

BLUE WATER AREA TRANSPORTATION COMMISSION



Request for Proposal

#25-002

Removal and Replacement of Existing Automatic Bus Wash System

1.1 General Overview and Scope

Procuring Agency: Blue Water Area Transportation Commission (BWATC)

2021 Lapeer Avenue

Port Huron, MI 48060

Lisa Collins, Contract Administrator

PH: (810) 966-4207

Email: lcollins@bwbus.com

BWATC currently operates a fleet of over 75 Compressed Natural Gas (CNG) powered transit buses. These buses are fueled, stored, and maintained at BWATC's Admin/Maintenance facility at 2021 Lapeer Ave., Port Huron MI. 48060. BWATC utilizes an automatic bus wash system to clean all of its bus fleet. The current bus wash system was installed in 2012, and although it has been maintained, BWATC requires that the system be updated to include the most modern equipment and operating systems available at this time.

The contract awarded hereunder shall be to ***Remove and Replace BWATC's Existing Automatic Bus Wash System***. The contract will include the complete removal of the old system and the installation of modern bus wash equipment and operating software while ensuring BWATC's facilities remain in compliance with current building and safety codes. This procurement will be on a competitive negotiation basis and in accordance with the terms and conditions set forth below. Any addendum issued for this RFP will be posted on the BWATC website. Questions must be directed to Lisa Collins, Contract Administrator at lcollins@bwbus.com. Answers will be posted on the BWATC website.

1.2 Contract Documents

Any contract resulting from this solicitation shall include the following, which are incorporated herein:

Advertisement for RFP 25-002

Part 1 – Request for Proposals

Part 2 – *Description of Work*

Part 3 – General Terms and Conditions

Part 4 – Information for Proposers

Part 5 – Required Signed Forms and Certifications

Part 6 – FTA Required Clauses

Appendix A – Prohibition of Discrimination in State Contracts

Exhibit 1 – Existing Bus Wash Area

Attachment A – St. Clair County Prevailing Wage Rates

1.3 Definitions

The following are definitions of specific terms used in this document:

- 1) Automatic Bus Wash System – an automated machine designed to clean buses quickly and efficiently, using either high-pressure water jets (touchless) or friction brushes, or a combination of both, to wash the vehicle's exterior. The system is automated, using sensors and programmable logic controllers (PLCs) to manage pre-programmed sequences for pre-soaking, foaming, high-pressure washing, and rinsing, minimizing the need for manual labor. The system dispenses soap and water and cleans and dries transit vehicles and buses.
- 2) Procuring Agency – Blue Water Area Transportation Commission, Blue Water Area Transit
- 3) BWATC – Blue Water Area Transportation Commission
- 4) The Commission - Blue Water Area Transportation Commission
- 5) Description of Work – The work required by the Contractor to successfully fulfill the requirements of the solicitation. The *Description of Work* may also be referenced as “the project” or “the work”.
- 6) Contracting Officer – The person who is executing this contract on behalf of the Procuring Agency and who has complete and final authority except as limited herein.
- 7) Procuring Officer – The person who coordinates and facilitates all communications in regard to this contract on behalf of the Procuring Agency.
- 8) Contractor – The successful proposer who is awarded a contract for providing all materials, equipment and labor described to complete the *Description of Work*.
- 9) Authorized Signee – The person who is executing this contract on behalf of the proposer/contractor and who is authorized to bind the proposer/contractor.
- 10) Supplier – Any manufacturer, company, or agency providing the Contractor with units, components, or subassemblies for inclusion in the project.
- 11) Work – Any labor, supervision, service, materials, machinery, equipment, tools, supplies, and facilities called for by the contract and project and necessary to the completion thereof.
- 12) Defect – Patent or latent malfunction or failure in manufacture, or application of any component or design subsystem that causes a failure of the components of this upgrade.
- 13) Performance – Performance relates to the Contractor’s ability to meet the following criteria:
 - a. Financial resources to ensure completion of the *Description of Work*.
 - b. Availability of trained personnel, equipment, and materials to provide adequate, timely completion of the *Description of Work*.
 - c. Availability of training materials, and personnel to provide training to BWATC personnel for the maintenance and care of the system.
 - d. Ability to demonstrate a commitment to the longevity of the upgrade of the replacement Automatic Bus Wash System for an extended period past the completion of the *Description of Work*.
- 14) Pricing Proposal – Proposer’s properly sealed and identified proposal addressing the proposed cost of the upgrades required and option of parts offered in compliance with the *Description of Work*, including all amendments.
- 15) Competitive Negotiation – The type of FTA approved contracting instrument employed in this procurement. Proposals are solicited from a number of prospective proposers. After initial evaluation, BWATC may negotiate with those proposers falling within a competitive range and those proposers may be requested to submit a best and final offer, which is again evaluated, before contract award.

- 16) Competitive Range – The range in which all proposals have a reasonable opportunity of being selected for award, after initial evaluation. Competitive negotiation refers to both price and technical capability.

1.4 Proposal Requirements

Sealed proposals and required forms and information as specified in the contract documents, **one printed original and one digital copy on USB Drive**, will be received at 2021 Lapeer Ave., Port Huron, MI. 48060, up to and including 2:00 PM E.S.T. of January 15, 2026. Proposals received after 2:00 PM E.S.T on January 15, 2026, shall be deemed non responsive. All labor, equipment, and materials shall be furnished in strict accordance with the delivery schedule and conditions of the contract documents.

1.5 Pricing Schedule

The Contractor shall execute FORM 5.1 – PRICING PROPOSAL. The Contractor shall be liable for payment of all taxes applicable to the project as delivered and should add these amounts to the proposal price.

We are requesting firm fixed prices based on ***Remove and Replace BWATC's Existing Automatic Bus Wash System***. The total firm fixed price to complete the project must at least account for the following:

1. Complete Removal and disposal of all equipment and hardware of the existing bus wash system.
2. Complete Site preparation for the installation of the proposed replacement system. This shall include all electrical, mechanical, and structural needs required of the replacement system. This shall also include all required permitting.
3. Replacement of existing system with modern equipment, hardware and operating system.
4. Cleanup at the end of each day, if not performed throughout each day.
5. Cleanup and disposal of waste materials at the end of the project.
6. Total Price for the project at prevailing wages.
7. Written assurance that BWATC's facilities are in compliance with all Local, State and Federal building and safety codes at the conclusion of the project.
8. Suggested spare parts needed to ensure smooth and continuous bus wash system operations.
9. Operations manual
10. Successful commissioning of the new system.
11. Initial training for BWATC employees as to the operation of the system and a schedule of preventative maintenance that can be performed on the system by BWATC staff.
12. Schedule of planned preventative maintenance actions that must be completed by outside vendors due to the fact the complexity of the maintenance will be beyond BWATC staff qualifications.

NOTE: Proposers must submit a completed FORM 5.1 – PRICING PROPOSAL 1 to be considered responsive.

1.6 Completion Procedure

Completion shall be determined by signed receipt of the Procuring Agency's designated agent, Lisa Collins, Manager of Procurement, BWATC. The *Description of Work* shall not be deemed complete until at a minimum the following have occurred:

1. Removal of old system and cleanup.
2. Installation of new system.
3. Commissioning of new system.
4. Successful system-wide demonstration.
5. Training BWATC employees to use the system is completed.
6. Operations manuals are supplied.
7. Preventative Maintenance schedules are supplied.
8. Signed Attestation of Compliance with identified building and safety codes

BWATC is requesting the completion must occur within Eight (8) weeks after delivery of the executed purchase order.

1.7 Payment Schedule

BWATC will make payment in full within thirty (30) days after acceptance and completion of the project. Contractor's invoice(s) shall be submitted to BWATC, 2021 Lapeer Avenue, Port Huron 48060, and shall include:

Contract Number
Line-Item number invoiced
Unit and total prices by line number
Total invoice amount

1.8 Bonding Requirements and Davis Bacon

The following bonds are required with this project:

1. Bid bond in the value of 5% of the total proposal price supplied with proposal.
2. Performance bond for 100% of the value of the proposal, furnished after award.
3. Payment bond for 100% of the value of the proposal, furnished after award.

This project is being funded by the Federal Transit Administration and the Michigan Department of Transportation and is subject to the terms and conditions of the Davis-Bacon Act. Prevailing wage requirements are enforced, and the winning proposal will be required to present the U.S. Department of Labor, Wage and Hour Division, OMB Form 1235-0008, as amended, to BWATC for verification on a weekly basis. A Copy of the prevailing wages for St. Clair County, MI is attached as **Attachment A**.

1.9 Brand Names and RFP Modification

Blue Water Area Transit does not specify brands names in its *Description of Work*. BWATC has no brand preference for materials and does not have any preferences based on the physical location of proposers' geographic location.

BWATC may modify any part of the RFP at any time prior to contract award, by issuing written addenda.

BWATC RFP 0025-002

1.10 Competitive Negotiation Procurement

- A. Contract award shall be made to that proposer whose proposal, conforming to the solicitation, will be most advantageous to BWATC in terms of all the evaluation criteria listed in Section 1.11. BWATC will be awarding to the proposer that offers BWATC the best value, and as such may award to other than the lowest price proposer.
- B. The competitive negotiation process employed by BWATC for this procurement is outlined below:

Proposers submit their completed proposals, including pricing and required forms and certifications, up to and including 2:00 PM on January 15, 2026. Incomplete proposals will be deemed non-responsive.

1. Proposals are privately opened and reviewed by BWATC'S Evaluation Committee. Proposals are first reviewed to determine compliance (responsiveness) to the request for proposals.
 2. Proposals found to be responsive are then evaluated by the committee based on the evaluation criteria listed in Section 1.11. This step will be completed within fourteen (14) calendar days of the proposal submittal deadline (January 29, 2026).
 3. The committee shall decide to recommend a contract award at that point, to negotiate with compliant proposers to be within competitive range, or to reject all proposals in the best interests of BWTAC. The competitive range includes all proposals which have a reasonable chance of being selected for an award. If it is decided to award a contract during this step, the award will be within fourteen (14) calendar days of the initial evaluation.
 4. If negotiations are employed, all proposals within the competitive range are formally notified in writing. Negotiations shall be conducted as outlined in Section 1.12. Following negotiations, proposers may modify their original proposal and shall submit a "best and final offer" by a specified closing date.
 5. Recommendation to the General Manager will be made available for public information. Proprietary information will be respected within legal constraints. BWATC does not undertake any responsibility for public disclosures of proprietary or confidential material. Any proposer seeking confidentiality shall clearly specify the material and request its return after the contract has been awarded.
- C. BWATC intends to notify a proposer whose proposal falls outside the competitive range.
 - D. Proposals may be modified or withdrawn up to the proposal submission date by all proposers, and up to the close of negotiations by all proposers within the competitive range. This may be accomplished by the proposer's authorized representative in person, or by written or telecommunicated notice. After the close of negotiations proposals may not be withdrawn for ninety (90) calendar days.

1.11 Evaluation Criteria

BWATC'S evaluation committee will employ the following criteria in evaluating proposals. The order in which they are listed indicates the relative weight of importance assigned to each criterion.

1. Equipment and Operating System proposed
2. Capabilities of system proposed
3. Warranty
4. Project completion methodology
5. Past project references
6. Price

BWATC reserves the right to reject any and all proposals in whole or part for sound documentable business reasons. BWATC also reserves the right to award to other than the lowest price proposal, to modify the original scoring on non-price criteria based on the results of an interview, and to waive any minor informalities and irregularities.

1.12 Negotiation

- A. BWATC will negotiate with all proposers within the competitive range if it is deemed by the evaluation committee that this option should be pursued. BWATC reserves the right to award a contract without requesting a final offer. If negotiations are pursued, the extent of the negotiations will vary with the quality of the proposals. The committee or its designed representative (s) may conduct separate negotiations with individual proposers by meetings, telephone conversations, and / or written correspondence.
- B. The committee may request, as part of its evaluations. That an inspection of a previously completed project be arranged for the committee's inspection.
- C. In the course of negotiations, BWATC will attempt to advise each proposer of all weaknesses, deficiencies, or excesses in their proposal, without discussing evaluative and price comparisons among competing proposers.
- D. During negotiations, BWATC will notify all proposers within the competitive range, in writing, of the time at which negotiations will close. This shall also be the time by which Best and Final offers must be received by BWATC. BWATC will treat written revisions to proposals received after the close of negotiations in the same manner as late proposals.
- E. The Best and Final offer, if requested, shall be submitted in duplicate and shall contain only those items within the proposer's proposal that have changed as a result of negotiations and upon which the proposals desire their Best and Final offer to be based. The Best and final offer shall include a completely new Best and Final pricing page.

1.13 Notice to Unsuccessful Proposers

BWATC will inform, upon request, unsuccessful proposers that were within the competitive range of the following information after contract award:

1. The names of all proposers.
2. The names and address of the successful proposer
3. The contracted price.

BWATC'S failure to provide this notice shall not be deemed to affect the validity of the contract.

1.14 Cost Analysis

After selection of the proposers who fall within the competitive range, BWATC may, at any time, request cost data from these proposers for the purpose of conducting a comprehensive cost analysis. Each proposer submitting cost data must do so on the form provided by BWATC, or, if BWATC provides no form, in a mutually agreeable format. Allowability of proposer's costs will be determined in accordance with the Federal Acquisition Regulations.

1.15 Proposal Preparation

Each offer to this solicitation shall be made only on the forms provided, where appropriate. All blank spaces shall be filled in and no changes shall be made in the wording unless specific written permission is received from the Procuring Agency.

The proposers shall submit their proposals in a sealed and identified package. Each proposal package shall be marked with the name and address of the proposer, the name and address of the procuring agency, and the request for proposals number.

The proposal shall be identified as follows:

"Remove and Replace BWATC's Existing Automatic Bus Wash System - RFP 25-002"

The proposal package shall contain the following information and it shall be listed in the package in the same order as given below. **Exclusion of any of the required information may result in the proposal being deemed non-responsive.**

1. Signed Form 5.1 Pricing Proposal
2. Signed Form 5.2 Buy America
3. Signed Form 5.3 Suspension and Disbarment
4. Signed Form 5.4 DBE
5. Signed Form 5.5 EEO
6. Signed Form 5.6 Lobbying
7. Signed Form 5.7 Acknowledgement of Amendments
8. Signed Form 5.8 Certificate of Compliance with FTA Clauses
9. Signed Form 5.9 Methodology of Completion of Work
10. References of past projects of this nature

Following this list of required information, the proposal shall also include any additional information the vendor wishes to include to better describe the advantages of their proposal. Samples and examples may also be included to fully explain each proposer's qualifications.

Proposals received after the proposal submission date and time shall be returned unopened to the submitting proposer.

1.16 Ordering

All BWATC issued purchase orders are subject to the terms and conditions of this contract. In the event of conflict between a purchase order and this contract, the contract shall control.

If mailed, a purchase order is considered "issued" when BWATC deposits the order in the mail. BWATC issued purchase orders must be written and may be delivered by hand, mail, or email.

1.17 Discrimination in Contracting

Any firm proposing on this RFP agrees, as a condition of any contract entered into because of this solicitation, that they agree with and will abide by all the terms as stated in Appendix A, Prohibition of Discrimination in State Contracts.

1.18 Pre-Proposal Meeting

A **mandatory** pre-proposal meeting with interested parties will be held approximately four weeks prior to the proposal due date. The meeting is scheduled for December 17, 2025 at 10:00 AM E.S.T at BWATC 2021 Lapeer Ave. Port Huron MI 48060. Inspection of the areas specified for the bus wash system upgrade will follow the meeting. Written questions may be submitted prior to the pre-proposal meeting that will be answered and shared at the meeting and posted on the BWATC website. Questions submitted after the pre-proposal meeting will be posted, with answers, on the BWATC website where possible.

PART 2 DESCRIPTION OF WORK

2.1 Description of Work definition

The *Description of Work* shall include the removal and disposal of the existing bus wash system that was originally installed in 2012 and the installation of a new automatic bus wash system. The upgrade will include modern bus wash equipment and operating mechanisms that will thoroughly wash and dry transit buses while ensuring BWATC's bus wash facilities are in compliance with all building and safety codes.

In addition to installing a new working automatic bus wash system, the *Work* shall include:

1. The preparation, removal, and disposal of parts and equipment of the existing Bus Wash System.
2. Cleanup at the end of each day, if not performed throughout each day.
3. Cleanup and disposal of all waste materials at the end of the project.
4. Training at least (four) BWATC employees in the basic functions of the operating system and the nature and magnitude of safety features.

2.2 Description of Work and other requirements and information

BWATC is requiring proposers to specify:

1. The means and methodology they will use to complete the *Description of Work* and successfully remove the old bus wash system and upgrade to a new bus wash system. The methodology used to complete the work and all preparations for the installation of equipment and operating software used in the performance of the work shall be prepared and performed by the Contractor.
2. Documentation of the proposed equipment and operating software. This documentation must include a detailed physical description of the equipment and its capabilities. At minimum, the physical description and capabilities of the system that must be documented shall include:
 - a. Detailed drawing of the proposed system including height, width and length measurements
 - b. Main material used for the structure of the system (steel, aluminum, etc..)
 - c. Number and types of brushes proposed
 - d. Number of dyers proposed
 - e. Maximum vehicle throughput per hour
 - f. Maximum vehicle height and width restrictions
 - g. Soap dispensing capabilities and limitations (if any)
 - h. Safety features
 - i. Water saving features
 - j. Warranty for each major component
3. Timeline to complete the project from BWATC's P.O. issuance to final commissioning based upon the proposed methodology to complete the *Description of Work*.

Full documentation of the methodology to complete the work and the proposed equipment and operating software shall be provided to BWATC as part of the proposer's proposal on **Form 5.9 Methodology of Completion of Work**. Proposers may also include any additional documentation they see fit to satisfy this section.

All products used to complete this project must be new and not used or refurbished.

Areas reserved for the completion of this project are delineated in **Exhibit 1** of this solicitation.

Areas to be included in the project are active work areas. Sections may be cordoned off while the Contractor completes the work. Saturday and Sunday work may be required particularly in high traffic areas of the Bus Storage area.

BWATC's facilities located at 2021 Lapeer are open from 6:00 AM thru 11:00 PM, Monday thru Friday, Saturday 7:00AM thru 10:00 PM, closed Sunday and on all major holidays. For the minimum impact on system operations, BWATC prefers the work to be done when there is the least disturbance to the operation of the buildings. However, arrangements can be made for performance of the work during any of these time periods above, including Sunday. A schedule shall be included in the proposal. A final schedule may be negotiated after award.

PART 3 GENERAL TERMS AND CONDITIONS

3.1 Contract Documents

The Contract documents are cumulative and complementary. The requirements for one document shall be as binding as if required by all. Materials or work described in words having a well-known technical or trade meaning shall be held to such recognized meanings. The intent of the documents is to describe and provide for a complete project.

3.2 Jurisdiction

This Contract and all actions hereunder shall be governed by, subject to, and construed according to the laws of the State of Michigan.

3.3 Delivery Schedule

Time being of the essence, the Contractor shall strictly adhere to the delivery and performance schedule contained in their proposal. The Contractor's failure to adhere to the delivery and performance schedule shall be deemed a breach of this Contract for which damage may be assessed in accordance with the terms of this Contract.

3.4 Specifications and Acceptance

Material, equipment, and work provided under this Contract shall be in accordance with Contract's *Description of Work* and Contractor's proposal. Acceptance of tendered material, equipment and work shall be by written notice to the Contractor.

3.5 Specification Consistency

When applicable, the Contractor shall endeavor to fulfill the *Description of Work* by utilizing identical parts and equipment, so as to provide interchangeability and the reduction of spare parts inventory required of BWATC.

3.6 Schedule of Payments

Payment of the total proposal price will be made upon acceptance of the completed project, and in accordance with the Contract documents.

3.7 Exemption from Taxes

The Commission, as a governmental agency, is exempt from State and Municipal taxes, as provided in Paragraph 22, PA 204, Public Acts of 1967. The bidder certifies that all taxes required to be paid by the bidder shall be so paid and that all such taxes are not included in the prices shown herein. Any applicable taxes must be shown as a separate item for the bid price.

3.8 Point of Delivery

The point of delivery shall be as shown in the request for proposals. All prices are to be quoted F.O.B. this location (delivery).

3.9 Subcontractors and Vendors

The Contractor shall provide written certification that all subcontractors and vendors have been paid in full before release of final payment by the Commission.

3.10 Compliance with State and Federal Regulations

The Contractor certifies that all equipment provided meets or exceeds all Federal and State requirements applicable to the equipment. Failure of the Commission to specifically identify such regulations in its specifications does not relieve the Contractor of the responsibility to meet them.

3.11 Change in the *Description of Work*

Any proposed change in this Contract shall be submitted to BWATC for its prior approval and BWATC will make the change by a Contract modification.

The Commission may at any time, by a written order and without notice to the sureties, make changes within the general scope of this Contract, in any one or more of the following: (i) drawings, designs, specification or *Description of Work*; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the Contract price or delivery schedule, or both,

and the Contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification change: provided, however, that the Commission, if the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Contract. However, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

3.12 Remedies

The remedies herein reserved shall be cumulative and additional to any other or further remedies in law or equity.

3.13 Patents

The Contractor agrees to defend, protect and save harmless the Commission its successors, assigns, customers and users of its products against all suits at law or in equity, and from all damages, claims and demands for actual or alleged infringements of the United States or foreign patent or copyright by reason of the use of the equipment ordered.

3.14 Technical Information Disclosed to Commission

The Contractor agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information which the Contractor shall have disclosed or may hereafter disclose to the Commission in connection with this Contract.

3.15 Insurance

If the accomplishment of this Contract requires the performance of services or labor on the premises of the Commission, the Contractor agrees to indemnify and protect the Commission against all liabilities, claims or demands for injuries or damages to any person or property growing out of the performance of this Contract by the Contractor, its servants, employees, agents or representatives. The Contractor agrees to carry and to furnish certificates from its insurance carriers showing that it carries insurance in the following minimum limits:

1. Worker's compensation-statutory limits for State of Michigan in which the work is to be performed.

2. Comprehensive, General Liability insurance in the amount not less than \$1,000,000.
3. Automobile Public Liability \$250,000/500,000 and property damage \$250,000.

Said certificates must set forth the amount of coverage, number of policy and date of expiration. If the Contractor is a self-insurer, the certificate of the appropriate state agency of the State must be furnished by such agency directly to the Commission. The purchase of such insurance coverage or the furnishing of the aforesaid certificate shall not be a satisfaction of the Contractor's liability hereunder or in any way modify the Contractor's indemnification of the Commission and/or its operators.

3.16 Advertising

The Contractor shall not, without first obtaining the written consent of the Commission in any manner, advertise or publish the fact that the Contractor has contracted to furnish the Commission the finished project herein ordered, and for failure to observe this provision, the Commission shall have the right to terminate the Contract without any obligation to accept deliveries or work after the date of termination or to make further payments except for completed articles delivered prior to termination.

3.17 Insolvency

The Commission may forthwith cancel this Contract resulting in the acceptance of this order in the event of the happening of any of the following, or any other comparable event. Insolvency of the Contractor; the filing of a voluntary petition in bankruptcy; the filing of an involuntary petition to have the Contractor declared bankrupt provided it is not vacated within thirty (30) days from the date of such appointment; the execution by the Contractor of an assignment for the benefit of creditors.

3.18 Fair Labor Standards Act

The Contractor agrees in connection with the production of the articles specified herein to comply with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Acts as amended and regulations and order of the United States Department of Labor issued under Section 14 thereof. All invoices must carry the following certification in order to be passed for payment.

"We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Acts as amended,

and of regulations and order of the United States Department of Labor issued under Section 14 thereof."

3.19 Invoicing

The Contractor shall furnish an invoice in duplicate to BWATC.

3.20 Indemnify and Save Harmless

During the term of this Contract, the Contractor hereby expressly agrees and covenants that it will defend, hold, save harmless and indemnify the officers, agents, servants, and employees of the Commission, and members of the Commission from liability of any nature or kind, in connection with the work to be performed hereunder, arising out of any act or omission of the Contractor, or of any employee or agents of the Contractor, or any person or firm associated with the Contractor, including any person, firm or corporation having the status of an independent Contractor, or engaged by the Contractor, to perform any work required by or in connection with the work required by this Contract.

The approval by the commission of the methods of doing the work or the failure of the Commission to call attention to improper or inadequate methods or to require a change in methods or to direct the Contractor to take any particular action shall not excuse the Contractor in case of any such injury to persons or damage to property.

3.21 Independent Contractor

The Contractor is employed by the Commission as an independent Contractor and has and retains the right to exercise full control and supervision of the services, employment, direct compensation, and discharge of all persons assisting in the performance of the services hereunder. The Contractor agrees to be solely responsible for all matters relating to payment of employees, compliance with Social Security requirements, withholding requirements, and all other regulations governing such matters.

3.22 Interest of Members of Congress

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

3.23 Prohibited Interest

No members, officer, or employee of the Commission or of a local public body or any official of the State of Michigan during his tenure or one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

3.24 Termination for Convenience of the Commission

The Commission, by written notice, may terminate this Contract, in whole or in part for the convenience of the Commission, or when in the discretion of the Commission, the Contractor will not be able to successfully complete the Contract, or where continuation of the Contract would not produce results commensurate with the further expenditure of funds. The commission shall provide the Contractor with written notice of such termination at least fifteen (15) days before the effective date of such termination.

If the Commission exercises the right to terminate this Contract because of conditions which are beyond the control of the Commission, such termination shall have immediate effect upon receipt of written notice by the Contractor.

Under the termination provisions of this paragraph, the Contractor shall not incur new obligations for the terminated portion after the effective date of termination and shall cancel as many outstanding obligations as possible. If this Contract contains elements relating to equipment, supplies or service, or combinations thereof, the Contractor shall immediately submit to the Commission a final invoice subject to Commission audit for an amount of the value of work actually performed up to the effective date of termination. After payment of such sum by the Commission, the Commission shall be under no further obligation to the Contractor.

Property and equipment for which full payment has been made shall, at the option of the Commission, become the property of the Commission. Any drawings, manufacturer's information, maintenance instructions or other material which are necessary to complete and properly maintain the work paid for shall be furnished to the Commission by the Contractor. In the case of termination for conditions which are beyond the control of the Commission, a cost termination inventory and independent audit of the project accounts that accurately reflect the actual costs incurred by the Contractor shall be submitted to the Commission as a condition precedent to payment by the Commission.

3.25 Termination for Cause

If the Contractors shall fail to perform in a timely and proper manner any obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this

Contract, the Commission may consider the contractor to be in default and terminate this contract. Such termination shall be by written notice specifying the effective date thereof.

Termination in accordance with the above shall not relieve the Contractor of any liability to the Commission for damages sustained as a result of any breach of contract or default by the Contractor. Upon the default of the contractor and the termination of this Contract, the Commission may withhold any payments due the Contractor and apply the same as a set off against damages sustained by the Commission as a result of the Contractor's default.

3.26 Assignment

The Contractor shall not assign or transfer any interest in the Contract or delegate its performance of duties except upon written approval of the Commission, which approval shall not be unreasonable withheld. Consent to assign, transfer or delegate any interest or performance on this Contract shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract.

3.27 Disadvantaged Business Enterprise

In connection with the performance of this Contract, the Contractor will cooperate with the project sponsor in meeting its commitments and goals with regard to the maximum utilization of minority business enterprises and will use its best efforts to ensure that minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this contract.

3.28 Non-Discrimination

The Contractor agrees and warrants that in the performance of this Agreement, it shall not discriminate or permit discrimination against any person or group of persons because of race, color, sex, age, handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference in any manner prohibited by the laws of the United States or of the state of Michigan. Further, the Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, color, sex, age, handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

The Contractor agrees to comply with the provisions of the State of Michigan "Non-Discrimination Clause for All State Contracts", as set forth in Appendix "A", attached hereto and made a part hereof. The Contractor further covenants that it will comply with the Civil rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Section 1971, 1978A-1975d, and 2000a-2000h-6, and the Michigan

Civil Rights Acts of 1967 (Act. 453, Public Acts of 1976), and the regulations of the US-DOT (49 C.F.R. Part 21) issued pursuant to the said Act and will require a similar covenant on the part of any Contractor or subcontractor employed in the performance of this Agreement. The Contractor shall fully comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR 60).

3.29 Buy America

Pursuant to 49 U.S.C. 5323(j) and 49 CFR, Part 661 and regulations published there under, the Recipient agrees that all steel, cement, and manufactured products used in connection with any project, the funds for said project being appropriated by the Federal Transit Administration, shall be produced in the United States, unless a waiver of said requirements is granted by the Secretary of the U.S. Department of Transportation.

Upon written request to the Secretary, the Recipient may request a waiver of the above provisions. Such waiver may be granted if the Secretary determines:

1. that their application would be inconsistent with the public interest;
2. that such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
3. in the case of the procurement of bus and other rolling stock (including train control, communication, and traction power equipment) under the Act that (A) the cost of components which are produced in the United States is more than 50 per centum of the cost of all components of the vehicle or equipment described in this paragraph, and (B) final assembly of the vehicle or equipment described in this paragraph has taken place in the United States;
4. that inclusion of domestic material will increase the cost of the overall project contract by more than 10 per centum in the case of projects for the acquisition of rolling stock, and 25 per centum in the case of all other projects.

- (c) For purposes of this section, in calculating components' costs, labor costs involved in final assembly shall not be included in the calculation.
- (d) The Secretary of Transportation shall not impose any limitation or condition on assistance provided under this Act which restricts any State from imposing more stringent requirements than this section on the use of articles, materials, and supplies mined, produced, or manufactured in foreign countries in projects carried out with such assistance or restricts any recipient of such assistance from complying with such State imposed requirements.

3.30 Prices

The prices quoted in the RFP shall include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the contract and *Description of Work*.

Any items omitted from the *Description of Work* which are clearly necessary for the completion of the project, shall be considered a portion of the project, though not directly specified or called for in the *Description of Work*.

3.31 Inspection and Test

All materials of whatever kind or character required to fulfill the *Description of Work* shall be subject to the inspection, test, and approval of the Commission. This inspection may be made at the point of manufacture, or of delivery, or with the material in place, as determined by the Commission. The Commission shall be satisfied through its authorized representative as to the reliability of the results.

3.32 Delays and the Extension of Time

When the Contractor is delayed in progress of performance in one area of the contract but can proceed with performance in another area, they must do so. However, the time for completion may be extended at the sole option of the Commission for such reasonable time as the Commission determines under the following conditions:

- A. Where the Contractor is delayed due to a cause beyond its control, including, but not limited to strikes, riots, Acts of God.

A delay may be considered beyond the Contractor's control only if the delay:

- (1) was not reasonably expected to occur in connection with or during Contractor's performance, and
- (2) it was not caused directly or substantially by Contractor's (or its agents) act, omission, negligence or mistake; and
- (3) it was substantial and in fact delayed the total progress of the work; and
- (4) it could not adequately have been guarded against by contractual or legal means.

B. Where the Contractor and the Commission have executed a change order which provides for an extension of time of completion.

No extension of time will be considered unless a written request or extension is served on the Commission within ten (10) business days from the commencement of the delay.

Any request for extension of time shall specify the nature of the cause of the delay, an approximation of the length of the delay, and such other proofs as are reasonably related to the cause of the delay. At the termination of the cause of the delay, the Contractor shall provide the Commission with all information reasonably required by the Commission to make a decision on the request.

4.1 Contract Documents

Parts One, Two, Three, Four, Five, and Six are the contract documents that will form The Contract. Proposers should examine each part of the Contract Documents.

4.2 Date and Place of Opening

Pursuant to the Request for Proposals the sealed proposals will be received by the Blue Water Area Transportation Commission, 2021 Lapeer Avenue, Port Huron, Michigan, 48060, until 2:00 pm Local time on January 17, 2024. They will be privately opened and reviewed and evaluated per Part 1.0 of this contract.

4.3 Printed Pricing Proposal

All price proposals must be submitted upon the form provided – *FORM 5.1 – Pricing Proposal*. Price Proposals submitted in any other form will be considered non-responsive and will be rejected. They must be signed and acknowledged by the proposer in accordance with the directions in the proposals. In order to ensure consideration, the proposal should be enclosed and marked "DO NOT OPEN UNTIL 2:00 PM LOCAL TIME, January 15, 2026".

Note: The solicitation provides for the proposed price to be based on payment terms of 30 days after acceptance of the completion of the project.

4.4 Omissions and Discrepancies

Should a proposer find discrepancies or omissions from the specifications or contract documents, or should they be in doubt as to their meaning, they

should notify at once the Contract Administrator, who may send a written instruction to all bidders.

4.5 Term of Proposal Effect

All proposals shall remain in effect for a period of ninety (90) days from the date of opening.

4.6 Acceptance or Rejection of Proposals

The Commission reserves the right to reject any and all proposals for sound, documentable, business reasons without limiting the generality of the foregoing. Any proposal which is incomplete, obscure, or irregular may be rejected and one or more items in the price schedule may be rejected. Any proposal in which prices are omitted or in which prices are obviously unbalanced, may be rejected. Any proposal accompanied by any insufficient or irregular bid deposit may be rejected. Conditional proposals or those which take exception to the specifications may be considered non-responsive and may be rejected.

4.7 Air Pollution

The Contractor and suppliers must submit evidence to the Commission the governing air pollution criteria will be met. This evidence and related documents will be retained by the Commission for examination by the Federal Transit Administration (FTA).

4.8 Acceptance and Payment Terms

BWATC will notify the Contractor, in writing, within thirty (30) days after completion of the project if it has or has not been accepted. A letter on non-acceptance will furnish details of the deficiencies. An invoice will be furnished with or immediately prior to the completion of the project.

BWATC RFP 0025-002

4.9 Time for Executing Contract and Damages for Failure to Execute

Any Contractor whose proposal is awarded will be required to execute the Contract within seven (7) days after notice that the Contract has been awarded to them. Failure to do so shall constitute a breach of the Agreement affected by the acceptance of the proposal.

The damages to BWATC for such a breach will include a loss of interfacing with its program and other items whose accurate amount will be difficult or impossible to complete. The amount of the bid security, if applicable, accompanying the proposal of such proposer shall be retained by BWATC as liquidated damages for such breach. In the event any Contractor whose proposal shall be awarded shall at its option determine that such proposer has abandoned the Contract and thereupon his proposal and the acceptance thereon shall be null and void and BWATC shall be entitled to liquidated damages as provided above.

4.10 Protest Procedures

Definitions for Purposes of This Section

- **Business days:** A business day shall be the 24 hour period within a standard workweek, from Monday to Friday, excluding weekends and public holidays.
- **Interested Party:** Any person who:
 1. Is an actual or prospective proposer in the procurement involved.
 2. Has a direct economic interest affected by the award or non-award of the contract.

Note: The Federal Transit Administration (FTA) will be notified by BWATC of all formal, written protests when FTA funds are involved.

A. Protest Consideration

BWATC will hear and consider bona fide protests regarding its procurement actions. While most protests will be evaluated and resolved by BWATC, the primary concern remains the timely procurement of necessary capital equipment, supplies, or services.

BWATC will not allow frivolous or vexatious protests to delay the procurement process.

Interested parties are encouraged to exhaust all informal resolution methods before filing a formal protest. BWATC reserves the right to consider the good faith efforts of the protestor in attempting informal resolution.

B. Submission of Protest

Any interested party may file a protest with BWATC on the basis that BWATC has failed to comply with applicable Federal or State regulations or its own procurement process. The protest must be filed in accordance with the timing requirements outlined in Section C and must include:

- Protestor's name, phone number, email, and address.
- The RFP and proposed contract number.
- A statement outlining the grounds for the protest, the relief requested, and the specific Federal or State law or BWATC procedure alleged to have been violated. Supporting documentation should be included.
- Protest should be submitted to:

BWATC Procurement Department
2021 Lapeer Ave.
Port Huron MI 48060

C. Types of Protests and Timing

The timeliness of a protest depends on its type:

1. Protest Regarding Proposal

- Must be filed no later than five (5) business days before the proposal due date.
- Protests after this date will not be considered.
- Includes claims of exclusionary/discriminatory specifications, challenges to the basis of award, or violations of Federal/State laws or BWATC's procurement process.

2. Protest Regarding Requirements and Responsiveness

- Must be filed within five (5) business days of receiving a notification of non- responsiveness.
- Includes challenges to BWATC's determination of responsiveness, proposer responsibility, or compliance with laws and procurement processes.

3. Protest Regarding Non-Award Notification

- **Must be filed within five (5) business days of receiving a non-award notification.**
- Will only be considered if the protestor demonstrates that:
 - The awarded party fraudulently represented itself as a responsible proposer, or
 - BWATC violated Federal or State regulations or its procurement process.

D. BWATC Response to Protests

Upon receipt of a timely protest, BWATC will notify the protestor and may request additional information. A meeting may be scheduled to discuss the protest.

1. Handling of Protest Types

a) Proposal Protests

- Proposal opening will be **postponed until resolution.**
- No additional proposals will be accepted during postponement.
- If the protest involves claims of restrictive or exclusionary specifications, BWATC will evaluate its necessity versus its impact on competition.

b) Requirements & Responsiveness Protests

- Evaluation of all proposals **will be suspended** if BWATC finds reasonable doubt regarding proposal responsiveness, proposer responsibility, or compliance with laws and procedures.

c) Non-Award Notification Protests

- Contract award **will be suspended** if a prima facie case of fraud or procedural violations is established.

2. BWATC Decisions

BWATC generally suspends the procurement process when a bona fide protest is filed. However, BWATC may proceed under the following conditions:

- **Urgency:** The item is critically needed.
- **Frivolous/Vexatious Protest:** The protest lacks merit.
- **Undue Delay or Harm:** Suspension would cause unacceptable delays or harm.

After reviewing the protest, BWATC will issue a written decision based on provided information, meetings, and its own investigation. If the protest is upheld, corrective action may include:

- Re-proposal
- Revised evaluation
- Re-determination of award

- Contract termination

If denied, the suspension will be lifted, and the procurement process will continue.

E. FTA Protest Procedure

FTA reviews protests only if BWATC fails to have or follow protest procedures or fails to review a complaint. A protestor must exhaust all administrative remedies with BWATC before appealing to FTA.

- Appeals must be filed with the FTA regional or headquarters office **within five (5) working days** of the protestor knowing of the violation. A copy of the appeal to FTA must also be submitted to BWATC within the same timeframe.
- Protests may be submitted under **FTA Circular 4220.IG** under certain circumstances.
- Violations of Federal or State law will be handled according to that law's complaint process.

PART 5 REQUIRED SIGNED FORMS AND CERTIFICATIONS

The following forms must be completed and signed and returned with your proposal. Any required forms missing from a proposal shall be deemed nonresponsive.

Required Forms and Certification Checklist

Form 5.1 Pricing Proposal

Form 5.2 Buy America

Form 5.3 Suspension and Disbarment

Form 5.4 DBE

Form 5.5 EEO

Form 5.6 Lobbying

Form 5.7 Acknowledgement of Amendments

Form 5.8 Certificate of Compliance with FTA Clauses

Form 5.9 Methodology of Completion of Work

Form 5.1 Pricing Proposal

Offer to Provide:

Removal and Replacement of Existing Bus Wash System

Proposed Price: _____

Duration of Proposed Price: _____

Date: _____

Signature: _____

Title: _____

Company Name: _____

Form 5.2 Buy America

Buy America

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 _____

OR

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 _____

Form 5.3 Suspension and Debarment

Suspension and Debarment

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 contractor, 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 this certificate, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Blue Water Area Transportation Commission. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Blue Water Area Transportation Commission, 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.

Company Name _____

Agent signature _____

Title _____

Date _____

Form 5.4 DBE

Manufacturers Certification of Compliance with 49 CFR Part 26

This procurement is subject to the provisions of 49 CFR Part 26. Accordingly, as a condition of permission to submit a proposal, the following certification must be completed and submitted with the proposal. A proposal which does not include the certification will not be considered.

Manufacturer's Certification:

_____, hereby certifies that it will comply with the requirements of 49

CFR Part 26 by maximizing DBE participation by race neutral means in this contract.

_____ also certifies that it will submit all required DBE related documents

and materials as Blue Water Area Transportation Commission deems necessary.

Signature: _____ Date: _____

Title: _____

Firm: _____

Form 5.5 EEO

Equal Opportunity Certificate

A. This Certificate regarding Equal Employment Opportunity constitutes the Vendor's affirmative action to be followed in the event a Contract is awarded to the Vendor to ensure opportunity in employment is afforded by the Vendor and the Vendor's subcontractors while providing specific materials and supplies or consulting or construction services for the Municipality.

B. The Vendor agrees that submission of the Certificate constitutes an acknowledgment of the Municipality's equal employment opportunity requirements as set forth in the Contact documents which is incorporated herein by this reference.

C. The Vendor hereby designates:

Name _____

Title _____

As the person who has been charged by the Vendor with the responsibility for carrying out the reporting of the Vendor's compliance with this plan of affirmative action.

D. The Vendor gives assurance that this plan of affirmative action will be communicated to supervisors and other employees of the Vendor.

E. The Vendor assures that the Vendor's work force on the project will include substantial percentages of women and minorities and, if additional persons are employed as part of the work force, the Vendor shall make every reasonable effort to meet the equal employment opportunity goals established by the Municipality for this project. The Vendor will contact the Municipality for the specific established for this contract.

F. The Vendor assures that the Vendor will provide opportunity for training and advancement for minorities and women including after-school or summer employment opportunities.

G. The Vendor assures that the Vendor will make continuing efforts to recruit minority and female employees, to advertise employment opportunities in ways which will effectively reach minorities and females, and to include in all solicitations or advertisements for employees placed by or on behalf of the Vendor a statement that the Vendor is an AEqual Opportunity Employer. @ Where minorities and women are under-represented Vendor assures it will consider minorities and women to fill new hire or rehire positions.

H. The Vendor assures that the Vendor will communicate to labor unions or representatives of workers with which the Vendor has a collective bargaining agreement or other contract a notice setting forth the Vendor's affirmative action obligations under this Certificate and will Post copies of such notice in conspicuous places available to employees and applicants for employment.

I. The Vendor assures that the Vendor will require its subcontractors and suppliers to enter into similar affirmative action obligations.

K. The Vendor assures it will not discriminate nor tolerate harassment or abuse on the basis of creed, race, religion, color, sex, sexual orientation, age, national origins or the presence of any sensory, mental or physical disability in the selection, hiring, promoting, managing or training or conduct toward workers or BWATs employees.

Name of Firm: _____

Authorized Signature: _____

Form 5.6 Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

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

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Form 5.7 Acknowledgement of Amendments

Acknowledgement of Amendments

The undersigned acknowledge receipt of the following amendments to the proposal documents:

Amendment No. _____ Dated _____

Amendment No. _____ Dated _____

Amendment No. _____ Dated _____

Failure to acknowledge receipt of all amendments may cause the proposal to be considered non-responsive to the solicitation. Acknowledge receipt of each amendment must be clearly established and included with the proposal.

Firm Name: _____

By: _____
(Signature)

Title: _____

Form 5.8 Certificate of Compliance of FTA Clauses

CERTIFICATE OF COMPLIANCE WITH FTA CLAUSES

The undersigned certifies that in all aspects of this procurement the vendor will abide by all the applicable third-party contract clauses as specified in the Federal Transit Administrations' Third-Party Contracting Guideline, Circular 4220.1G, as revised. The undersigned also acknowledges the receipt of a copy of these clauses from Blue Water Area Transportation.

The undersigned understands that noncompliance with these clauses may subject the undersigned to civil penalties as outlined in the Department of Transportations' regulation on Program Fraud Civil Remedies, 49 CFR part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR, part 29.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Form 5.9 Methodology of Completion of the Description of Work

Remove and Replace BWATC existing Bus Wash System

RFP 25-002

Note: Attach additional information if necessary to complete each section of this form.

- 1. Describe the relevant Building and Safety Codes that must be adhered to for the successful completion of the Description of Work (project):**

- 2. Describe the steps your organization will take to complete the project from mobilization to commissioning.**

This image shows a single page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page, leaving small margins at the top and bottom. There is no handwriting or other markings on the paper.

3. Attach separately a document that satisfies the following requirements outlined in Section 2.2 Part 2 of the RFP which includes the following:

Documentation of the proposed equipment and operating software. This documentation must include a detailed physical description of the equipment and its capabilities. At minimum, the physical description and capabilities of the system that must be documented shall include:

- a) Detailed drawing of the proposed system including height, width and length measurements
- b) Main material used for the structure of the system (steel, aluminum, etc..)
- c) Number and types of brushes proposed
- d) Number of dyers proposed
- e) Maximum vehicle throughput per hour
- f) Maximum vehicle height and width restrictions
- g) Soap dispensing capabilities and limitations (if any)
- h) Safety features
- i) Water saving features
- j) Warranty for each major component

4. List the proposed timeline required to complete the project from start to completion.

Attestation:

I do hereby attest that the information contained in this Form and any additional attached documentation is true, accurate, and complete to the best of my knowledge and understanding.

Printed Name and Title

Date

Signature

PART 6 FTA REQUIRED FEDERAL CLAUSES

ACCESS TO RECORDS AND REPORTS

1. **Record Retention.** The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other Third-Party Contracts of any type, and supporting materials related to those records. (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
2. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 CFR § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
4. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects", 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 CFR § 661.11. Domestic preferences for procurements. The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as non-responsive. For more information, please see the FTA's Buy America webpage at:

<https://www.transit.dot.gov/buyamerica>.

BOND REQUIREMENTS

The Federal agency or pass-through entity may accept the recipient's or subrecipient's bonding policy and requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold. Before doing so, the agency or pass-through entity must determine that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

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

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

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

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

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

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

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

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

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

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381.
- b) to furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and
- 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.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

- a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.

- b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.
- e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

Certification and disclosure.

- a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
 1. Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 2. An award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
- b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
 1. A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 2. A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

- c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:
 1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 2. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 3. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
 1. A subcontract exceeding \$100,000 at any tier under a Federal contract;
 2. A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
 3. A contract or subcontract exceeding \$100,000 at any tier under a federal loan exceeding \$150,000; or,
 4. A contract or subcontract exceeding \$100,000 at any tier under a federal cooperative agreement. Shall file a certification, and a disclosure form, if required, to the next tier above.
- e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.
- f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.
- g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to December 23, 1989, effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.
- h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart (b) or (c).

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

CIVIL RIGHTS LAWS AND REGULATIONS

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

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "National in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil Rights Act", 49 CFR Part 21 and any implementing requirement FTA may issue.

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

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed

under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

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

2. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance", 49 CFR part 25 prohibit discrimination on the basis of sex.
3. **Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975", as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance", 45 CFR part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR part 1625, also prohibit employment discrimination against individuals aged 40 and over on the basis of age.
4. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third-party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment", September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e not . The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act", 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance", 45 CFR part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 74017671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 12511387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

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.
2. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

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.
2. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 CFR Part 5. See 2 CFR Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (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 therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of 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. The agency 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 paragraph (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".

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR part 613 and 621).

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 CFR §§ 180.220 and 1200.220) must not be entered into with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension". SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third-Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third-Party Participant:

1. Complies with federal debarment and suspension requirements; and
2. Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

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

The contractor 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 Agency deems appropriate, which may include, but is not limited to:

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

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor 49 CFR § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 CFR § 26.53(f) (1).

DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

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

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

EQUAL EMPLOYMENT OPPORTUNITY

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

FLY AMERICA

- a) Definitions. As used in this clause -
 - 1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:
Statement of Unavailability of U.S.-Flag Air Carriers
 International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. (State reasons).
- e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

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

If the contractor cannot certify, the Recipient will refer the matter to FTA and not enter into any Third-party Agreement with the Third-party Participant without FTA's written approval.
2. Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

NOTIFICATION TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

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

1. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
2. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
3. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

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

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 1. Procure or obtain covered telecommunications equipment or services;
 2. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- b) As described in section 889 of Public Law 115232, "covered telecommunications equipment or services" means any of the following:
 1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 3. Telecommunications or video surveillance services provided by such entities or using such equipment.
 4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- c) For the purpose of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- d) In implementing the prohibition under section 889 of Public Law 115232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

- e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.
- f) For additional information, see section 889 of Public Law 115232 and 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

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. In addition, the contractor 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.

The contractor must promptly notify the Agency 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 the Agency.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 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.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 CFR §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

SOLID WASTES (RECOVERED MATERIALS)

(a) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

SPECIAL DOL EEO CLAUSE FOR CONSTRUCTION PROJECTS

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such an employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States -

- a) To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
 1. The Identification of FTA as the federal agency providing federal assistance for a State Program or Project;
 2. The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
 3. The amount of federal assistance FTA has provided for a State Program or Project.
- b) Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TERMINATION

Termination for Convenience (General Provision)

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

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

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion, may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such cases, the Notice of Termination will state the time period in which a cure is permitted and other appropriate conditions. If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within (10 days) after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default. and conclusive for the parties, but

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

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

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

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

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

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

Termination for Default (Construction)

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

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of the Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of the Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

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

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

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

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

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

VETERANS HIRING PREFERENCE

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

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

VIOLATION AND BREACH OF CONTRACT

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. 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 agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, 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 a 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 agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded by 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.

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

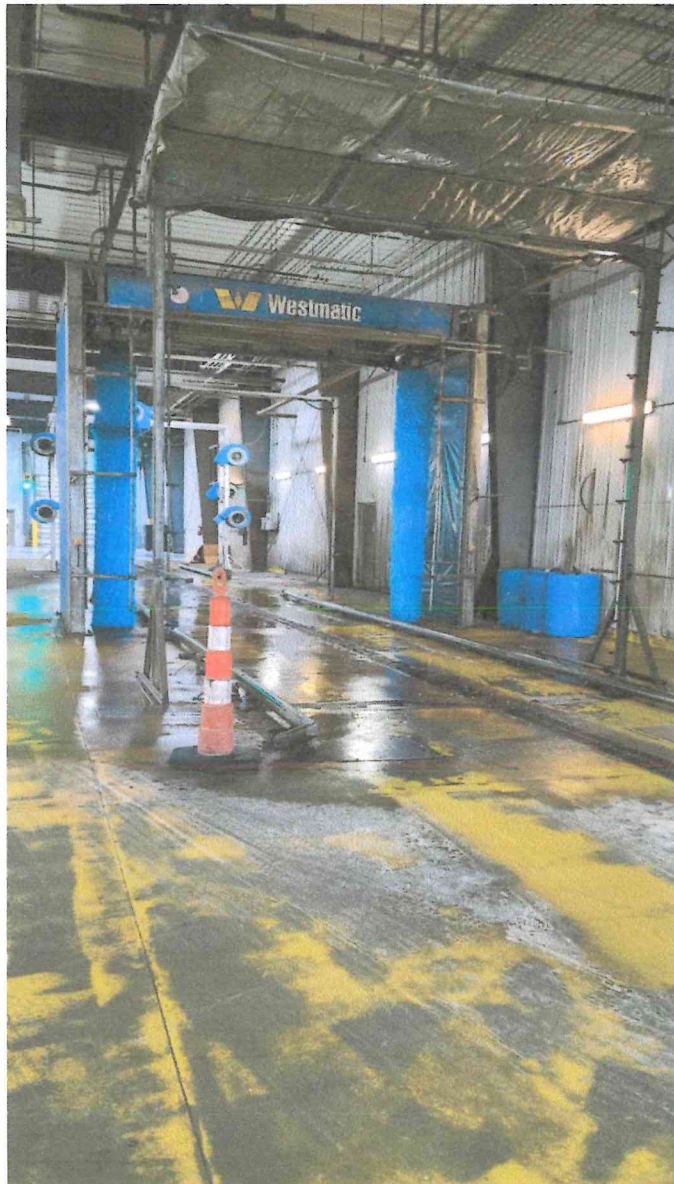
In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised August 2011

Exhibit 1



Existing Bus Wash area

"General Decision Number: MI20250098 09/26/2025

Superseded General Decision Number: MI20240098

State: Michigan

Construction Type: Building

County: St Clair County in Michigan.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	02/21/2025

2	03/14/2025
3	04/04/2025
4	04/11/2025
5	05/23/2025
6	06/13/2025
7	07/04/2025
8	07/11/2025
9	08/01/2025
10	08/08/2025
11	08/29/2025
12	09/05/2025
13	09/26/2025

* ASBE0025-002 06/01/2025

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 40.74	32.59

BOIL0169-001 07/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 43.50	36.74

BRMI0001-001 06/01/2024

	Rates	Fringes
BRICKLAYER.....	\$ 41.66	26.53
TILE FINISHER.....	\$ 33.50	23.52
TILE SETTER.....	\$ 40.53	23.62

CARP0687-003 06/01/2025

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Installation, Drywall Hanging, Form Work, Metal Stud Installation & Scaffold Building).....	\$ 42.44	31.43

CARP1045-001 06/01/2025

	Rates	Fringes
CARPENTER (Floor Layer - Carpet, Resilient, & Vinyl Flooring).....	\$ 36.76	21.11

CARP1102-002 06/01/2025

	Rates	Fringes
MILLWRIGHT.....	\$ 42.92	39.13

ELEC0058-001 07/21/2024

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring and Installation of		

Alarms)

Installer.....	\$ 31.64	17.72
Technician.....	\$ 39.93	17.97
ELECTRICIAN.....	\$ 51.32	28.54

ELEV0036-002 01/01/2025

	Rates	Fringes
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ELEVATOR MECHANIC.....	\$ 65.01	38.435+a+b
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FOOTNOTES:

A. PAID HOLIDAYS: New Years Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

B. Employer contributes 8% basic hourly rate for 5 years or more of service of 6% basic hourly rate for 6 months to 5 years of service as vacation pay credit.

ENGI0324-017 06/01/2025

	Rates	Fringes
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OPERATOR: Power Equipment

GROUP 1.....	\$ 51.29	25.35
GROUP 2.....	\$ 48.79	25.35
GROUP 3.....	\$ 48.29	25.35
GROUP 4.....	\$ 47.99	25.35
GROUP 5.....	\$ 47.17	25.35
GROUP 6.....	\$ 46.31	25.35
GROUP 7.....	\$ 45.34	25.35
GROUP 8.....	\$ 43.63	25.35
GROUP 9.....	\$ 35.29	25.35

FOOTNOTES:

Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom. If the worker must climb 50 ft. or more to the work station, \$.25 per hour additional.

Derrick and cranes where the operator must climb 50 ft. or more to the work station, \$.25 per hour additional to the applicable crane operator rate.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom and jib or leads 400' or longer

GROUP 2: Crane with boom and jib or leads 300' or longer

GROUP 3: Crane with boom and jib or leads 220' or longer

GROUP 4: Crane with boom and jib or leads 140' or longer

GROUP 5: Crane with boom and jib or leads 120' or longer

GROUP 6: Regular crane operator, and concrete pump with boom operator

GROUP 7: Backhoe/Excavator/Trackhoe, bobcat/skid Loader, broom/sweeper, bulldozer, grader/blade, highlift, hoist, loader, roller, scraper, tractor & trencher

GROUP 8: Forklift & extend-a-boom forklift

GROUP 9: Oiler

IRON0025-019 06/01/2025

	Rates	Fringes
IRONWORKER		
REINFORCING.....	\$ 36.55	33.37
STRUCTURAL.....	\$ 36.55	35.93

IRON0025-022 06/01/2025

	Rates	Fringes
IRONWORKER STRUCTURAL (Metal Building Erection Only).....	\$ 30.02	27.43

LABO0259-002 08/01/2025

	Rates	Fringes
LABORER: Asbestos Abatement (Removal from Floors, Walls & Ceilings).....	\$ 39.08	15.92

LABO0334-005 06/01/2025

	Rates	Fringes
LABORER: Landscape & Irrigation		
GROUP 1.....	\$ 29.93	9.10
GROUP 2.....	\$ 27.71	9.10

CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer, skidsteer (or equivalent)

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

LABO1075-003 06/01/2023

	Rates	Fringes
LABORER		
Common or General; Grade Checker; Mason Tender - Brick/Cement/Concrete, Pipelayer; Sandblaster.....	\$ 30.51	17.59

PAIN0357-002 06/01/2025

	Rates	Fringes
GLAZIER.....	\$ 42.00	25.55

PAID HOLIDAYS: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day; provided that the employee has worked the last full regular scheduled work day prior to the holiday, and the first full regular scheduled work day following the holiday, provided the employee is physically able to work.

PAIN1474-007 06/01/2010

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 23.79	12.02
PAINTER: Drywall Finishing/Taping.....	\$ 23.79	12.02

PLAS0067-004 04/01/2014

	Rates	Fringes
PLASTERER.....	\$ 30.63	14.07

PLAS0514-007 06/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.23	22.11

PLUM0098-001 06/01/2025

	Rates	Fringes
PLUMBER, Excludes HVAC Pipe and Unit Installation.....	\$ 43.34	32.92

PLUM0636-003 06/05/2025

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe and Unit Installation.....	\$ 41.96	40.85

ROOF0149-006 06/01/2024

	Rates	Fringes
ROOFER.....	\$ 30.38	19.87

SFMI0669-001 01/01/2025

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 41.34	27.39

SHEE0080-004 06/01/2024

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation; Excluding HVAC System Installation).....	\$ 42.51	35.77

TEAM0247-001 06/01/2025

	Rates	Fringes
TRUCK DRIVER		
GROUP 1		
Flatbed; Pickup; Dump & Tandem.....	\$ 31.03	0.70+a+b
GROUP 2		
Semi.....	\$ 31.18	0.70+a+b
GROUP 3		
Lowboy.....	\$ 31.28	0.70+a+b

PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of the above holidays fall on a Sunday, the following Monday shall be considered the holiday and, if work is performed, the rate shall be double time.

FOOTNOTE:

a. \$456.70 per week, plus \$67.10 per day.

* SUMI2011-023 02/01/2011

	Rates	Fringes
INSTALLER - OVERHEAD DOOR.....	\$ 27.98	0.00
IRONWORKER, ORNAMENTAL.....	\$ 18.48	7.93
TRUCK DRIVER: Tractor Haul		
Truck.....	\$ 13.57 **	1.18

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

is available at
<https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

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

6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

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

State Adopted Rate Identifiers

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

----- WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION"