



**CHATHAM AREA TRANSIT AUTHORITY**

**INVITATION FOR BIDS**

**FOR**

**PROJECT NO. 2012-02**

**REHABILITATION AND CONSTRUCTION OF THE CHATHAM  
AREA TRANSIT AUTHORITY OPERATIONS AND  
MAINTENANCE FACILITY**

**October 11, 2012**

**PUBLIC NOTICE  
CHATHAM AREA TRANSIT AUTHORITY**

INVITATION FOR BIDS NO. 2012-02

**REHABILITATION AND CONSTRUCTION OF CHATHAM AREA TRANSIT AUTHORITY  
OPERATIONS AND MAINTENANCE FACILITY**

Notice is hereby given that the CHATHAM AREA TRANSIT AUTHORITY (CAT) is seeking bids for the following project:

- Description:** Rehabilitation and Construction of the Chatham Area Transit Authority Operations and Maintenance Facility
- Bids:** Bid Packages and Plan sheets are available and must be obtained from Clayton Digital Reprographics (CDR) located at 1000-I Eisenhower Drive, Savannah, Georgia, 31406. CDR phone: 912-352-3880, fax 912-352-3881, e-mail: [cdrsouth@cdrepro.com](mailto:cdrsouth@cdrepro.com)
- Questions:** All questions must be submitted in writing to: Robert Marshall, Senior Procurement Specialist, Chatham County Procurement Office, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31416. Email: [rmarshal@chathamcounty.org](mailto:rmarshal@chathamcounty.org). Phone: 912-790-1622 Fax: 912-790-1627
- Bid Opening Date:** 2:00 p.m., November 8, 2011, Chatham County Procurement Office, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31416
- Pre-Bid Conference:** October 24, 2011, 9:00 a.m., Commission Meeting Room, 2<sup>nd</sup> Floor, Old Chatham County Courthouse, 124 Bull Street, Savannah, Georgia.

**Disadvantaged Business Enterprise (DBE) Requirements:**

CAT, in accordance with 49 Code of Federal Regulations (CFR) Part 26, has an obligation to ensure nondiscrimination of DBE's in all aspects of competition, award and administration of federally funded contracts. Accordingly, **a DBE goal of 20%** has been assigned to this project.

Notice to all offerors is hereby provided, that in accordance with State and Federal laws, the CAT will ensure that disadvantaged business enterprises are afforded full opportunity to submit offers and responses to this solicitation, and to participate in any contract consummated pursuant to this advertisement. Compliance with Federal and State laws on Equal Opportunity will also be asserted in consideration for the award of this contract. No offeror will be discriminated against because of age, sex, race, color, religion, national origin, or handicapping conditions.

The CAT reserves the right to accept or reject any and all bids submitted.

Chadwick Reese  
Executive Director, Chatham Area Transit Authority

**INVITATION FOR BIDS  
FROM  
CHATHAM AREA TRANSIT AUTHORITY**

**REHABILITATION AND CONSTRUCTION OF THE CHATHAM AREA TRANSIT  
AUTHORITY OPERATIONS AND MAINTENANCE FACILITY**

**DATE:** October 11, 2011

**IFB NO.** 2012-02

**BID OPENING:** 2:00 p.m., November 8, 2011, Chatham County Procurement Office

The CHATHAM AREA TRANSIT AUTHORITY invites bids for supplies and/or services set forth above in accordance with the specifications enclosed herewith.

Bids MUST be received at Chatham County Procurement Office by the date and time set for bid opening.

**Enclosures**

Public Notice to Bidders

Instruction to Bidders

Terms and Conditions

Attachments

## Table of Contents

<b>I. Instructions to Bidders</b>	<b>7</b>
1.1 Scope	7
1.2 Bid Requirements	7
1.3 Program Management and Quality Assurance	7
1.4 Pricing	7
1.5 Brand Names	8
1.6 Qualifications for Award	8
1.7 Bidder Review Procedures	8
1.8 Bid Preparation	9
1.9 Bid Postponement and Amendment	9
1.10 Cancellation of the Invitation For Bids	9
1.11 Public Bid Opening	9
1.12 Bid Rejection	9
1.13 Single Bid Response	12
1.14 Bid Withdrawal	12
1.15 Award Procedure	12
1.16 Licenses	12
1.17 Labor Classification	12
1.18 Bid Bond	12
1.19 Performance Bond	12
1.20 Payment Bond	13
<b>II. TERMS AND CONDITIONS</b>	<b>14</b>
2.1 Communications	14
2.2 Interest of Members of, or Delegate to, Congress	14
2.3 Ethics	14
2.4 Conflict of Interest	14
2.5 Privacy Acts Requirements	15
2.6 Exclusionary or Discriminatory Specifications	15
2.7 Geographic Restrictions	15
2.8 Project Signs	15
2.9 Contractor Assurance	16
2.10 Confidentiality	16
2.11 Government Wide Debarment and Suspension (Non-Procurement)	16
2.12 Subcontracts	18
2.13 Contract Termination: Debarment	18
2.14 Compliance with David-Bacon related Act Requirements	18
2.15 Disputes Concerning Labor Standards	18
2.15.1 Work Hours and Safety Standards Act	19

**Table of Contents - continued**

2.15.2	Sec.107 (OSHA) Contract Work Hours & Safety Standards Act	20
2.15.3	Copeland Anti-Kickback Act	21
2.16	State and Local Law Disclaimer	21
2.17	Federal Clauses Applicable to Third Party Contracts for Construction Utilizing Federal Funds	21
<b>Attachments</b>		<b>51</b>

## ATTACHMENTS

Invitation for Bid Form	Attachment I
Non-Collusion Affidavit	Attachment II
Certification of Primary Participant Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion - Upper and Lower Tier Covered Transactions	Attachment III
Certification Regarding Debarment Suspension, Ineligibility And Voluntary Exclusion - Lower Tier Covered Transaction	Attachment IV
Restrictions on Lobbying Certification	Attachment V
Buy America Certification of Compliance	Attachment VI
Wage Decision	Attachment VII
Participant Information Form	Attachment VIII
Disadvantaged Business Enterprise (DBE) Documents	Attachment IX
Changes to Federal Requirements	Attachment X

## **I. INSTRUCTIONS TO BIDDERS**

### **1.1 SCOPE**

The contract awarded pursuant to this Invitation for Bids shall be a fixed price contract. The contract price shall include all labor, materials, supplies, services tools, equipment, etc. necessary to fully complete the work.

### **1.2 BID REQUIREMENTS**

Sealed bids in an original and two (2) copies will be received by Robert Marshal, Senior Procurement Specialist, Chatham County Procurement Office 1117 Eisenhower Drive, Savannah, Georgia, no later than the exact time and date specified in this Invitation for Bids. All necessary and appropriate resources, including but not limited to labor, equipment, and materials, supplies, etc. shall be furnished in strict accordance with the project schedule and terms and conditions contained in this Invitation for Bids.

### **1.3 PROGRAM MANAGEMENT AND QUALITY ASSURANCE**

The selected contractor shall be required to work with a Program Management and Quality Assurance firm (PMQA) that will provide oversight and coordination of technology implementation between the Transit Center, the Operations Center and various technologies to be selected by the Chatham Area Transit Authority under a different procurement. The PMQA will be selected by the Chatham Area Transit Authority and the cost paid by the contractor shall be \$100,000.

The PMQA shall exercise control over all phases of coordination, implementation and Quality Control of various technology systems that will exist at the Operations Center, the Transit Center and any related communications with the vehicle fleet.

The PMQA shall have the authority and responsibility for inspection planning, establishment of Quality Control to be followed by the contractor, and acceptance/rejection of materials and articles that are installed by the contractor as the basic infrastructure for the utilization of these technologies.

The PMQA shall have the oversight to coordinate verification of operations to ascertain that the contractor installed basic infrastructure meets the prescribed requirements and specifications.

### **1.4 PRICING**

The bidder shall complete and execute the Invitation for Bids Form (Attachment III). The bidder shall quote prices in the unit of measure specified and shall

include all applicable taxes in the bid price. CAT is exempt from all taxes; however, this exemption is not transferable. Whenever there is a discrepancy between a unit price and any extension, the unit price shall govern. Bidders are hereby notified that discount terms shall not be used in the determination of award of this contract.

## **1.5 BRAND NAMES**

Wherever in the specifications the name of a certain brand, make, manufacturer, or definite specification is utilized, these specifications are used only to denote the quality standard of product, style type, and character of product desired and do not restrict bidders to the specific brand, make, manufacturer or specification named. Equivalent products, which have been designated "approved equals" by CAT or its agents, shall be acceptable.

## **1.6 QUALIFICATIONS FOR AWARD**

Award of this contract shall be made to the lowest responsible bidder, provided the bid is responsive in all respects to the terms and conditions of the contract, and the requirements, conditions, specifications as provided in this Invitation for Bid. To be responsible the Contractor shall be a person, firm, or corporation that:

1. Has in operation, or has the capability to have in operation, or has access to a manufacturing plant adequate to ensure delivery of all services, goods and supplies within the time specified under this contract.
2. Has adequate engineering and service personnel, or has the capability to obtain such personnel, to satisfy any engineering or service problems that may arise during the contract period.
3. Has adequate construction management and construction craft personnel, or has the capability to obtain such personnel, to satisfy any construction or service problems that may arise during the contract period.
4. Has the necessary facilities and financial resources, or has the capability to obtain such facilities and financial resources, to complete the contract in a satisfactory manner within the required time.

CAT shall have the right to conduct a pre-award survey of each bidder and to conduct a cost/price analysis and/or audit to determine if the prices bid are fair and reasonable.

## **1.7 BIDDER REVIEW PROCEDURES**



FOR THE PURPOSES OF THE BELOW PARAGRAPHS, SUBMISSION DEADLINES REGARDING BIDDER REVIEW PROCEDURES SHALL BE WEDNESDAY, NOVEMBER 2, 2011, 2:00 P.M.

a. Request for Modification or Clarification

This section establishes procedures for bidders to seek review of this Invitation for Bids and any addenda. A bidder may discuss this Invitation for Bids and any addenda with CAT. Such discussions do not, however, relieve bidders from the responsibility of submitting written, documented requests.

Bidders may submit to CAT requests for interpretations, clarifications or modifications concerning any term, condition and/or specification included in this Invitation for Bids and/or in any addendum hereto. Any such request, questions, etc. must be received by CAT, in writing. CAT will entertain questions etc. submitted at the pre-bid conference on the attached pre-bid conference form, or requests submitted in writing not less than six (6) calendar days before the date of scheduled bid opening. All requests must be accompanied by all relevant information supporting the request for modification, interpretation, clarification or addendum of this solicitation.

CAT will issue a written determination relative to each request made pursuant to this procedure. The written determination must be mailed or otherwise furnished to all bidders at least three (3) calendar days (72 hours) before the date scheduled as the bid opening date.

b. Protest Procedures

The following is an explanation of CAT protest procedures which must be followed completely before all administrative remedies are exhausted.

Any person who is aggrieved in connection with the solicitation or award of a contract may protest to the CFO. Protests shall be submitted in writing specifically identifying the area of protest and containing any support data, test results, or other pertinent information substantiating the appeal. A protest with respect to a solicitation must be submitted in writing to CAT at least five (5) calendar days prior to bid opening. A protest with regard to contract award shall be submitted, in writing, within seven (7) calendar days after award of the contract.

Prior to any action in court, the CFO shall have the authority to settle or resolve a protest from an aggrieved person concerning the solicitation or award of a contract.

If the protest is not resolved by mutual agreement, the CFO or his designee shall within thirty (30) calendar days of protest issue a decision in writing. The decision shall:

1. State the reasons for the action taken; and
2. Inform the protestor of his/her right to administrative review.

A copy of this decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening. This decision shall be final and conclusive unless:

1. The decision is fraudulent; or
2. The person adversely affected by the decision has submitted a timely administrative appeal to the Executive Director.

In the event of a timely protest under these regulations, CAT shall not proceed further with the solicitation or with the award of the contract unless the CFO makes a written determination that the award of the contract is necessary without delay to protect the substantial interests of CAT.

The Executive Director shall have the authority to review and determine any appeal by an aggrieved person from a determination by the CFO or his designee.

The aggrieved person must file an appeal within seven (7) calendar days of receipt of a decision from the CFO.

On any appeal of the decision of the CFO, the Executive Director shall decide within thirty (30) calendar days whether the solicitation or award was made in accordance with the constitution, statutes, regulations, and the terms and conditions of the solicitation. Any prior determination by the CFO or his designee shall not be final or conclusive.

A copy of the Executive Director decision shall be mailed or otherwise furnished immediately to the protestant or any other party intervening.

The decision of the Executive Director shall be final and conclusive unless:

1. The decision is fraudulent; or
2. The person adversely affected by the decision has timely appealed to FTA after having exhausted the local protest procedures stated above.

The CAT reserves the right to designate any person(s) other than the Executive Director or the CFO to perform the duties provided for in this Paragraph.

Any appeal to FTA under these protest procedures will be made pursuant to FTA Circular 4220.1F, as amended.

## **1.8 BID PREPARATION**

Each offer shall be made on the Invitation for Bids Form which shall be enclosed in a sealed envelope with the name and address of the bidder, the required contractor's licensing number, the advertised date and time of the bid opening, and the title of the bid marked on the outside. All blank spaces on the bid form must be filled in and no changes shall be made in the wording.

## **1.9 BID POSTPONEMENT AND AMENDMENT**

CAT reserves the right to amend the instructions, general conditions, special conditions, plans, scope of work, and specifications of this solicitation up to the time set for bid opening. Copies of such amendments shall be furnished to all prospective bidders.

## **1.10 CANCELLATION OF THE INVITATION FOR BIDS**

CAT reserves the right to cancel this Invitation for Bids in whole or in part upon written determination by the CFO that such cancellation is in the best interest of CAT.

## **1.11 PUBLIC BID OPENING**

Bids shall be publicly opened at the time specified herein. The content of all bids, including documents marked proprietary, shall be made public for the information of bidders and other interested parties. The apparent low Bidder is required to provide all administrative submittals, including DBE Forms by 5:00 p.m., Tuesday, November 8, 2011. All other Bidder's must meet same requirement upon request by CAT. This does not supersede the requirement for a fully executed Invitation for Bids Forms, note Attachment III, or the required bonds and licensing information, at the time of the Bid Opening.

## **1.12 BID REJECTION**

CAT reserves the right to waive any minor informality or irregularities in the bids received which do not prejudice other bidders. CAT also reserves the right to reject any and all bids in whole or in part, and to award by items, parts of items, or by any group of items specified. Conditional bids, or those which take exception to the specifications, shall be considered non-responsive and shall be rejected.

### **1.13 SINGLE BID RESPONSE**

If only one bid is received in response to this Invitation for Bids, a detailed cost proposal may be requested of the single bidder. A cost/price analysis and evaluation and/or audit may be performed in order to determine if the price is fair and reasonable. Award of a contract to the bidder submitting the only bid received in response to this Invitation for Bids may be subject to approval by the FTA.

### **1.14 BID WITHDRAWAL**

Prior to the date and time set for bid opening, bids may be modified or withdrawn by the bidder's authorized representative in person, or by written or telegraphic notice. After the bid opening, bids may not be withdrawn for ninety (90) calendar days.

### **1.15 AWARD PROCEDURE**

Within a reasonable time after the bid opening, CAT will transmit the contract documents to the successful bidder. The contract documents will, at a minimum, consist of this Invitation for Bids, the Contractor's bid, CAT standard contract provisions and provisions required by FTA.

### **1.16 LICENSES**

CAT requires that all bidders provide certification information on the outside of their bid envelope. **A BID WHICH DOES NOT SHOW THIS ON THE OUTSIDE WILL BE RETURNED UNOPENED.**

### **1.17 LABOR CLASSIFICATION**

Note: Attachment VII.

### **1.18 BID BOND**

Each bid shall be accompanied by a bid bond in a form acceptable to CAT, cashier's check, or certified check in the amount of 5% of the bid price, drawn payable to CAT. The bond is subject to the approval of CAT. This bond or check, as the case may be, will be returned to the unsuccessful bidders upon award of the contract and to the successful bidder upon receipt and approval of an executed contract. No returned Bid Bond shall bear any interest whatsoever.

### **1.19 PERFORMANCE BOND**

Upon award of the contract, a performance bond in the amount of one hundred percent (100%) of the contract price, in a form acceptable to CAT, shall be posted by the Contractor. Such bonds shall secure fulfillment of all the Contractor's obligations under such contract.

Failure to post the required performance bond, by the successful bidder at the time of execution of the contract documents, shall render the contract void and shall also result in the forfeiture of the bid bond.

CAT shall release the performance bond upon completion of the delivery of all supplies and services contemplated under this contract, and upon certification by CAT that all the requirements of the contract have been met and that all supplies and services have been approved and accepted.

## **1.20 PAYMENT BOND**

Upon award of the contract, a payment bond in the amount of one hundred percent (100%) of the contract price, in a form acceptable to CAT, shall be posted by the Contractor. Such bonds shall assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bonds shall be written by a corporate surety registered in the County of Chatham in the State of Georgia.

## **II. TERMS AND CONDITIONS**

### **2.1 COMMUNICATIONS**

All official communications in connection with this contract shall be in writing.

### **2.2 INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS**

In accordance with 18 U.S.C. Subsection 431, no member of, or delegates to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising there from.

### **2.3 ETHICS**

It is CAT's policy that all contractors shall be expected to have complied, and in the future to comply, with all ethics laws of the State of Georgia and to be free of conflicts of interest (as described in the following section) if awarded a CAT contract. Each bidder shall be deemed have acknowledged said policy. Any indication that a bidder has violated or given the appearance of violating an ethics law or is not free of actual or potential conflicts of interest will cause rejection of that bid. Any indication that, once awarded a contract, a contractor has violated or has given the appearance of violating an ethics law or is not free of actual or potential conflicts of interest may, in the sole discretion of CAT, constitutes grounds for termination of the contract.

### **2.4 CONFLICT OF INTEREST**

No Board Member, employee, officer or agent, or employee of such agent of CAT shall participate in the selection, the award of, or the administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The Board Member employee, officer or agent, or employee of such agent;
- b. Any member of his immediate family;
- c. His or her partner; or

An organization which employs, or is about to employ any of the above, has a direct or indirect, present or future financial or other interest in the firm selected for award.

CAT Board Members, officer, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential subcontractors or parties of subagreements.

CAT officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties of subagreements.

## **2.5 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 understand 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 financed in whole or in part with Federal assistance provided by FTA.

## **2.6 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS**

Apart from inconsistent requirements imposed by federal statute or regulations, CAT will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

## **2.7 GEOGRAPHIC RESTRICTIONS**

Except as expressly mandated, encouraged or permitted by FTA or Federal statute, CAT will refrain from using state or local geographic preferences.

## **2.8 PROJECT SIGNS**

The Contractor shall erect at the site of construction, and maintain during construction, signs satisfactory to the Department of Transportation identifying the Project and indicating that the Government is participating in the development of the project.

## **2.9 CONTRACTOR 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 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

## **2.10 CONFIDENTIALITY**

Contractor agrees that any and all information, in oral or written form, whether obtained from CAT, its agents or assigns, or other sources, or generated by Contractor pursuant to this contract shall not be used for any purpose other than fulfilling the requirements of this contract. Contractor further agrees to keep in absolute confidence all data relative to the business of CAT and VT, their agents or assigns. No news release, including but not limited to photographs and film, public announcement, denial or confirmation of any part of the subject matter of any phase of any program hereunder shall be made by Contractor without written approval of CAT.

## **2.11 GOVERNMENT WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)**

Certification Regarding Debarment, Suspension, and other Responsibility Matters -Lower Tier Covered Transactions (Third Party Contracts over \$100,000)

The following language and attached certificates must be completed and submitted as a prerequisite for consideration for award. Note Attachment IV. This language and certification must also be included for all sub-contracts issued pursuant to any contract awarded hereunder.

### Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transactions was entered into. If it is later determined that the prospective lower tier participant knowingly



rendered an erroneous certification, in addition to other remedies available to the Federal Government, CAT may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to CAT if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “persons”, “lower tier covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29].

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by CAT.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transaction.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into

a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, CAT may pursue available remedies including suspension and/or Debarment.

## **2.12 SUBCONTRACTS**

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

## **2.13 CONTRACT TERMINATION: DEBARMENT**

A breach of the contract clauses in 29 CFR Section 5.5 may be grounds for termination on contract, and for Debarment as a contractor and a subcontractor as provided in 29 CFR Section 5.12.

## **2.14 COMPLIANCE WITH DAVIS-BACON RELATED ACT REQUIREMENTS**

All rulings and interpretations of the Davis-Bacon and related acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference.

## **2.15 DISPUTES CONCERNING LABOR STANDARDS**

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

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

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

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

## **2.15.1 WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to Section 102 (Overtime)

(1) Overtime Requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1 1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of Ten Dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for Unpaid Wages and Liquidated Damages: CAT 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 federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clause 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 section.

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

#### **2.15.2 Section 107 (OSHA) Contract Work Hours and Safety Standards Act –**

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

(ii) Subcontracts - The Contractor also agrees to include the requirements of this section in each subcontract. The term “subcontract” under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a “subcontractor” under this section if the work in question involves the

performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a “subcontractor” if the supplier fabricates or assembles the goods or materials in questions specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a “subcontractor”. The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

### **2.15.3 Copeland Anti-Kickback Act**

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

## **2.16 STATE AND LOCAL LAW DISCLAIMER**

The use of many of the Clauses herein are not governed by federal law, many of the clauses contained herein contain FTA suggested language in certain instances these clauses may be affected by State Law.

## **2.17 FEDERAL CLAUSE APPLICABLE TO THIRD PARTY CONTRACTS FOR CONSTRUCTION UTILIZING FEDERAL FUNDS.**

### **1. Fly America Requirements**

If there is no possibility of International shipments or travel under this contract, these provisions are not required. Contractor initial here if there is no possibility of International shipments or travel under this contract.

Contractor initial \_\_\_\_\_

49 U.S.C. 40118  
41 CFR Part 301-10

Contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America

requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

The Contractor agrees to comply. Contractor initial \_\_\_\_\_

## **2. Energy Conservation Requirements**

42 U.S.C. 6321 et seq.  
49 CFR Part 18

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. All subcontracts must contain this requirement.

The Contractor agrees to comply. Contractor initial \_\_\_\_\_

## **3. Clean Water Requirements**

If this contract is less than \$100,000 this clause does not apply. Contractor initial here if this contract is less than \$100,000. Contractor initial \_\_\_\_\_

33 U.S.C. 1251

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

2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

The Contractor agrees to comply. Contractor initial \_\_\_\_\_

## **4. Lobbying**

If this contract is less than \$100,000 this clause does not apply. Contractor initial here if this contract is less than \$100,000. Contractor initial \_\_\_\_\_

31 U.S.C. 1352  
49 CFR Part 19

49 CFR Part 20

(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 of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor agrees to comply. Contractor initial \_\_\_\_\_

## 5. Access to Records and Reports

49 U.S.C. 5325  
18 CFR 18.36(i)  
49 CFR 633.17

The following access to records requirements apply to this Contract:

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

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

3. FTA does not require the inclusion of these requirements in subcontracts

The Contractor agrees to comply. Contractor initial \_\_\_\_\_

## **6. Federal Changes**

49 CFR Part 18

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.

The Contractor agrees to comply. Contractor initial \_\_\_\_\_

## **7. Clean Air**

If this contract is less than \$100,000 this clause does not apply. Contractor initial here if this contract is less than \$100,000. Contractor initial \_\_\_\_\_

42 U.S.C. 7401 et seq.  
40 CFR 15.61



49 CFR Part 18

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

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

The Contractor agrees to comply. Contractor initial \_\_\_\_\_

**8. No Obligation by the Federal Government**

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

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

The Contractor agrees to comply. Contractor initial \_\_\_\_\_

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

31 U.S.C. 3801 et seq.  
49 CFR Part 31 18 U.S.C. 1001  
49 U.S.C. 5307

(1) 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.

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

(3) 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.

The Contractor agrees to comply. Contractor initial \_\_\_\_\_

## 10. Termination

If this contract is less than \$10,000 this clause does not apply. Contractor initial here if this contract is less than \$10,000. Contractor initial \_\_\_\_\_

49 U.S.C. Part 18  
FTA Circular 4220.1F

- a. Termination for Convenience Chatham Area Transit Authority may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest.
- b. Termination for Default 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, Chatham Area Transit Authority may terminate this contract for default. Chatham Area Transit Authority 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.

c. Opportunity to Cure Chatham Area Transit Authority in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 10 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

The Contractor agrees to comply. Contractor initial \_\_\_\_\_

## 11. Debarment and Suspension

If this contract is less than \$25,000 this clause does not apply. Contractor initial here if this contract is less than \$25,000. Contractor initial \_\_\_\_\_

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. 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 Chatham Area Transit Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Chatham Area Transit Authority, 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 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The Contractor agrees to comply. Contractor initial \_\_\_\_\_

## 12. Civil Rights Requirements

29 U.S.C. 623, 42 U.S.C. 2000  
42 U.S.C. 6102, 42 U.S.C. 12112  
42 U.S.C. 12132, 49 U.S.C. 5332  
29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following requirements apply to the underlying contract:

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

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

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

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

The Contractor agrees to comply. Contractor initial \_\_\_\_\_

### **13. Breaches and Dispute Resolution**

If this contract is less than \$100,000 this clause does not apply. Contractor initial here if this contract is less than \$100,000. Contractor initial \_\_\_\_\_

49 CFR Part 18  
FTA Circular 4220.1F

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Chatham Area Transit Authority's Executive Director or his appointee. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Chatham Area Transit Authority's Executive Director. 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 Executive Director or his appointee shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by Chatham Area Transit Authority, 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 his employees, agents or others for whose acts he 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 Chatham Area Transit Authority 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 Chatham Area Transit Authority 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 Chatham Area Transit Authority, Architect 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.

The Contractor agrees to comply. Contractor initial \_\_\_\_\_

#### **14. Disadvantaged Business Enterprises**

49 CFR Part 26

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Chatham Area Transit Authority's overall goal for DBE participation is 20% for this project.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. 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 Chatham Area Transit Authority deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. A monthly reporting form will be provided for reporting to Chatham Area Transit Authority the payments to DBE subcontractors.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Chatham Area Transit Authority. In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

e. The contractor must promptly notify Chatham Area Transit Authority, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work

through its own forces or those of an affiliate without prior written consent of Chatham Area Transit Authority.

The Contractor agrees to comply. Contractor initial \_\_\_\_\_

## **15. Incorporation of Federal Transit Administration (FTA) Terms**

FTA Circular 4220.1F

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 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Chatham Area Transit Authority's requests which would cause Chatham Area Transit Authority to be in violation of the FTA terms and conditions.

The Contractor agrees to comply. Contractor initial \_\_\_\_\_

## **16. Cargo Preference Requirements**

This requirement applies to all contracts subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

46 U.S.C. 1241  
46 CFR Part 381

The contractor agrees: a. 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; b. 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 leading 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.) c. 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.

The Contractor agrees to comply. Contractor initial \_\_\_\_\_

### **17. Seismic Safety Requirements**

This requirement applies only to contracts for the construction of new buildings or additions to existing buildings.

42 U.S.C. 7701 et seq. 49  
CFR Part 41

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

The Contractor agrees to comply. Contractor initial \_\_\_\_\_

### **18. Buy America Requirements**

If this contract does not include steel, iron, or manufactured products with a value greater than \$100,000, these provisions are not required. Contractor initial here if this contract does not include steel, iron, or manufactured products with a value greater than \$100,000. Contractor Initial \_\_\_\_\_

49 U.S.C. 5323(j)  
49 C.F.R. Part 661

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

This requirement does not apply to lower tier subcontractors

The Contractor agrees to comply. Contractor initial \_\_\_\_\_



**19. ADA Access**

42 USC 12101 et seq.

Contractor agrees to comply with regulations prohibiting discrimination against qualified individuals with disabilities in all programs, activities and services.

The Contractor agrees to comply. Contractor initial \_\_\_\_\_

**20. Recycled Products**

42 U.S.C. 6962  
40 CFR Part 247  
Executive Order 12873

This requirement applies to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

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

The Contractor agrees to comply. Contractor initial \_\_\_\_\_

**21. Davis-Bacon and Copeland Anti-Kickback Acts**

40 USC 3141  
USC 874  
29 CFR 5.5(a)

The Acts apply to construction contracts and subcontracts that “at least partly are financed by a loan or grant from the Federal Government.”

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without

subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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

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

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

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

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

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

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

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

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

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

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

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be

employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

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

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

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

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

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

(2) Withholding - CAT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and

helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Cat may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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

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

(B) Each payroll submitted shall be accompanied by a "Statement of

Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

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

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

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

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

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

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and

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

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

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

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

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

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

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

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

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the



contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

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

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

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

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The Contractor agrees to comply. Contractor initial \_\_\_\_\_

## **22. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

40 USC 3701  
29 CFR 5.5(b)  
49 CFR 18.36(i)(6)

The Act applies to contracts and subcontracts financed at least in part by loans or grants from the Federal Government. 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than \$100,000." 40 USC 3701(b)(3) (A)(iii).

### Contract Work Hours and Safety Standards

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

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States

for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

The Contractor agrees to comply. Contractor initial \_\_\_\_\_

### **23. BONDING REQUIREMENTS**

These requirements apply to construction or facility improvement contracts or subcontracts exceeding \$100,000.

FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

- a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall 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 his 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. Payment bond amounts required from Contractors are as follows:

- (1) 50% of the contract price if the contract price is not more than \$1 million;
- (2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- (3) \$2.5 million if the contract price is more than \$5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

(a) Bid Security

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

(b) Rights Reserved

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

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

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) 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 security 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 on this form, other than that requested, will render the bid unresponsive.

#### Performance and Payment Bonding Requirements (Construction)

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

##### (a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

##### (b) Payment bonds

1. The penal amount of the payment bonds shall equal:
  - (i) Fifty percent of the contract price if the contract price is not more than \$1 million.
  - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
  - (iii) Two and one half million if the contract price is more than \$5 million.
2. If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

### Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

### Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

### Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the Project Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

The Contractor agrees to comply. Contractor initial \_\_\_\_\_

### **24. Eligible Contractor Certification**

\_\_\_\_\_ (name of the third-party contractor) hereby certifies

that it is / is not (circle one) included on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **25. Prompt Payment and Return of Retainage**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 calendar days from the receipt of each payment the prime contractor receives from CAT. The prime contractor agrees further to return retainage payments to each subcontractor within 15 calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of CAT. This clause applies to both DBE and non-DBE subcontractors. It is the responsibility of the subcontractors to notify The Authority's Project Manager of prime contractor noncompliance with the above prompt payment provisions. Upon receipt of such notification, the Authority will investigate and take appropriate action.

### **2.18 PARTICIPANT INFORMATION FORM**

All participants and their subcontractors are required to submit a completely executed, Participant Information Form. Note VIII.

### **2.19 NON-COLLUSION AFFIDAVIT**

The Non-Collusion Affidavit, Attachment II, is a required submittal with the Bid.

**ATTACHMENT I**

Invitation for Bid Form

**INVITATION FOR BID NO. 2012-02**

To: OWNER \_\_\_\_\_

Re: Chatham Area Transit Authority (CAT) Operations and Maintenance Facility Renovation

**THE BID**

**Base Bid:** Having carefully examined the Bidding Documents describing PROJECT NO. 2012-02, CAT Operations and Maintenance Facility Renovation and Addendum (a) No.(s) \_\_\_\_\_, as well as the site and conditions affecting the Work, bidder hereby proposes to furnish all services, labor, materials, and equipment called for by them for the entire Work, in accordance with the aforesaid documents, for the sum of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**Which is hereinafter called the Bid Amount**

**Errors or Revisions:** Prior to the bid opening date and hour, errors may be stricken or revisions may be made and corrections entered on this proposal form or on the bid envelope with sufficient clarity to be easily understood. All such annotations shall be made by the authorized representative of the bidder and identified as such. These annotations shall be binding on the bidder.

**No Withdrawal:** The bidder and District agree that this bid may not be revoked or withdrawn after the time set for the opening of bids, except as provided in Georgia law, but is an irrevocable offer that shall remain open for acceptance for a period of sixty days following the time set for the opening of bids.

**Execution of the Contract:** If bidder is notified in writing by statutory mail of the acceptance of this bid within thirty five days after time set for the opening of bids, bidder agrees to execute within twenty one days the Contract for the Work for the above stated Bid, as adjusted by the accepted Alternates, and at the same time to furnish and deliver to the District a Performance Bond and a Payment Bond on forms shown in Section 7 of the General Conditions of the Contract, both in an amount of equal to 100 percent of the Contract Sum.

**Commencement and Completion of Work:** Upon the Effective Date of the Contract, bidder agrees to commence all Preconstruction Activities. Within ten days of the date specified in the Proceed Order, bidder agrees to commence physical activities on the Site with adequate forces and equipment and to complete all work with Eighteen Months of the date specified in the Proceed Order.

**Bid Bond:** Enclosed herewith is a Bid Bond (*NO OTHER FORM ACCEPTABLE*) in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)



**ATTACHMENT II**

Non-Collusion Affidavit

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that: (1) He is (Owner) (Partner) (Officer) (Representative) or (Agent), of \_\_\_\_\_, the Contractor that has submitted the attached bid;

(2) Such Bid is genuine and is not a collusive or sham Bid.

(3) The attached bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid, and has not, directly or indirectly colluded, conspired connived or agreed with any bidder or anyone else to put on a sham bid, or refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or any other bidder, or to fix any overhead, profit, or cost element of such bid price or that of any other bidder, or to secure any advantage against CAT or anyone interested in the proposed contract; that all statements contained in such bid are true; that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual; and further that said bidder will not pay or agree to pay directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any individual, for aid or assistance in securing contract above referred to in the event the same is awarded to said bidder.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, A.D.,

\_\_\_\_\_  
NOTARY PUBLIC

**ATTACHMENT III**

Certification of Primary Participant Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Upper and Lower Tier Covered Transactions

CERTIFICATION ON PRIMARY PARTICIPANT  
REGARDING DEBARMENT, SUSPENSION, AND  
OTHER RESPONSIBILITY MATTERS

The Primary Participant (Potential Contractor for a major third party contract), certifies to the best of its knowledge and belief, that it and its principles:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant is unable to certify to any of the statements in this certification, the participants shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT, (POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT, CERTIFIES OR AFFIRMS THAT TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET SEQ ARE APPLICABLE HERETO.

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Signature and Title of Authorized Official

**ATTACHMENT IV**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion – Lower Tier Covered Transactions

CERTIFICATION REGARDING DEBARMENT  
SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION - LOWER TIER COVERED TRANSACTION

1. The prospective lower tier participant certifies, by submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this offer.
  
3. The Lower-Tier participant (Potential Contractor under a major Third Party Contract), certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C., 3801 ET SEQ are applicable thereto

NAME \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_

\_\_\_\_\_  
Signature of Offeror's Authorized Representative

**ATTACHMENT V**

Restrictions on Lobbying Certification

# CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, \_\_\_\_\_ hereby certify on  
(Name and Title of Offeror Official)

behalf of \_\_\_\_\_ that:  
(Name of Offeror)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a 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 sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

Executed this \_\_\_\_\_ day \_\_\_\_\_, \_\_\_\_\_

BY

Witnesses: \_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Title of Authorized Official)

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public In and For \_\_\_\_\_  
County

State of \_\_\_\_\_



**ATTACHMENT VI**

Buy America Certificate of Compliance

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

**Certification requirement for procurement of steel, iron, or manufactured products.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**Certification requirement for procurement of buses, other rolling stock and associated equipment.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C)*. The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**ATTACHMENT VII**

Wage Rates

**RENOVATION AND CONSTRUCTION OF THE CHATHAM AREA TRANSIT AUTHORITY  
DOWNTOWN INTERMODAL FACILITY**

General Decision Number: GA100300 09/30/2011 GA300

Superseded General Decision Number: GA20080300

State: Georgia

Construction Type: Building

Counties: Bryan and Chatham Counties in Georgia.

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

Modification Number	Publication Date
0	03/12/2010
1	06/25/2010
2	07/09/2010
3	08/13/2010
4	08/27/2010
5	09/03/2010
6	10/01/2010
7	10/22/2010
8	12/17/2010
9	01/21/2011
10	07/01/2011
11	07/29/2011
12	08/05/2011
13	09/23/2011
14	09/30/2011

ASBE0096-002 05/15/2011

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	\$ 20.88	11.44

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CARP0256-011 07/01/2011

	Rates	Fringes
MILLWRIGHT	\$ 23.85	9.46

-----  
ELEC0508-001 06/01/2011

	Rates	Fringes
ELECTRICIAN	\$ 22.52	8.02

-----  
ENGI0474-012 07/01/2010

	Rates	Fringes
Operating Engineers:		
Backhoe/Excavator, Bulldozer, Boom (15 tons and under), Compactor, Forklift (under 15 tons), Hoist (one drum), Loader, and Scraper	\$ 21.47	11.60
Boom (over 15 tons), Crane (over 10 tons), Drill, Forklift (15 tons and over), and Hoist (two drum)	\$ 23.30	11.60
Crane (over 120 tons)	\$ 24.30	11.60
Crane (over 250 tons)	\$ 25.30	11.60
Oiler	\$19.13	11.60

-----  
IRON0709-001 09/01/2010

	Rates	Fringes
IRONWORKER, STRUCTURAL	\$ 23.10	8.15

-----  
PAIN1169-003 08/01/2011

	Rates	Fringes
PAINTER: Brush, Roller, Spray	\$ 15.00	7.35

FOOTNOTES: Work in enclosed or confined areas where the temperature exceeds 100 degrees: \$.50 per hour additional. All painting materials applied with rollers from nine inches in width to twelve inches in width: \$.25 per hour additional. Any materials applied with rollers over twelve inches in width: \$.50 per hour additional.

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\* PLUM0188-002 09/12/2011

	Rates	Fringes
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Plumbers and Pipefitters	\$ 24.10	11.05
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SHEE0085-002 08/01/2011

	Rates	Fringes
SHEET METAL WORKER, Includes Installation of Metal Roofs Buildings over 100,000 square feet	\$ 29.70	13.41
Buildings up to 100,000 square feet	\$ 25.49	11.73

FOOTNOTE: Work on swinging stages, boatswains chairs or scaffolds, booms, or scissors lifts over 50 ft. high: \$1.25 per hour additional.

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SUGA2008-212 08/21/2008

	Rates	Fringes
BRICKLAYER.....	\$ 11.65	0.17
CARPENTER, Includes Form Work, and Scaffold Building	\$ 13.42	2.84
CEMENT MASON/CONCRETE FINISHER	\$ 10.99	2.13
IRONWORKER, REINFORCING	\$ 11.05	0.21
LABORER: Common or General	\$ 9.28	1.68
LABORER: Pipelayer	\$ 13.06	3.56
OPERATOR: Grader/Blade	\$ 9.00	0.24
OPERATOR: Mechanic	\$ 17.95	0.00
OPERATOR: Roller	\$ 10.88	0.00
ROOFER (Excluding Metal Roof)	\$ 10.00	0.00
TILE SETTER	\$ 15.00	0.00
TRUCK DRIVER	\$ 11.10	1.10

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

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

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Write to:

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

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

Write to:

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



Washington, DC 20210

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

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

Write to:

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

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

END OF GENERAL DECISION

**ATTACHMENT VIII**

Participant Information Form

## PARTICIPANT INFORMATION FORM

All offerors are required to submit the information contained on this form. This information is a condition of submitting an offer to CAT. Offerors must insure that ALL sub-contractors, sub-contractors or others at all tiers, which are proposed to be used or used under any agreement issued by CAT have submitted an executed copy of this form. CAT is required to maintain this information by the Federal Transit Administration and it is not subject to waiver.

Firm Name \_\_\_\_\_

Firm Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Firm's status as Disadvantaged Business Enterprise (DBE) or Non- DBE \_\_\_\_\_

Age of the firm \_\_\_\_\_

Annual gross receipts of the firm \_\_\_\_\_

Prime or Sub-Contractor \_\_\_\_\_

NAICS code (s) \_\_\_\_\_

I certify to the best of my knowledge that the above information is true and correct:

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

CAT Project No. \_\_\_\_\_

**FAILURE TO PROVIDE AN EXECUTED COPY OF THIS FORM AS STIPULATED HEREIN MAY PRECLUDE YOUR OFFER FROM CONSIDERATION FOR AWARD.**

**ATTACHMENT IX**

Disadvantaged Business Enterprise (DBE) Form

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) FORMS  
CERTIFICATION FORM**

The firm that submits this proposal form \_\_\_\_IS \_\_\_\_IS NOT a Disadvantaged Business Enterprise.

All offerors must certify that they are not on the Comptroller General's list or any DOT List of Ineligible Proposers, List of Persons or Firms Currently Debarred for Violations of Various Contracts Incorporating Labor Standards Provisions, or that the facilities to be utilized in the performance of this project have not been listed on the Environmental Protection Agency's List of Violating Facilities. By signing the Certification Form, this certification is completed.

The signature below attests that the offeror's proposal is made with full understanding and acceptance of the provisions contained in this proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Signature

Print or Type:

\_\_\_\_\_  
Name & Title of Signing Officer

\_\_\_\_\_  
Company

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-Mail Address

**ATTACHMENT X**

Changes to Federal Requirements

**Changes to Federal Requirements**

The Contractor agrees to comply with 49 CFR Part 18, which provides that contractors shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed or by reference in the FTA Master agreement (Form FTA MA (2) dated 2006 as amended incorporated as a part of the Contract for services between CAT and \_\_\_\_\_ (name of contracting Agency), 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.

I \_\_\_\_\_, Contract Manager for CAT's services, attest that at all times \_\_\_\_\_ (name of Contracting Agency) is in compliance with all requirements referenced above.

This certification must be executed annually within 90 days from the date of the Federal Register publication of the U.S. Department of Transportation's Fiscal Year Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements or sooner if so required by Chatham Area Transit Authority. Failure to comply with any of the requirements must be reported to Chatham Area Transit Authority immediately.

\_\_\_\_\_  
Signature of Contractor's Contract Manager                      Date