header with the wording, "WARNING, ARC-FLASH HAZARD," and shall include the following information taken directly from the arc-flash hazard analysis:
 - 1. Location designation.
 - 2. Nominal voltage.
 - 3. Flash protection boundary.
 - 4. Hazard risk category.
 - 5. Incident energy.
 - 6. Working distance.
 - 7. Engineering report number, revision number, and issue date.
- C. Labels shall be machine printed, with no field-applied markings.
- D. Provide labels for all new and existing gear owned by client.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine Project overcurrent protective device submittals for compliance with electrical distribution system coordination requirements and other conditions affecting performance. Devices to be coordinated are indicated on Drawings.
 - 1. Proceed with coordination study only after relevant equipment submittals have been assembled. Overcurrent protective devices that have not been submitted and approved prior to coordination study may not be used in study.
- B. Obtain all data necessary for the conduct of the study.
 - 1. Verify completeness of data supplied on the one-line diagram. Call any discrepancies to the attention of Architect.
 - 2. For equipment provided that is Work of this Project, use characteristics submitted under the provisions of action submittals and information submittals for this Project.
- C. For relocated equipment and that which is existing to remain, obtain required electrical distribution system data by field investigation and surveys, conducted by qualified technicians and engineers. The qualifications of technicians and engineers shall be qualified as defined by NFPA 70E.

- D. Gather and tabulate the following input data to support coordination study. The list below is a guide. Comply with recommendations in IEEE 551 for the amount of detail required to be acquired in the field. Field data gathering shall be under the direct supervision and control of the engineer in charge of performing the study, and shall be by the engineer or its representative who holds NETA ETT Level III certification or NICET Electrical Power Testing Level III certification.
1. Product Data for overcurrent protective devices specified in other Sections and involved in overcurrent protective device coordination studies. Use equipment designation tags that are consistent with electrical distribution system diagrams, overcurrent protective device submittals, input and output data, and recommended device settings.
 2. Electrical power utility impedance at the service.
 3. Power sources and ties.
 4. Short-circuit current at each system bus, three phase and line-to-ground.
 5. Full-load current of all loads.
 6. Voltage level at each bus.
 7. For transformers, include kVA, primary and secondary voltages, connection type, impedance, X/R ratio, taps measured in percent, and phase shift.
 8. For reactors, provide manufacturer and model designation, voltage rating, and impedance.
 9. For circuit breakers and fuses, provide manufacturer and model designation. List type of breaker, type of trip and available range of settings, SCCR, current rating, and breaker settings.
 10. Generator short-circuit current contribution data, including short-circuit reactance, rated kVA, rated voltage, and X/R ratio.
 11. For relays, provide manufacturer and model designation, current transformer ratios, potential transformer ratios, and relay settings.
 12. Maximum demands from service meters.
 13. Low-voltage cable sizes, lengths, number, conductor material, and conduit material (magnetic or nonmagnetic).
 14. Data sheets to supplement electrical distribution system diagram, cross-referenced with tag numbers on diagram, showing the following:
 - a. Special load considerations, including starting inrush currents and frequent starting and stopping.
 - b. Transformer characteristics, including primary protective device, magnetic inrush current, and overload capability.
 - c. Generator thermal-damage curve.
 - d. Ratings, types, and settings of utility company's overcurrent protective devices.
 - e. Special overcurrent protective device settings or types stipulated by utility company.
 - f. Time-current-characteristic curves of devices indicated to be coordinated.
 - g. Manufacturer, frame size, interrupting rating in amperes rms symmetrical, ampere or current sensor rating, long-time adjustment range, short-time adjustment range, and instantaneous adjustment range for circuit breakers.
 - h. Manufacturer and type, ampere-tap adjustment range, time-delay adjustment range, instantaneous attachment adjustment range, and current transformer ratio for overcurrent relays.
 - i. Panelboards, switchboards and SCCR in amperes rms symmetrical.

- E. Identify series-rated interrupting devices for a condition where the available fault current is greater than the interrupting rating of the downstream equipment. Obtain device data details to allow verification that series application of these devices complies with NFPA 70 and UL 489 requirements

3.2 SHORT-CIRCUIT STUDY

- A. Perform study following the general study procedures contained in IEEE 399.
- B. Calculate short-circuit currents according to IEEE 551.
- C. Base study on the device characteristics supplied by device manufacturer.
- D. The extent of the electrical power system to be studied is indicated on Drawings.
- E. Begin short-circuit current analysis at the service, extending down to the system overcurrent protective devices as follows:
 - 1. To normal system low-voltage load buses where fault current is 10 kA or less.
 - 2. Exclude equipment rated 240-V ac or less when supplied by a single transformer rated less than 75 kVA.
- F. Study electrical distribution system from normal and alternate power sources throughout electrical distribution system for Project. Study all cases of system-switching configurations and alternate operations that could result in maximum fault conditions.
- G. The calculations shall include the ac fault-current decay from induction motors, synchronous motors, and asynchronous generators and shall apply to low- and medium-voltage, three-phase ac systems. The calculations shall also account for the fault-current dc decrement, to address the asymmetrical requirements of the interrupting equipment.
 - 1. For grounded systems, provide a bolted line-to-ground fault-current study for areas as defined for the three-phase bolted fault short-circuit study.
- H. Calculate short-circuit momentary and interrupting duties for a three-phase bolted fault at each of the following:
 - 1. Electric utility's supply termination point.
 - 2. Incoming switchgear.
 - 3. Low-voltage switchgear.
 - 4. Branch circuit panelboards.
 - 5. ABB Power cabinets
 - 6. ABB depot box chargers
 - 7. Disconnect switches.

3.3 PROTECTIVE DEVICE COORDINATION STUDY

- A. Comply with IEEE 242 for calculating short-circuit currents and determining coordination time intervals.
- B. Comply with IEEE 399 for general study procedures.
- C. The study shall be based on the device characteristics supplied by device manufacturer.
- D. The extent of the electrical power system to be studied is indicated on Drawings.
- E. Begin analysis at the service, extending down to the system overcurrent protective devices as follows:
 - 1. To normal system low-voltage load buses where fault current is 10 kA or less.
 - 2. Exclude equipment rated 240-V ac or less when supplied by a single transformer rated less than 75 kVA.
- F. Study electrical distribution system from normal and alternate power sources throughout electrical distribution system for Project. Study all cases of system-switching configurations and alternate operations that could result in maximum fault conditions.
- G. Conductor Protection: Protect cables against damage from fault currents according to ICEA P-32-382, ICEA P-45-482, and protection recommendations in IEEE 242. Demonstrate that equipment withstands the maximum short-circuit current for a time equivalent to the tripping time of the primary relay protection or total clearing time of the fuse. To determine temperatures that damage insulation, use curves from cable manufacturers or from listed standards indicating conductor size and short-circuit current.
- H. The calculations shall include the ac fault-current decay from induction motors, synchronous motors, and asynchronous generators and shall apply to low- and medium-voltage, three-phase ac systems. The calculations shall also account for the fault-current dc decrement, to address the asymmetrical requirements of the interrupting equipment.
 - 1. For grounded systems, provide a bolted line-to-ground fault-current study for areas as defined for the three-phase bolted fault short-circuit study.
- I. Calculate short-circuit momentary and interrupting duties for a three-phase bolted fault and single line-to-ground fault at each of the following:
 - 1. Electric utility's supply termination point.
 - 2. Incoming switchgear.
 - 3. Low-voltage switchgear.
 - 4. Branch circuit panelboards.
 - 5. ABB Power cabinets
 - 6. ABB depot box chargers
 - 7. Disconnect switches.

J. Protective Device Evaluation:

1. Evaluate equipment and protective devices and compare to short-circuit ratings.
2. Adequacy of switchgear, motor-control centers, and panelboard bus bars to withstand short-circuit stresses.
3. Any application of series-rated devices shall be recertified, complying with requirements in NFPA 70.

3.4 ARC-FLASH HAZARD ANALYSIS

A. Comply with NFPA 70E and its Annex D for hazard analysis study.

B. Preparatory Studies:

1. Short-Circuit Study Output: As specified in "Short-Circuit Study Output" Paragraph in "Short-Circuit Study Report Contents" above.
2. Protective Device Coordination Study Report Contents: As specified in "Protective Device Coordination Study Report Contents" above.

C. Calculate maximum and minimum contributions of fault-current size.

1. The minimum calculation shall assume that the utility contribution is at a minimum and shall assume no motor load.
2. The maximum calculation shall assume a maximum contribution from the utility and shall assume motors to be operating under full-load conditions.

D. Calculate the arc-flash protection boundary and incident energy at locations in the electrical distribution system where personnel could perform work on energized parts.

E. Include medium- and low-voltage equipment locations, except equipment rated 240-V ac or less fed from transformers less than 75 kVA.

F. Safe working distances shall be specified for calculated fault locations based on the calculated arc-flash boundary, considering incident energy of 1.2 cal/sq.cm.

G. Incident energy calculations shall consider the accumulation of energy over time when performing arc-flash calculations on buses with multiple sources. Iterative calculations shall take into account the changing current contributions, as the sources are interrupted or decremented with time. Fault contribution from motors and generators shall be decremented as follows:

1. Fault contribution from induction motors should not be considered beyond three to five cycles.
2. Fault contribution from synchronous motors and generators should be decayed to match the actual decrement of each as closely as possible (e.g., contributions from permanent magnet generators will typically decay from 10 per unit to three per unit after 10 cycles).

H. Arc-flash computation shall include both line and load side of a circuit breaker as follows:

1. When the circuit breaker is in a separate enclosure.
 2. When the line terminals of the circuit breaker are separate from the work location.
- I. Base arc-flash calculations on actual overcurrent protective device clearing time. Cap maximum clearing time at two seconds based on IEEE 1584, Section B.1.2.

3.5 LABELING

- A. Apply one arc-flash label for 600-V ac, 480-V ac, and applicable 208-V ac panelboards and disconnects and for each of the following locations:
1. ABB Power cabinets
 2. ABB depot box chargers

3.6 APPLICATION OF WARNING LABELS

- A. Install the arc-fault warning labels under the direct supervision and control of the Arc-Flash Study Specialist.

3.7 FIELD ADJUSTING

- A. Adjust relay and protective device settings according to the recommended settings provided by the coordination study. Field adjustments shall be completed by the engineering service division of the equipment manufacturer under the Startup and Acceptance Testing contract portion.
- B. Make minor modifications to equipment as required to accomplish compliance with short-circuit and protective device coordination studies.
- C. Testing and adjusting shall be by a full-time employee of the Field Adjusting Agency, who holds NETA ETT Level III certification or NICET Electrical Power Testing Level III certification.
1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters. Perform NETA tests and inspections for all adjustable overcurrent protective devices.

END OF SECTION 260573

SECTION 262746 -ELECTRIC VEHICLE SERVICE EQUIPMENT DC HIGH POWERED CHARGER

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes EVSE that provides DC Level 1 and Level 2 EV charging.

1.3 DEFINITIONS

- A. EV: Electric vehicle.
- B. EV Cable: The off-board cable containing the conductor(s) to connect the EV power controller to the EV that provides both power and communications during energy transfer.
- C. EV Charger or EV Charging Equipment: See "EVSE."
- D. EV Connector: A conductive device that, when electrically coupled to an EV inlet, establishes an electrical connection to the EV for the purpose of power transfer and information exchange. This device is part of the EV coupler.
- E. EV Coupler: A mating EV inlet and connector set.
- F. EV Inlet: The device in the vehicle into which the EV connector is inserted, and a conductive connection is made for the transfer of power and communication. This device is part of the EV coupler.
- G. EVSE: Electric-Vehicle Supply Equipment. It includes the EV charging equipment and conductors, including the ungrounded, grounded, and equipment grounding conductors and EV cables, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for transferring energy between the premises wiring and the EV.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. ABB – HVC 150C- Owner Furnished and Contractor installed.

2.2 DISCONNECT

- A. Lockable open, in NEMA 3R enclosure.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for EVSE electrical conduit to verify actual locations of conduit connections before equipment installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Comply with NECA 1 and NECA 413.
- B. Power Cabinet Concrete Vault Mounting: Refer to structural drawings for requirements.
- C. Pedestal Mounting Charging Stations:
 - 1. Allow a minimum of **24 inches (600 mm)** of clearance around EV charging equipment.
 - 2. Mount EVSE plumb and rigid without distortion of enclosure.
 - 3. Secure EVSE according to manufacturer's written instructions.
- D. Wiring Method: Install cables in raceways and cable trays. Conceal raceway and cables, except in unfinished spaces.
 - 1. Comply with requirements for raceways and boxes specified in Section 260533 "Raceways and Boxes for Electrical Systems."
- E. Wiring within Enclosures: Bundle, lace, and train conductors to terminal points with no excess and without exceeding manufacturer's limitations on bending radii. Install lacing bars and distribution spools.
- F. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking from enclosures and components.
- G. Secure covers to enclosure.

3.3 CONNECTIONS

- A. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

- B. Comply with grounding requirements in Section 260526 "Grounding and Bonding for Electrical Systems."
- C. Comply with requirements for installation of conduit in Section 260533 "Raceways and Boxes for Electrical Systems." Drawings indicate general arrangement of conduit, fittings, and specialties.
- D. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- E. Verify that all electrical connections have been made according to the manufacturer's instructions. Remove all burrs, shavings, and detritus from inside the enclosure.
- F. For liquid-cooled chargers, confirm that all cooling lines are properly connected.
- G. After confirming all connections, install covers and tighten fasteners to according to manufacturer's instructions.

3.4 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

3.5 FIELD QUALITY CONTROL

- A. Perform tests and inspections with the assistance of a factory-authorized service representative.
- B. Prepare test and inspection reports.

3.6 STARTUP SERVICE

- A. Owner shall engage a factory-authorized service representative to perform startup service.
 - 1. Complete installation and startup checks according to manufacturer's written instructions.
 - 2. Comply with ABB installation guide.
 - 3. Assist owner representative with commissioning ABB gear

END OF SECTION 262746

EXHIBIT “C”
FEDERAL CLAUSES

FEDERAL CLAUSES FOR PROCUREMENT FUNDED WITH FTA DOLLARS

COMPLIANCE CERTIFICATION WITH FEDERAL REQUIREMENTS

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

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

Contractor: _____

Name: _____ Title: _____

Signature: _____ Date: _____

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

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

Flow Down

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

Model Clause/Language

There is no required language for the No Obligations clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

No Federal Government Obligation to Third Parties.

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

Applicability to Contracts

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

Flow Down

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

Model Clause/Language

There is no required language for the Program Fraud clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Program Fraud and False or Fraudulent Statements or Related Acts

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

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

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

ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g)

2 C.F.R. § 200.333

49 C.F.R. part 633

Applicability to Contracts

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

Flow Down

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

Model Clause/Language

There is no required language for record keeping and access requirements. Recipients can draw on the following language for inclusion in their federally funded procurements.

Access to Records and Reports

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

FEDERAL CHANGES

2 CFR Part 1201

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

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

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

Model Clause/Language: No specific language is mandated. The following language has been developed by FTA.

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

TERMINATION
>\$10,000

2 C.F.R. § 200.339

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

Applicability to Contracts

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

Flow Down

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

Model Clause/Language

There is no required language for the Terminations clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Termination for Convenience (General Provision)

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

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

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

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

Opportunity to Cure (General Provision)

The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

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

Termination for Default (Supplies and Service)

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

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

Termination for Default (Transportation Services)

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

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

If, after termination for failure to fulfill contract obligations, it is determined that the

Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

Termination for Default (Construction)

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

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

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

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

Termination for Convenience or Default (Architect and Engineering)

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

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

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

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

Termination for Convenience or Default (Cost-Type Contracts)

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

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

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

CIVIL RIGHTS LAWS AND REGULATIONS

Applicability to Contracts

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

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

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

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

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

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

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

Flow Down

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

Model Clause/Language

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

Civil Rights and Equal Opportunity

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

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

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases:

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

Flow Down Requirement

The incorporation of FTA terms has unlimited flow down.

Model Clause/Language

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 C.F.R. part 26

Background and Applicability

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

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

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

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

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

Flow Down

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

Clause Language

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

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

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

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

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

Overview

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

8. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
9. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
10. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
11. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
12. Help remove barriers to the participation of DBEs in DOT assisted contracts;
13. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
14. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

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

Contract Assurance

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

DBE Participation

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

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

DBE Participation Goal

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

Proposed Submission

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

5. A completed DBE Utilization Form (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
6. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the AGENCY.
7. An original DBE Letter of Intent (see below) from each DBE listed in the DBE Participation Schedule.
8. An original DBE Affidavit (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

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

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

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

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

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

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

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

make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

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

Continued Compliance

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

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

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

The successful Bidder/Offeror shall permit:

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

- All data/record(s) pertaining to DBE shall be maintained as stated in Section [insert reference to record keeping requirements for the Project.]

Sanctions for Violations

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

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

DBE UTILIZATION FORM

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

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

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

DBE PARTICIPATION SCHEDULE

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

DBE IDENTIFICATION AND INFORMATION FORM

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

DBE Goals

Race Conscious Goal

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

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

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

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

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

Race Neutral Goal

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

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

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

Goal for Contract Performance

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

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

Goal for Final Compliance

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

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

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

Determination of DBE Contractor’s Eligibility by UUCP

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

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

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

<https://www.udot.utah.gov/connect/business/civil-rights/>

In meeting the requirements of this bid condition, bidders are in no way limited to the DBE Directory referred to above in seeking out and negotiating with the DBE Contractors and determining which items of work will be subcontracted to DBE Contractors. Bidders will exercise their own judgments in selecting any subcontractor to perform any portion of the work.

DBE credit will not be allowed toward race-conscious goals for a firm or joint venture that has not been DBE certified by the UUCP.

Bidding Requirements

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

DBE Bid Assurance

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

DBE Race Conscious Commitment

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

DBE Race Neutral Participation

1. Race Neutral DBE participation includes anytime a DBE;
 - a. wins a Prime Contract through customary bidding procedures,
 - b. is awarded a subcontract on a prime contract that does not carry a DBE goal (0% goal),
 - c. wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low bid system to award subcontracts).

DBE Written Confirmation

1. Low Bidder will submit to the Civil Rights Office within three (3) work days after the bid opening written confirmation from each DBE participating in the contract as provided in the Prime Contractor's DBE Commitment. The written confirmation will include the following information:

- a. A description of the work to be performed (list specific bid items). Listed bid items will be considered committed in their entirety unless Contractors designate otherwise in their DBE commitment.
 - i. If mobilization is a bid item that is partially committed, confirm the dollar amount of the mobilization to be performed.
 - ii. If a partial quantity is committed, confirm the quantity to be performed.
 - iii. If a partial performance of an item is committed, confirm what part of the item will be performed.
 - iv. Unit bid prices for each bid item committed to a DBE.
 - v. Total dollar amounts (mathematical extensions) for each bid item committed to a DBE
- b. The dollar amount of participation by each named DBE firm.

Counting DBE Participation Toward Goals for Performance

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

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

1. The subrecipient will recognize and grant DBE credit for work performed by DBE contractors ONLY in the types of work for which DBE certification has been granted by the UUCP prior to bid opening. It is necessary all Bidders refer to the UUCP DBE Directory for direction and guidance.
2. Contractors may count only the value of the work actually performed by the DBE toward the DBE goals.
 - a. Work performed by the DBE's own forces using "regular employees" and "regular equipment."
 - b. The cost of supplies and materials obtained and purchased by the DBE and equipment leased for the work of the contract.
 - c. Work that a DBE subcontracts to a lower tier DBE firm.
3. Contractors may not count toward the DBE goals:
 - a. Supplies and material purchased and equipment leased by the DBE from the prime Contractor or its affiliates or another subcontractor on the project.
 - b. Work that a DBE subcontracts to a lower tier non-DBE firm.
4. Contractors may count toward their goals only expenditures to a DBE that performs a commercially useful function in the work of the contract.
 - a. A DBE performs a "commercially useful function" when it is responsible for the execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function,

the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

- b. The subrecipient will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
 - c. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the subrecipient must examine similar transactions, particularly those in which DBEs do not participate.
 - d. A DBE does not perform a commercially useful function if it does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
5. The subrecipient will use the following factors in determining whether a DBE trucking company is performing a commercially useful function:
- a. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - b. The DBE must be responsible for the management and supervision of the entire trucking arrangement for the purpose of meeting DBE goals.
 - c. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - d. The DBE may lease trucks from another DBE firm, including an owner operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - e. The DBE may also lease trucks from a non-DBE firm, including from an owner operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of the transportation services provided by non-DBE lessees as long as the DBE provides the employees for the leased trucks.
 - f. A lease must indicate the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
6. Contractors may count expenditures with DBEs for materials or supplies as provided in the following:
- a. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies counts toward DBE goals.
 - b. For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
 - c. If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies counts toward DBE goals.
 - d. For purposes of this paragraph, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the

contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

- i. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
- ii. A firm may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating or maintaining a place of business if the firm both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment will be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
- iii. Packagers, brokers, manufacturers' representatives, or other persons or firms who arrange, or expedite transactions are not regular dealers.
- iv. A DBE trucking company that picks up a product from a manufacturer or regular dealer and delivers the product to the Contractor performs a delivery service. Credit will not be given based on a percentage of the cost of the product; credit will be allowed only for the cost of the transportation service.

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

Americans with Disabilities Act of 1990

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

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

Title VI Attachments A and E

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

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

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

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

1. **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, age, disability, income status, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, disability, income status, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the (Name of Appropriate Administration) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the (Name of Appropriate Administration) as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract

sanctions as it or the (Name of Appropriate Administration) may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as the (Recipient) or the (Name of Appropriate Administration) may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (Recipient) to enter into such litigation to protect the interests of the (Recipient), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

Pertinent Non-Discrimination Authorities:

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

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

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

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

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

Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

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

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

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

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

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

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

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

>\$25,000

2 C.F.R. part 180

2 C.F.R. part 1200

2 C.F.R. § 200.213

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

Executive Order 12549

Executive Order 12689

Background and Applicability

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

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

Flow Down

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

Model Clause/Language

There is no required language for the Debarment and Suspension clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Non procurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Non procurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;

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

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

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

BUY AMERICA REQUIREMENTS

>\$150,000

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

49 U.S.C. 5323(j)

49 C.F.R. part 661

Applicability to Contracts

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

Flow Down

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

Model Clause/Language

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

Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate Requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

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

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

Certificate of Compliance with Buy America Requirements

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

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Requirements

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

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

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

Certificate of Compliance with Buy America Rolling Stock Requirements

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

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Rolling Stock Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C.

5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 C.F.R. § 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

VIOLATION AND BREACH OF CONTRACT

>\$250,000

2 C.F.R. § 200.326

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

Applicability to Contracts

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

Flow Down

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

Model Clauses/Language

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

Rights and Remedies of the AGENCY

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

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

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

Rights and Remedies of Contractor

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

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further

assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

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

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

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

Performance during Dispute

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

Claims for Damages

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

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the AGENCY is located.

Rights and Remedies

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

LOBBYING RESTRICTIONS

>\$100,000

31 U.S.C. § 1352

2 C.F.R. § 200.450

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

49 C.F.R. part 20

Applicability to Contracts

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

Flow Down

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

Model Clause/Language

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

Lobbying Restrictions

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

4. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
5. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
6. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this

transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

>\$150,000

42 U.S.C. §§ 7401 – 7671q

33 U.S.C. §§ 1251-1387

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

Applicability to Contracts

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

Flow Down

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

Model Clause/Language

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

The Contractor agrees:

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

CARGO PREFERENCE REQUIREMENTS

Involving property that may be transported by ocean vessel.

46 U.S.C. § 55305

46 C.F.R. part 381

Applicability to Contracts

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

Flow Down

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

Model Clause/Language

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

Cargo Preference - Use of United States-Flag Vessels

The contractor agrees:

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

FLY AMERICA
Foreign transportation or travel by air
49 U.S.C. § 40118
41 C.F.R. part 301-10
48 C.F.R. part 47.4

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the U.S. DOT has determined meets the requirements of the Fly America Act.

Flow Down Requirements

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

Model Clause/Language

The relevant statutes and regulations do not require any specific clause or language that recipients use in their third party contracts. A sample clause is provided for Federal contracts at 48 C.F.R. 52.247-63. Recipients can draw on the following language for inclusion in their federally funded procurements.

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

Fly America Requirements

- 6) Definitions. As used in this clause--
 - “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
 - “United States” means the 50 States, the District of Columbia, and outlying areas.
 - “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- 7) b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the

United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

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

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

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

(End of statement)

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

(End of Clause)

EMPLOYEE PROTECTIONS

>\$2,000

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

Applicability to Contracts

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

1. Prevailing Wage Requirements

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

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

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

3. Contract Work Hours and Safety Standards

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

Flow Down

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

Model Clause/Language

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

Prevailing Wage and Anti-Kickback

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

Contract Work Hours and Safety Standards

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

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

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

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this

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

Contract Work Hours and Safety Standards for Awards Not Involving Construction

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

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

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

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

BONDING REQUIREMENTS

>\$250,000

(including ferry vessels)

2 C.F.R. § 200.325

31 C.F.R. part 223

Applicability to Contracts

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

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

Flow Down

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

Model Clauses/Language

There is no required language for bonding requirements. Recipients can draw on the following language for inclusion in their federally funded procurements.

Bond Requirements

Bid Guarantee

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

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

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [90] days after the bid opening without the written consent of the RECIPIENT, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to

furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent RECIPIENT'S damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

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

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

Performance Guarantee

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

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

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

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of

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

Payment Bonds

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

Sample Bond Certifications

Performance Guarantee Certification

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

Designate below which form of Performance Guarantee shall be provided:

_____ Performance Bond

_____ Irrevocable Stand-By-Letter of Credit

BIDDER'S NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that

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

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

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

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

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

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

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

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

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

Signed and sealed this _____ day of _____ 20__ .

WITNESS

PRINCIPAL

_____(SEAL)

_____(Title)

WITNESS

SURETY

Bank Draft

FOR VALUE RECEIVED

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

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

Credit No. _____ Dated: 20_____.

To _____
(Name of Issuing Bank)

NAME OF BENEFICIARY

By _____

Its _____

SEISMIC SAFETY
New Buildings & additions.
42 U.S.C. 7701 et seq.
49 C.F.R. part 41
Executive Order (E.O.) 12699

Applicability to Contracts

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

Flow Down

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

Model Clauses/Language

The regulations do not provide suggested language for third party contract clauses. Recipients can draw on the following language for inclusion in their federally funded procurements.

Seismic Safety

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

ENERGY CONSERVATION

42 U.S.C. 6321 et seq.

49 C.F.R. part 622, subpart C

Applicability to Contracts

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

Flow Down

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

Model Clause/Language

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

Energy Conservation

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

PROMPT PAYMENT

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

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

RECYCLED PRODUCTS

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

42 U.S.C. § 6962

40 C.F.R. part 247

2 C.F.R. part § 200.322

Applicability to Contracts

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

Flow Down

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

Model Clause/Language

There is no required language for preference for recycled products. Recipients can draw on the following language for inclusion in their federally funded procurements.

Recovered Materials

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

ADA ACCESS
49 USC 531 (d)

Applicability to Contracts

The ADA Access Requirements apply to all contracts.

Applicability to Micro-Purchases

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

Flow Down Requirement

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

Model Clause/Language

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

Access Requirements for Persons with Disabilities

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

VETERANS EMPLOYMENT

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

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

Veterans Employment.

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

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Limited to states

FTA Master Agreement

Federal grant monies ((insert total UDOT federal grant amount)) fund this contract, in whole or in part (Section 53XX – CFDA 20.5XX). As such, agencies receiving such funds and contractors awarded contracts that use such funds must comply with certain Federal certifications and clause requirements. This includes, for purchases of rolling stock over \$150,000, compliance with Buy America Act requirements, including pre-award and post-delivery audit requirements and certifications, as well as requirements and certifications applicable under the Federal Motor Vehicle Safety Standard (FMVSS). It is the contractor’s responsibility to be aware of the pertinent certifications and contract clauses, as identified by the Issuing Agency for the instant procurement and ensure compliance with such requirements prior to award and throughout the term of any resultant contract. The full text of these clauses is available at the National Rural Transit Assistance Program (RTAP) website under “Procurement Pro.” The website address is: <http://www.nationalrtap.org/>

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

Applicability to Contracts

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

Applicability to Micro-Purchases

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

Flow Down Requirement

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

Model Clause/Language

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

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

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

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

SAFE OPERATION OF MOTOR VEHICLES

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

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

(b) **Distracted Driving, Including Text Messaging While Driving.** The Recipient agrees to comply with:

- (1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225);
- (2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009; and
- (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:
 - (i) **Safety.** The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;
 - (ii) **Recipient Size.** The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and
 - (iii) **Extension of Provision.** The Recipient agrees to include the preceding Special Provision of section 34(b)(3)(i) – (ii) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party sub agreement at each tier supported with federal assistance.

DISPUTES, BREACHES, DEFAULTS, AND LITIGATION

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

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

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

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

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

(c) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA’s prior written concurrence.

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

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

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

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See [Public Law 115-232](#), section 889 for additional information.
- (d) See also [§ 200.471](#).

EXHIBIT “D”
UDOT CIVIL RIGHTS MEMORANDUM

UDOT CIVIL RIGHTS MEMORANDUM

Memorandum

DATE: April 12, 2023

TO: Park City

FROM: Tori Berry
Civil Rights Manager

SUBJECT: Park City Transit Operations Facility BEB Chargers

DBE GOAL: N/A

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

Your attention to the DBE goal is appreciated. This memo is valid for 6 months or if changes are made to scope of work, it will need to be resubmitted to Civil Rights for revision.



END OF DOCUMENT



PROJECT NAME: Park City Transit Operations Facility BEB Chargers

**ADDENDUM NUMBER ONE
May 4, 2023**

ITEM #1: Submission of Bid Security

Pages 2, 6, and 9 of the bid documents reference the following:

Bid security must be delivered in a sealed envelope in person to Park City Transit, Attn: Dave Gustafson, Public Works West Building, 1053 Iron Horse Drive, Park City, Utah 84060 prior to 4:00 p.m. on Friday, May 12, 2023. A photocopy or facsimile transmission of bid security will not be accepted."

As of May 4th, 2023, the statement shall be corrected as follows:

Bid security must be delivered prior to 4:00 p.m. on Friday, May 12, 2023. Bidder may choose to deliver bid security in a sealed envelope in person to Park City Transit, Attn: Dave Gustafson, Public Works West Building, 1053 Iron Horse Drive, Park City, Utah 84060 or include a digital transmission with final bid submission on the Utah Public Procurement Place (U3P) under event number: PCMC202322471.

All potential bidders must sign and date below, acknowledging receipt of this addendum. A copy must be included with final bid submission on the Utah Public Procurement Place (U3P).

Authorized Signature

Date

Print Name _____

Title _____

Company _____