



valleyregionaltransit

700 NE 2nd Street, Suite 100 • Meridian, Idaho 83642

RFB Number	RFB 2021-10-20
RFB Title	On-Call HVAC Services
Item Description	Valley Regional Transit (VRT) is seeking bids from qualified and experienced respondents (individuals or firms) to establish a “Construction Services Agreement.” This service will provide “On-Call HVAC Services” on an as-needed basis at various locations to support a variety of VRT’s HVAC needs.
Term	Contractor shall provide HVAC services on an as-needed basis as described herein for an initial term of three (3) years commencing on approximately October 20, 2021 and expiring on October 19, 2024 with an option to renew upon mutual agreement of both parties under the same terms and conditions for two (2) additional one year terms.
Deadline for Submittal	Bids Due: September 30, 2021 4:00 p.m. Mountain Time
Direct Inquiries and Send Submittals to	Kevin Womack, Procurement/Contract Specialist, procurement@valleyregionaltransit.org 208.258.2737
Format of Submittals	<ol style="list-style-type: none"> 1. Electronic submittals in PDF format must be received by VRT by the date and time in the “Deadline for Submittals” section above. No exceptions. <ol style="list-style-type: none"> a. Total page limit is 7 single sided pages. The Introductory letter, resumes, and samples of work products will not count toward the 7 page limit. b. Front and back cover pages are acceptable and do NOT count in the submittal. Cover pages shall only identify the consultant, sub-consultant(s) and project. 2. Respondents are responsible for verifying receipt by VRT of the submittals.
Clarification of Submittals	<p>During the evaluation of submittals, VRT reserves the right to the following:</p> <ul style="list-style-type: none"> • Contact any or all proposers for additional information for clarification purposes, • Discard submittals which contain errors, or • At its sole discretion, waive disqualifying errors or gain clarification of error or information.
RFB Calendar	These dates are for planning purposes and represent VRT’s desired timeline for this project. Any revision to the “Deadline for Submittals” will be made by addendum. All other dates may be adjusted without notice as needs or circumstances dictate.

OFFERORS NAME:

**REQUEST FOR BID
RFB 2021-10-20
On-Call HVAC Services**

Activity	Timeline
RFB Issue Date	August 25, 2021
Pre-Bid Meeting	September 2, 2021, 3:00 p.m. Mountain Time By phone: 1 323-484-8960 Access code: 855326604#
Questions Due	September 15, 2021, 4:00 p.m. Mountain Time
Bids Due	September 30, 2021, 4:00 p.m. Mountain Time
Submittal Review and Selection	October 4 - October 11, 2021
Notification of Intent to Award	October 12, 2021
Notice to Proceed	October 20, 2021 or Pending individual task orders

1. BACKGROUND AND PROJECT DESCRIPTION

Valley Regional Transit (VRT) is a Regional Public Transportation Authority established pursuant to Idaho Code §§ 40-2101 through -2114. VRT operates in southwest Idaho and is governed by a 29-member Board, made up of local and government representatives, in Ada and Canyon counties in southwestern Idaho. VRT was created as a single authority to be responsible for providing, aiding, and assisting public transportation within its two-county jurisdiction. VRT supports the fixed-route bus system, City Go, a transportation demand management association, a passenger information call center, and works with a variety of populations to provide specialized transportation to targeted populations. VRT may contract for services with public and private entities to carry out the purposes of Title 41, Chapter, 21 of the Idaho Code.

2. STATEMENT OF WORK (or OBJECTIVE)

VRT has various needs throughout the year for HVAC services and repairs. Through this RFB, VRT will pre-qualify OFFERORS based on type of work performed by the OFFEROR. Qualified OFFERORS will be selected by VRT for various projects. As applicable and based on estimated value of the work, VRT will solicit bids from some of all of the pre-qualified OFFERORS who will then be invited to bid or selected directly (as may be applicable) from the pre-qualified on-call list to perform a variety of HVAC services at any of VRT's facilities.

On-Call HVAC Services may include but not limited to:

- Filter changes
- Belt changes
- Duct relocation
- Heater and A/C service and repairs
- Thermostat and control system repairs
- Fan motor service
- Condenser coil cleaning and service

- Duct cleaning
- Venting
- Mini-split service, repair and installation
- Associated repairs, upkeep, maintenance, renovation, adjustment and overall on-call HVAC needs

The contractor shall provide On-Call HVAC Services at all facilities used by Valley Regional Transit in Ada and Canyon Counties. Valley Regional Transit operates the following facilities:

- Happy Day Transit Center located at 5907 Cleveland Blvd, Caldwell, Idaho 83607
- Orchard Maintenance Facility located at 4701 Northrup Ave, Boise, Idaho 83705
- Main Street Station located at 777 W. Main Street Suite 170, Boise, Idaho 83702

To visit and review existing equipment at these sites prior to bidding, please contact Joe Guenther Capital Infrastructure and Facility Projects Manager at 208-258-2705 or jguenther@valleyregionaltransit.org for an appointment.

Davis-Bacon Act:

The Davis-Bacon act applies to contractors and subcontractors performing on federally funded projects in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

Davis-Bacon Wage Rates Applicable to this Project

DAVIS-BACON ACT GENERAL WAGE DECISIONS ARE UPDATED PERIODICALLY. THE DBA GENERAL WAGE DECISION INCLUDED BELOW MAY BE UPDATED AT SOME POINT BEFORE OR DURING THE SIGNING OF CONTRACT DOCUMENTS. IT SHALL BE THE CONTRACTOR’S RESPONSIBILITY TO MONITOR DBA GENERAL WAGE DECISION UPDATES AND USE CURRENT WAGE DECISION INFORMATION AS IT IS MADE AVAILABLE. IF WAGE DECISION RATES ARE UPDATED BETWEEN THE BID DATE AND CONTRACT EXECUTION, THE CONTRACTOR IS RESPONSIBLE FOR NOTING THE NEW PRICES AND REQUESTING A CHANGE IN PRICE EQUAL TO THE ADJUSTMENT IN WAGES GIVEN IN THE APPLICABLE DECISION. NEW PRICES WILL BE PULLED AND USED IN THE CONTRACT DOCUMENTS AT THE TIME OF CONTRACT EXECUTION.

Refer to **Exhibit C** for wage determination for Ada and Canyon County, Idaho.

3. Restriction of Control

From the issue date of this RFB until the VRT Board approves the awarding of the contract, Kevin Womack will be the sole point of contact concerning this RFB. Any violation of this condition may be cause for VRT to reject the offending Offeror's bid. If VRT later discovers that the Offeror has engaged in any violations of this condition, VRT may reject the offending Offeror's bid or rescind its award. Offerors must agree not to distribute any part of their bids beyond the allowed contact individual. An Offeror who shares information contained in its bid with other VRT personnel and/or personnel of a competing Offeror, the Offeror maybe disqualified.

4. Procurement Questions

Prospective Offerors are encouraged to submit questions concerning the RFB in writing no later than 4:00 p.m. September 15, 2021. Questions concerning this RFB are to be submitted via email to Kevin Womack at procurement@valleyregionaltransit.org with "RFB 2021-10-20" listed in the subject line.

VRT will answer all questions in writing to all qualified Offerors via addenda posted with the original RFB on VRT's website. VRT shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFB or formally issued as an addendum by VRT. VRT does not consider questions to be a protest of the requirements or of the solicitation.

5. Bid Conditions

Bids must be received via email by 4:00 p.m. on September 30, 2021. Each Offeror shall submit to VRT the information and forms required, which forms and information shall become the property of VRT and will not be returned to Offerors, unless a written request to withdraw is received prior to the opening of bids.

Data contained in the submittal and all documentation provided therein becomes property of VRT and the data becomes public information. If a Bidder wishes to have any confidential or proprietary information withheld from the public, such information must fall within the definition of "trade secret" contained within the Idaho Public Records Act, Idaho Code § 74-101 et seq. All "trade secret" information a Bidder wishes VRT to withhold must be clearly marked "Trade Secret," with each page of such information being clearly marked. Failure to mark such information as "Trade Secret" shall deem such information open to public inspection. Should VRT be challenged in court by a third party for a decision to withhold or redact information so identified by Bidder, Bidder agrees, by submitting its bid or bid, to indemnify, defend, and hold harmless VRT for any judgments, attorney fees, and/or court costs associated with asserting the documents contain "trade secret" information. VRT reserves the right to make an independent discretionary decision whether or not the documents marked as "Trade Secret" qualify as such pursuant to the Idaho Public Records Act. All documents not marked as "Trade Secret" are subject to release in compliance with the Idaho Public Records Act.

6. Signatures Required

The bids *must* be signed where signatures are required. In cases of a corporation, the signature must be that of a duly authorized officer of the corporation and officer's title must be stated. In cases of partnerships, the signature of a general partner must follow the firm name, using the term "A Member of Firm." In cases of an individual use the term "dba" (Company Name) or as sole owner. Signatures submitted will be taken as evidence of authority to sign. Signatures by an individual not authorized to sign will be grounds for bid rejection.

7. General Expectations

Bidder must be registered to do business in the State of Idaho and licensed as an Idaho Public Works Contractor.

Bidder will provide documentation of work relevant to transit authority.

8. SUBMITTAL REQUIREMENTS

In submitting responses, Bidders are to be aware that VRT strongly considers the completeness of the submittal to be the most important. Clear and effective presentations are preferred. The cover letter shall clearly contain the RFB title and the respondent's name.

Submitted electronic RFB response must include the following information:

- A. **Coversheet** of this RFB, See Page # 1, above, with Offeror's name at bottom of summary page.
- B. **Cover Letter** addressed to Procurement Administrator, should serve as both an introduction of the Bidder and an overview of the bid. Introduction should:
 - i. Identify the project manager.
 - ii. Provide contact information (physical address, telephone number, and email)
 - iii. Identify Public Works Categories Bidder is registered to do work in the State of Idaho.
 - iv. Identify interest in programmed projects or repair categories outlined in statement of work
- C. **Written Responses** should include information below. Attach additional sheets in order to respond. Each response is to be appropriately headed with the corresponding item number. See written response format on page 1.
 - i. **Project Manager**: Identify the Project Manager who will be responsible for the execution of work and ensuring adequate personnel and other resources are made available to complete projected projects.
 - ii. **Key Personnel**: Identify key personnel for this project and each person's role and duties, their experience and qualifications as it pertains to providing these services.
 - iii. **Firm Qualifications and Relevant Experience**: Briefly discuss the firm's qualifications, experience and history in working on public works projects.

- D. **Offeror's Information and Certification**: Complete Section 13 with official signature(s) and date(s).
- E. **References**: Complete Section 14 with references for three similar projects with current contact information.
- F. **Debarment and Suspension Certification**: Complete Part 15 with official signature(s) and date(s) if applicable.
- G. **Conflict of Interest Affidavit**: Complete Section 16 with official signature(s) and date(s).
- H. **Lobbying Certificate**: Complete Section 17 with official signature(s) and date(s) if applicable.
- I. Offers submitted in response to this **solicitation shall be in the English language**. Offers received in other than English shall be rejected.

9. EVALUATION CRITERIA AND AWARD OF CONTRACT

The award of the contract will be made to qualified proposers that have demonstrated to be the most advantageous to VRT. Awards may be made without negotiation or discussion of bids received.

- A. Selection of the successful proposer will be based on information provided in response to the RFB including evaluation of bids according to VRT specified criteria including qualifications taken to VRT proposed contract terms and conditions, and may include qualifications and experience of the proposer and information provided by any required references for whom work of a similar nature has been done.
- B. A Bid Evaluation/Negotiation Committee will perform the overall evaluation process
- C. Valley Regional Transit may, following receipt and evaluation of bids and any allowed Best and Final Offer procedures, negotiate with any or all of the responsive and responsible Proposers to award to program projects.
- D. VRT intends to issue Construction Services Agreements to all qualified proposers under Idaho Public Works Categories (proposer may qualify under multiple categories). VRT's Project Manager will issue Task Orders for services needed for the programmed projects listed in this RFB and as needed for unforeseen repair projects.

10. BID EVALUATION REQUIREMENTS

- A. **Bid Criterial Evaluation (Listed In Relative Order of Importance)**
 - 1. Qualifications and Experience of the Firm, include work example
 - 2. Project Manager and Key Personnel Experience
 - 3. Three References

B. General

1. Shortlist:

The VRT reserves the right to shortlist the proposers on the stated criteria. However, the VRT may determine that shortlisting is not necessary.

2. Interviews:

The Authority reserves the right to conduct interviews with some or all of the proposers at any point during the evaluation process. However, VRT may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The Authority shall not reimburse the proposer for the costs associated with the interview process.

3. Additional Investigations:

The Authority reserves the right to make such additional investigations, as it deems necessary to establish the competence and financial stability of any proposer submitting a bid.

11. Definitions

The following terms, whenever set forth in initial capitals in this Agreement, shall have the meanings set forth in this Part 11, Definition, except as otherwise expressly provided in this Agreement:

Agreement: The complete RFB, the Construction Services Agreement, and all addendums and final negotiations.

Agreement Term: The time commencing with the award of the contract and ending on the expiration of the contract - including any extensions or renewals that may be or have been agreed upon by both parties after award to the contract.

Offeror or Prime-Offeror: The Offeror or Prime-Offeror is the primary contact with Valley Regional Transit and is responsible for all services for which it is submitting an RFB. The Prime-Offeror is responsible for all Sub-Offerors and their compliance to all standards of this RFB.

Required Coverage: All insurance necessary to protect and save harmless Valley Regional Transit, the Vehicles, the Equipment, and the Real Property and Facilities, including, without limitation, the insurance coverage specified in this Agreement.

Sub-Offeror: Is the subcontractor for which the Prime-Offeror is directly responsible.

Termination for Default: Termination caused by diminished service or scheduling; requirement compliance, plan implementation or failure to perform in a timely manner.

Termination for Impossibility: Termination in the event that funding source fails in any fiscal year to appropriate or otherwise makes available sufficient funds.

Valley Regional Transit: Regional Public Transportation Authority.

Valley Regional Transit Board: The duly appointed Board of Directors of Valley Regional Transit

12. SPECIAL CONTRACT TERMS AND CONDITIONS

- A. **DELIVERY:** Delivery of items/services initially shall be to Valley Regional Transit 700 NE 2nd St., Suite 100, Meridian, ID 83642.
- B. **SILENCE OF SPECIFICATION:** The apparent silence of this specification and supplemental specifications as to any detail, or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to be used. Any exception to this specification shall be cause for rejection. Valley Regional Transit reserves the right to verify specification compliance and other information with published sources as deemed necessary.
- C. **FAILURE TO DELIVER:** Contractor shall deliver the items/services and complete any required training in accordance with all of the terms and conditions herein. Failure to do so may be cause for the termination of the Contract. Contractor shall complete delivery within the time specified in Contractor's bid. Contractor shall notify Valley Regional Transit within one (1) day of receipt of order if delivery cannot be completed as required. Upon receipt of such notice, Valley Regional Transit reserves the right to cancel the order and make the purchase elsewhere. Failure to meet specified delivery requirements may result in Contract termination.
- D. **SUBCONTRACTING:** The requirement for Prime-Officer responsibility does not prohibit Sub-Officer or joint ventures provided that the successful Prime-Officer assumes the following responsibilities: The requirement for Prime-Officer responsibility does not prohibit Sub-Officer or joint ventures provided that the prime successful Prime-Officer assumes the following responsibilities: (1) serves as the sole general Prime-Officer with Valley Regional Transit; (2) assumes full responsibility for the performance of all its Sub-Officers, joint ventures, and other agents; (3) provides the sole point of contact for all activities through a single individual designated as project manager; (4) submits information with its bid documenting the financial standing and business history of each Sub-Officer or joint venture; and (5) submits copies of all subcontracts and other agreements proposed to document such arrangement. Without limiting the foregoing, any such legal documents submitted under item "(5)" must (a) make Valley Regional Transit a third-party beneficiary thereunder; (b) grant to Valley Regional Transit the right to receive notice of and cure any default by the successful Prime-Officer under the document; and (c) pass through to Valley Regional Transit any and all warranties and indemnities provided or offered by the Sub-Officer or similar party.
- E. **TAXES:** Valley Regional Transit is exempt from Federal and State taxes and will execute the required exemption certificates.

- F. **INDEMNIFICATION:** Prime-Offeror agrees to assume liability for and to indemnify and hold harmless Valley Regional Transit, its board members, officers, employees, agents, and attorneys from and against any and all liabilities, losses, damages, costs, payments, and expenses of every kind and nature (including attorney's fees and disbursements) ("Liabilities") as a result of claims, demands, actions, suits, proceedings, judgments, or settlements ("Claims") arising out of, or alleged to have arisen out of, or in any way relating to, or alleged to be relating to, the negligence of Prime-Offeror, or the execution, performance, nonperformance, or enforcement of the Agreement.
- G. **INDEPENDENT CONTRACTOR:** Prime-Offeror and any consultants or sub-contractors retained by Prime-Offeror shall at all times and for all purposes under this Agreement be considered independent contractors. Prime-Offeror and any consultants or sub-contractors retained by Prime-Offeror are not employees of Valley Regional Transit. They are not entitled employee benefits nor do they operate under the direct supervision and control of Valley Regional Transit, but are required to utilize independent judgment and professional skills under the parameters of this agreement.
- H. **INSURANCE, Required Coverage:** Prime-Offeror shall procure, maintain, and keep in force, at Prime-Offeror's expense, the Insurance Coverage as required below and shall cause Valley Regional Transit to be a named insured on all policies (except professional liability). Prime-Offeror shall provide Proof of Insurance to VALLEY REGIONAL TRANSIT prior to award. Proof of Insurance shall to include an additional insured endorsement. For the duration of the Agreement and until all work under the Agreement is completed, Prime-Offeror shall have and maintain, at Prime-Offeror's expense, the following types of insurance and shall comply with all limits, terms and conditions of such insurance.

Commercial General and Umbrella Liability Insurance: Commercial General Liability (CGL) Insurance and, if necessary, Commercial Umbrella covering bodily injury and property damage. This insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. Combined single limit shall not be less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate.

Workers' Compensation: Where required by law, the Contractor and its subcontractors, if any, shall maintain all statutorily required Workers Compensation coverage. Coverage shall include Employer's Liability, at minimum limits of \$500,000 per Accident, \$500,000 Disease, \$1,000,000 Policy Limit. The Contractor must maintain coverage issued by a surety licensed to write workers' compensation insurance in the state of Idaho or from a surety issued an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

Automobile Liability: Automobile Liability Insurance covering owned or non-owned vehicles. Combined single limit per occurrence shall not be less than \$1,000,000.

- I. **INVOICING:** The awarded Prime-Offeror will submit all invoices, with supporting documentation to: Valley Regional Transit, Attn: Accounts Payable, 700 NE 2nd Street, Suite 100, Meridian, ID 83642, or email to: generalaccounting@valleyregionaltransit.org. All Invoices through Valley Regional Transit are processed bi-weekly. The awarded Prime-Offeror can expect Valley Regional Transit to issue and mail payment within 45 days after receipt of invoice with regards to the terms set forth within this RFB.
- J. **GUARANTEE:** The successful Prime-Offeror will guarantee that the items, services and/or equipment being provided will meet or exceed the minimum specification requirements set forth herein. If Valley Regional Transit finds that the items, services or equipment supplied does not conform to these specifications or subsequently falls out of compliance during the term of the Agreement, the Prime-Offeror will be required, at their expense, to make all corrections necessary to bring the items, services and/or equipment into compliance.
- K. **CURRENCY:** All payments are payable in US currency.
- L. **STOP WORK ORDER:** Any “Stop Work Order” given to Awarded Offeror will cause all physical work to stop and a complete cessation of all expenditures, ordering of materials, etc., on the part of the Awarded Offeror and/or their assigns.
- M. **FORCE MAJEURE:** Except as otherwise provided herein, neither the vendor nor Valley Regional Transit shall be liable to the other for any delay or failure of performance of any provisions herein, nor shall any such delay or failure or performance constitute default hereunder, to the extent that such delay or failure is caused by force *majeure*. The term force *majeure*, as used herein shall mean without limitation: acts of God, such as epidemics; pandemics; lightning; earthquakes; fire, storms; hurricanes; tornadoes; floods; washouts; droughts, or other severe weather disturbances; explosions; arrests; restraint of government and people; and other such events or any other cause which could not be reasonably foreseen in the exercise of ordinary care, and which is beyond the reasonable control of the party affected and said party is unable to prevent.

PROPOSER will be required to demonstrate their proposed solutions “proof of concept.” The “proof of concept” must be demonstrated to a satisfactory level as determined by VRT whereby all features and functions of the Contractors proposed solution is demonstrated prior to contract award.
- N. **PROTEST OF CONTRACTOR PREQUALIFICATION OR CONTRACT AWARD:** If any participating proposer objects to such prequalification determination or to an award of a contract, such bidder shall respond in writing to the notice from the political subdivision within seven (7) calendar days of the date of transmittal of the notice, setting forth in such response the express reason or reasons that the award decision of the governing board is in error. Such a protest will be resolved according to the requirements of Idaho Code §§ 67-2805(2)(b)(iv) or (2)(b)(xi)-(xiii).
- O. **VALLEY REGIONAL TRANSIT PREROGATIVE:** Valley Regional Transit reserves the right to contract with any single firm or joint venture responding to this RFB (without

performing interviews), based solely upon its evaluation and judgment of the firm or joint venture in accordance with the evaluation criteria. This RFB does not commit Valley Regional Transit to negotiate a contract, nor does it obligate Valley Regional Transit to pay for any costs incurred in preparation and submission of bids or proposals or in submission of a contract. Valley Regional Transit reserves and holds at its discretion the following rights and options in addition to any others provided by Valley Regional Transit: (1) to reject any or all of the bids or proposals; (2) to issue subsequent requests for bids or proposals; (3) to elect to cancel the solicitation; (4) to waive minor informalities and irregularities in bids or proposals received; (5) to enter into a contract with any combination of one or more prime contractors, subcontractors, or service providers; (6) to approve or disapprove the use of proposed subcontractors and substitute subcontractors; and (7) to negotiate with any, all, or none of the respondents to the RFB.

- P. **NONDISCRIMINATION:** Valley Regional Transit will not discriminate with regard to race, color, creed, national origin, sex, age, or disability in the consideration for award of contract.
- Q. **ALTERATION OF BID DOCUMENT:** Offeror must not alter this document so as to change any portion except as required in order to submit their pricing and their acknowledgement of acceptance of the terms and conditions included herein. Any changes other than those allowed will be grounds for non-acceptance and rejection of your bid.
- R. **OFFEROR RESPONSE, No Additional Terms and Conditions:** Valley Regional Transit objects to and shall not consider any additional terms or conditions submitted by an Offeror, including any appearing in documents
- S. **EXECUTION OF CONTRACT:** All required bonds and insurance certificates (see Part II, § 8, Insurance, below) must be received at Valley Regional Transit's Administrative Office no later than ten (10) calendar days after the date of notification of intent to award by Valley Regional Transit. In the event the apparently successful Bidder does not submit any or all of the aforementioned documents on or before the required deadline, Valley Regional Transit may award the contract to another Bidder; in such event, Valley Regional Transit shall have no liability and said party shall have no remedy of any kind against Valley Regional Transit.
- T. **CONTRACT ADMINISTRATION:** Kevin Womack at Valley Regional Transit shall assist in the central administration for this contract: 700 NE 2nd St. Suite 100 Meridian, ID 83642 (208) 258-2737.

13. OFFEROR ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA

ADDENDA	DATE
1.	
2.	
3.	
4.	

Prime-Offerer (General Information)

<p>Acknowledgement: I have read the Professional Services Agreement and agree to the terms of the agreement.</p>	
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Name of Company: _____

The undersigned certifies as follows:

1. That he/she has read and understands all requirements and specifications of the request for bid; and
2. That he/she agrees to all requirements, specifications, terms, and conditions of the request for bid referenced above; and
3. That he/she will furnish the designated item(s) and /or service(s) as proposed in the request for bid; and
4. That he/she certifies under penalty of perjury that the Prime-Offerer is, to the best of his/her knowledge, not in violation of any Idaho tax law; and
5. That his/her company has been certified as one of the following registered business classifications:

DBE ____ Corporation ____ Other, identify: _____

Idaho Resident Bidder? ___Yes ___No

Federal Tax I.D. Number: _____

DUNS Number: _____

Firm's Address: _____

Firms Contact Person: _____ Title: _____

Telephone: _____ Email: _____

Project Manager and Title if different from Contact Person: _____

Name: Title _____

Contact Phone: _____ Contact e-mail: _____

Address where correspondence should be sent:

Listing Sub-Offerors proposed (if applicable), their phone numbers, and areas of responsibility (indicate which firms are DBE's):

Prime-Offeror understands and agrees that, by his/her signature, if awarded the contract for the project, he/she is entering into a contract with Valley Regional Transit that incorporates the terms and conditions of the entire Request for Bids package, including the General Conditions section of the Request for Bids.

Prime-Offeror understands that this bid constitutes a firm offer to Valley Regional Transit that cannot be withdrawn for ninety (90) calendar days from the date of the deadline for receipt of bids. If awarded the contract, Prime-Offeror agrees to deliver to Valley Regional Transit the required insurance certificates and performance bond if applicable within ten (10) calendar days of the notice of award.

Prime Offeror:

Prime-Offeror's Signature

Date

14. REQUIRED REFERENCES

THIS PAGE MUST BE COMPLETED AND RETURNED AS PART OF YOUR BID RESPONSE

Responses received without the required references cannot be considered and will be rejected. Proposer is to provide a list of three (3) firms currently using your services and other services similar to those being required herein for Valley Regional Transit. For each reference provide a contact name and contact information sufficient to allow Valley Regional Transit to contact the firm and receive a reference.

PROPOSERS (Company) Name: _____

REQUIRED REFERENCES

1. Company Name: _____

Address: _____

Contact Name: _____

Contact Phone: _____

Email: _____

2. Company Name: _____

Address: _____

Contact Name: _____

Contact Phone: _____

Email: _____

3. Company Name: _____

Address: _____

Contact Name: _____

Contact Phone: _____

Email: _____

15. CERTIFICATIONS & AFFIDAVIT Proposer to complete as indicated below

DEBARMENT AND SUSPENSION CERTIFICATION (LOWER TIER COVERED TRANSACTION)

(To be submitted with a bid or Offer exceeding the small purchase threshold for Federal assistance programs, currently \$100,000.)

The prospective lower tier participant (Offeror) certifies, by submission of this Offer, that neither it nor its “principals” as defined at 49 C.F.R. § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective lower tier participant (Offeror) is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an “X” in the following space _____.

THE OFFEROR, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

16. CONFLICT OF INTEREST AFFIDAVIT

The undersigned, being first duly sworn on oath states on behalf of the Contractor:

Conflict of Interest - That the Contractor, by entering into this contact with Valley Regional Transit is to perform or provide work, services or materials to Valley Regional Transit, has thereby covenanted, and by this affidavit does again covenant any such interest, which conflicts in any manner or degree with the services required to be performed under this contract and that it shall not employ any person or agent having any such an interest. In the event that the Contractor, its agents, employees, or representatives, hereafter acquire such a conflict of interest, it shall immediately disclose such interest to Valley Regional Transit and take action immediately to eliminate the conflict or to withdraw from this contract, as Valley Regional Transit may require.

Contingent Fees and Gratuities - That the Contractor, by entering into this contract with Valley Regional Transit to perform or provide services or materials for Valley Regional Transit has thereby covenanted, and by this affidavit does again covenant and assure:

1. That no person or selling agency except employees or designated, agents or representatives of the Contractor has been employed or trained to solicit or secure this contract with an agreement or understand that a commission, percentage, brokerage, or contingent fee would be paid; and
2. That no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of Valley Regional Transit or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

Company Name: _____

By: _____

Title: _____

17. LOBBYING CERTIFICATION

LOBBYING CERTIFICATION

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

The Bidder or Offeror certifies, to the best its 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 a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. 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 thereof.

(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 instruction, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE OFFEROR, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Signature of the Bidder or Offerors Authorized Official _____

Name, Title of the Bidder or Offerors Authorized Official _____

Date _____

18. FTA REQUIREMENTS FOR CONSTRUCTION CONTRACTS

GENERAL: This Contract is subject to the terms of a financial assistance contract between Authority and the Federal Transit Administration (FTA) of the United States Department of Transportation.

A. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts - Applicable to all contracts.

Flow Down - Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language - While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government –

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

B. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

1. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the services to be provided under this Agreement. Upon execution of this Agreement, 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 this Agreement or the FTA assisted project for which the work under this Agreement is being performed. In addition to other penalties that may be applicable, 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 Contractor to the extent the Federal Government deems appropriate.

2. Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.
3. The Program Fraud clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

C. ACCESS TO RECORDS AND REPORTS

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 this Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records. Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. Contractor shall maintain all books, records, accounts and reports required under this Agreement for a period of at not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto. Contractor agrees to provide VRT, FTA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Contractor which are related to this Agreement as may be reasonably required. Contractor also agrees to provide FTA or its authorized representatives, including any PMO Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving Federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Contractor agrees to permit VRT, FTA and their contractors' access to the sites of performance under this Agreement as reasonably may be required.

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

D. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA (28) dated February 19, 2021, as amended from time to time) between VRT and FTA, as they may be amended or

promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

E. EQUAL EMPLOYMENT OPPORTUNITY (not applicable to contracts for standard commercial supplies and raw materials): In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or application for employment because of race, color, creed, national origin, sex, age, or disability. The Contractor shall take their employment, without regard to their race, religion, color, sex national origin, etc. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

F. CIVIL RIGHTS: Contractor shall at all times comply with the following requirements and comply with any implementing requirements FTA may issue:

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, 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.
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, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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.
3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90,

and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

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

G. TERMINATION

1. **For Convenience.** VRT, in its sole discretion, may terminate this Agreement or any Statement of Work, in whole or in part, at any time, with or without cause, and without liability except for required payment for services rendered, and reimbursement for authorized expenses incurred, prior to the termination date, by providing at least sixty (60) days' prior written notice to Contractor, which notice will specify the nature, extent, and effective date of the termination. If the termination is for the convenience of VRT, VRT may, in its sole direction, make an equitable adjustment in the Fee (without allowance for anticipated profit on unperformed services). If the termination is for failure of Contractor to fulfill this Agreement obligations, as set forth below, VRT may complete the work itself or through another contractor, and Contractor shall be liable for any additional cost incurred by VRT. If, after termination for cause, it is determined that 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 VRT.
2. **For Lack of Funds.** If sufficient funds are not provided from applicable Federal, state, local or other sources to permit VRT in the exercise of its reasonable administrative discretion to continue this Agreement, or if VRT or the program for which this Agreement was executed is abolished, VRT may terminate this Agreement without further liability by giving Contractor not less than thirty (30) days written notice. Contractor shall include the immediately preceding clause in each subcontract in excess of \$10,000 that is financed in whole or in part with Federal assistance provided by FTA.
3. **For Cause.** VRT, in its sole discretion, may terminate this Agreement or any Statement of Work, in whole or in part, at any time, by providing written notice of default to Contractor in any one of the following circumstances: (a) if Contractor fails to perform the services within the time specified in any Statement of Work; or (b) if Contractor fails to perform any of the other provisions of this Agreement in accordance with its terms, and in either of these two circumstances not cure such default or commence curing the same within a period of ten (10) days (or such longer period as VRT may authorize in writing) after receipt of notice from VRT specifying such failure. If it is later determined by VRT that 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 Contractor, VRT, may allow

Contractor to continue work (after setting up a new performance schedule), or treat the termination as a termination for convenience.

4. Partial Termination. Contractor shall continue performance of this Agreement to the extent not terminated. VRT shall have no obligations to Contractor with respect to the terminated part of this Agreement except as provided in this Agreement. In case of Contractor's default, VRT's rights as set forth herein shall be in addition to VRT's other rights in law or equity.

5. Remedies. Termination of this Agreement by VRT shall not in any way operate to preclude VRT from pursuing all available remedies against Contractor and its sureties for any breach or default. In the event that VRT elects to waive its remedies for Contractor's breach or default, such waiver shall not limit VRT's remedies for any succeeding breach or default. Termination of this Agreement by either Party for any reason shall not affect the rights and obligations of the Parties accrued prior to the effective date of termination.

H. DISADVANTAGED BUSINESS ENTERPRISE (FTA Terms) STATUS

1. It is the policy of VRT and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of VRT to:
 - (i) Ensure nondiscrimination in the award and administration of DOT-assisted contracts; and
 - (ii) Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts; and
 - (iii) Ensure that the DBE program is narrowly tailored in accordance with applicable law; and
 - (iv) Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's; and
 - (v) Help remove barriers to the participation of DBEs in DOT assisted contracts;
 - (vi) To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
 - (vii) Assist in the development of firms that can compete successfully in the marketplace outside the DBE program
2. This Agreement is subject to 49 C.F.R. part 26 and 2 C.F.R. § 200.321. Therefore, Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Agreement. VRT shall make all determinations with regard to whether or not Contractor is in compliance with the requirements stated herein. In assessing compliance, VRT may consider during its review of Contractor's

submission package and Contractor's documented history of non-compliance with DBE requirements on previous contracts with VRT.

3. Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include the following:
4. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
5. Assuring the small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
6. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
7. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
8. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
9. Requiring all subcontractors to take the affirmative steps above. (2 C.F.R § 200.321)
10. Contractor and its subrecipients and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as VRT deems appropriate.
11. Should DBE status, as defined under Federal regulations, be claimed by Contractor, Contractor agrees to furnish written evidence of DBE certification from a governmental entity. Subsequent failure to furnish such proof may be considered by VRT as grounds for termination of this agreement.
12. When sub-agreements with other parties are required to fulfill the Work Program described in Exhibit A, Contractor agrees to notify VRT of these contract opportunities and to seek qualified DBE firms from the published Idaho Transportation Department list (available from VRT) to perform the work. Contractor will notify VRT of the dollar value of the sub-agreement and the DBE status of any subcontractor or service provider. When DBE status is claimed for these subcontractors or service providers, Contractor shall provide VRT of written proof of DBE certification.
13. Contractor must promptly notify VRT, whenever a DBE sub-consultant performing work related to this Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE sub-consultants to perform at least the same amount of work. Contractor may not terminate any DBE sub-consultants

and perform that work through its own forces or those of an affiliate without prior written consent of VRT

14. Contractor shall include this clause in each subcontract financing in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the clause.

15. The provisions of this Section are applicable if this Agreement is expected to exceed \$250,000. In the event that this Agreement is not expected to exceed \$250,000, the provisions of this Section are inapplicable.

I. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS (FTA Circular 4220.1F)

Incorporation of Federal Transit Administration (FTA) Terms - The provisions of this Agreement include, in part, certain standard terms and conditions required by the United States Department of Transportation ("DOT"), whether or not expressly set forth in this Agreement. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, as revised, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request by VRT which would cause VRT to be in violation of the FTA terms and conditions.

J. FEDERAL PRIVACY ACT REQUIREMENTS - 5 U.S.C. 552

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

K. AMERICANS WITH DISABILITIES ACT (ADA)

Accessibility. Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 et seq.; DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCBDOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference into Appendix A of its regulations at 49 CFR Part 37 the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities. DOT also added specific provisions to Appendix A of 49 CFR Part 37 modifying the ADAAG,

with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments.

L. BREACHES AND DISPUTES RESOLUTION

- 1. Disputes.** VRT and Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the Parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the Parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within VRT and Contractor's organization. In the event that a resolution of the dispute is not mutually agreed upon, the Parties can agree to mediate the dispute or proceed with litigation.
- 2. Performance during Dispute.** Unless otherwise directed by VRT, Contractor shall continue performance under this Agreement while matters in dispute are being resolved and Contractor shall continue to be paid undisputed amounts.
- 3. Claims for Damages.** Should either party to this Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- 4. Remedies.** Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between VRT 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 VRT is located
- 5. Rights and Remedies.** The duties and obligations imposed by this Agreement 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 VRT or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement, 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.

M. CLEAN AIR ACT AND CLEAN WATER ACTS

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 and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. In addition, Contractor will not use any facilities placed on (or likely to be placed on) the EPA "List of Violating Facilities." Contractor agrees to report each violation of this Section to VRT. Contractor understands and acknowledges that VRT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

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

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

O. Buy America. Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11. Contractor agrees to submit a certification to VRT of its compliance with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 with respect to any bids or offers made in connection with this Agreement. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

1. The Buy American requirement flows down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

P. Employee Protections.

1. Contractor represents and warrants that a copy of the current prevailing wage determination issued by the DOL has been provided to VRT in connection with the RFB.
2. Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5. Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such

records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.

3. If this Agreement meets the definition of a prime construction, alteration or repair contract in excess of \$2,000 awarded by FTA, then Contractor agrees to comply with the terms of this Section 12.12.3. 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. Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, 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, Contractor agrees to pay wages not less than once a week. Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." 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.
4. If Contractor's performance of this Agreement involves the employment of mechanics or laborers and the value of this Agreement is in excess of \$100,000, then Contractor agrees to comply with the terms of this Section 12.12.4. Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence. In the event of any violation of the clause set forth herein, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to

each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

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

Q. Energy Conservation. 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.

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

R. Debarment and Non-procurement. Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award;
or
6. Disqualified from participation in any federally assisted Award.

The certification in Section 12.15 is a material representation of fact relied upon by VRT. If it is later determined by VRT that Contractor knowingly rendered an erroneous certification, in addition to remedies available to VRT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, during the term of this Agreement.

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

S. Lobbying Limitations and Certification. By executing this Agreement, Contractor certifies that, to the best of Contractor's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, 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, Contractor 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).
3. 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.
4. 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.
5. The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

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

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

T. Safe Operation of Motor Vehicles. 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 Contractor or VRT. 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 agreement.

U. Bonding Requirements.

For all contracts with an estimated value of \$50,000 or more, the Offeror will provide a performance and payment bond in an amount equal to the estimated value of the work. Such performance and payment bond will be issued by a surety acceptable to VRT.

V. VETERANS EMPLOYMENT. 49 U.S.C. 5325 (k)

1. To the extent practicable, Contractor agrees that it:
 - i. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
 - ii. Will not 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, and
2. Contractor also assures that its sub-contractor will:

- i. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and
- ii. Will not 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.

EXHIBIT A

Construction Services Agreement Sample

CONSTRUCTION SERVICES AGREEMENT CSA 2021-10-20, On-Call HVAC Services

THIS CONSTRUCTION SERVICES AGREEMENT is made effective this (Month, Day, Year) by and between **Valley Regional Transit** (hereinafter referred to as “VRT”) and (**Vendor**) (hereinafter referred to as “Contractor”).

WITNESSETH:

WHEREAS, the project contemplated by this Agreement is of mutual interest and benefit to Contractor and to VRT.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to the following:

ARTICLE 1 - SCOPE OF WORK

1.1 Contractor agrees to perform the tasks outlined in the Request for Bid 2021-10-20 scope of work and Exhibit A under the direction and review of VRT Executive Director or designated person(s).

1.2 Contractor’s project manager shall be (Name of project manager), who is responsible for carrying out the provisions of this agreement and coordinating with subcontractors, where appropriate.

1.3 Any substantive changes, supplements and/or additions to the Request for Bid shall be covered by the provisions of Article 12 – Agreement Modification.

ARTICLE 2 - DURATION

2.1 This Agreement shall continue from the “base” year of (Start Date, Month, Day, Year - End date Month, Day, Year): A three (3) year period of time commencing on the above date, with the option to renew upon mutual agreement of both parties an additional one (1) one year term.

ARTICLE 3 - CONFERENCES

3.1 During the term of this Agreement, representatives of Contractor will meet with representatives of VRT at times and places mutually agreed upon to discuss the progress and results, as well as ongoing plans, or changes therein, of Project to be performed hereunder.

ARTICLE 4 - COSTS, BILLINGS, AND OTHER SUPPORT

4.1 It is agreed to and understood by the parties hereto that, subject to any modifications to this Agreement, Contractor will invoice per the pricing submitted in Exhibit B – Vendor Bid. Further, the cost principals of 2 C.F.R. Part 200, Subpart E shall apply to the calculation and determination of allowable costs to be paid to Contractor or reimbursed to

Contractor. The awarded vendor will be paid in US Dollars and can expect payment within 45 days after receipt of invoice.

ARTICLE 5 - INDEPENDENT CONTRACTOR

5.1 In the performance of all services hereunder:

5.1.1 Contractor shall be deemed to be and shall act as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Agreement. VRT is not responsible for withholding, and shall not withhold FICA or other employment taxes of any kind from any payments which it owes Contractor. VRT shall issue Contractor a 1099 rather than a W-2 form. Contractor is not entitled to receive any benefit which employees of VRT are entitled to receive, if any, and Contractor shall not be entitled to workers' compensation, unemployment compensation, medical insurance life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of Contractor's work for VRT. Contractor shall maintain Contractor's own occupational licenses in any and all cities and counties, as may be required by applicable law. Contractor shall furnish VRT with current certificates and proofs of payment that Contractor has coverage for workers' compensation insurance, general liability insurance, motor vehicle insurance and such other insurance as VRT may require of Contractor from time to time.

5.1.2 This Agreement does not create an employer-employee relationship between VRT and Contractor, and this Agreement is not a contract for future employment or future engagement.

5.1.3 Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

ARTICLE 6 - INDEMNIFICATION

6.1 Contractor shall indemnify, defend, and hold harmless VRT, its members, directors, officers, employees, and agents, from and against any and all claims, damages, liabilities, suites, administrative proceedings, and expenses, including attorney fees and costs, resulting from a breach of this Agreement by Contractor or any errors or omissions of Contractor, or any agent, employee, or subcontractor of Contractor, in the performance of this Agreement.

6.2 If either party files an action to enforce this Agreement, or which arises out of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees and costs of suit including attorney's fees and costs of litigation, arbitration, and including appeals.

ARTICLE 7 - PROPRIETARY INFORMATION

7.1 Contractor agrees it will keep confidential and not use any material or information furnished by VRT for any purpose whatsoever other than as herein specified without prior written consent of VRT.

ARTICLE 8 - DISCLOSURE

8.1 Contractor shall not disclose information concerning work under this Agreement to any third party, unless such disclosure is necessary for the performance of the Agreement effort. No news release, public announcement, denial or confirmation of any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written consent of VRT. The restrictions of this paragraph shall continue in effect until completion or termination of this Agreement for such period of time as may be mutually agreed upon in writing by the parties. In the absence of a written established period, no disclosure is authorized. Failure to comply with the provisions of this paragraph may be cause for termination of this Agreement. This provision applies to periods during and after the Agreement Period.

ARTICLE 9 - GOVERNING LAW

9.1 This Agreement shall be governed and construed in accordance with the federal law, the laws of the state of Idaho, and any applicable local ordinances of governmental entities located within the VRT service area. The parties agree that the counties of either Ada or Canyon, State of Idaho, are the proper venue for any action arising out of this Agreement.

ARTICLE 10 - ASSIGNMENT

10.1 This Agreement shall not be assigned by either party without the prior written consent of the parties hereto.

ARTICLE 11 - TERM

11.1 This Agreement shall become effective upon the date first herein above written and shall continue in effect for the full duration of the Agreement Period unless sooner terminated in accordance with the provisions of this Agreement. The parties hereto may, however, extend the term of this Agreement for additional periods as desired upon mutually agreeable terms and conditions, which the parties reduce to writing and sign.

ARTICLE 12 - AGREEMENT MODIFICATION

12.1 Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the parties hereto. Any written amendment modifying this Agreement shall address cost increase or decrease and time of completion increase with reference to the final completion date and the date the final report is due.

ARTICLE 13 - DEFAULT

13.1 VRT may, by written notice of default to Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances: (a) if Contractor fails to perform the services within the time specified herein or any extension thereof; or (b) if Contractor fails to perform any of the other provisions of this Agreement in accordance with its terms, and in either of these two circumstances not cure such default or commence curing the same within a period of ten days (or such longer period as VRT may authorize in writing) after receipt of notice from VRT specifying such failure.

13.2 Contractor shall continue performance of this Agreement to the extent not terminated. VRT shall have no obligations to Contractor with respect to the terminated part

of this Agreement except as herein provided. In case of Contractor's default, VRT' rights as set forth herein shall be in addition to VRT' other rights although not set forth in this Agreement.

13.3 Contractor shall not be liable for damages resulting from default due to causes beyond Contractor's control and without Contractor's fault or negligence.

ARTICLE 14 - NON-WAIVER OF RIGHTS

14.1 The failure of VRT to insist upon strict performance of any of the terms and conditions in this Agreement, or to exercise any rights or remedies, shall not be construed as a waiver of its right to assert any of the same or to rely on any such terms or conditions at any time thereafter. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other parts hereof.

ARTICLE 15 - TERMINATION

15.1 VRT may terminate this Agreement in whole or in part, for VRT's convenience or because of the failure of Contractor to fulfill its obligations under this Agreement. VRT shall terminate by delivering to Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to VRT's Executive Director all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process. If the termination is for the convenience of VRT, the Executive Director shall make an equitable adjustment in the Cost of Work but shall allow no anticipated profit on unperformed services. If the termination is for failure of Contractor to fulfill this Agreement obligations, as set forth below, VRT may complete the work by contract or otherwise and Contractor shall be liable for any additional cost incurred by VRT. If, after termination for failure to fulfill contract obligations, it is determined that 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 VRT.

15.2 If Contractor fails to perform in the manner called for in this Agreement, or if Contractor fails to comply with any other provisions of this Agreement, VRT may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor will only be paid for services performed in accordance with the manner of performance set forth in this Agreement. If it is later determined by VRT that 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 Contractor, VRT, after setting up a new performance schedule, may allow Contractor to continue work, or treat the termination as a termination for convenience.

15.3 VRT in its sole discretion may, in the case of a termination for breach or default, allow Contractor ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to VRT's satisfaction the breach or default or any of the terms, covenants, or conditions of this Agreement within ten (10) calendar days after receipt by Contractor or written notice from VRT setting forth the nature of said breach or default, VRT shall have the right to terminate this Agreement without any further obligation to

Contractor. Any such termination for default shall not in any way operate to preclude VRT from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

15.5 Termination of this Agreement by either party for any reason shall not affect the rights and obligations of the parties accrued prior to the effective date of termination of this Agreement. No termination of this Agreement, however effectuated, shall affect VRT's rights and duties or release the parties hereto from their rights and obligations under Articles 4 and 5.

15.6 If sufficient funds are not provided from applicable Federal, state, local or other sources to permit VRT in the exercise of its reasonable administrative discretion to continue this Agreement, or if VRT or the program for which this Agreement was executed is abolished, VRT may terminate this Agreement without further liability by giving Contractor not less than thirty (30) days written notice.

15.7 Contractor agrees to include the above clause in each subcontract in excess of \$10,000 which is financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-consultants who will be subject to its provisions

ARTICLE 16 - ENTIRE AGREEMENT

16.1 Upon acceptance of this Agreement, Contractor agrees that the provisions under this Agreement, including all documents incorporated herein by reference, shall constitute the entire Agreement between the hereto, and supersede all prior agreements relating to the subject matter hereof. This Agreement may not be modified or terminated orally, and no modification or any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom such modification or waiver is sought to be enforced.

ARTICLE 17 - DISADVANTAGED BUSINESS ENTERPRISES (DBE) STATUS

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

- Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
- Ensure that the DBE program is narrowly tailored in accordance with applicable law;

- Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
- Help remove barriers to the participation of DBEs in DOT assisted contracts;
- To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
- Assist in the development of firms that can compete successfully in the marketplace outside the DBE program

17.2 This Agreement is subject to 49 C.F.R. part 26 and 2 C.F.R. § 200.321. Therefore, Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Agreement. VRT shall make all determinations with regard to whether or not Contractor is in compliance with the requirements stated herein. In assessing compliance, VRT may consider during its review of Contractor's submission package and Contractor's documented history of non-compliance with DBE requirements on previous contracts with VRT.

17.3 Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include the following:

17.3.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

17.3.2 Assuring the small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

17.3.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

17.3.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises:

17.3.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and Requiring all subcontractors to take the affirmative steps above. (2 C.F.R § 200.321)

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

17.5 Should DBE status, as defined under Federal regulations, be claimed by Contractor, Contractor agrees to furnish written evidence of DBE certification from a governmental entity. Subsequent failure to furnish such proof may be considered by VRT as grounds for termination of this agreement.

17.6 When sub-agreements with other parties are required to fulfill the Work Program described in Request for Bid, Contractor agrees to notify VRT of these contract opportunities and to seek qualified DBE firms from the published Idaho Transportation Department list (available from VRT) to perform the work. Contractor will notify VRT of the dollar value of the sub-agreement and the DBE status of any subcontractor or service provider. When DBE status is claimed for these subcontractors or service providers, Contractor shall provide VRT of written proof of DBE certification.

17.7 Contractor must promptly notify VRT, whenever a DBE sub-consultants performing work related to this Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE sub-consultants to perform at least the same amount of work. Contractor may not terminate any DBE sub-consultants and perform that work through its own forces or those of an affiliate without prior written consent of VRT

17.8 Contractor shall include this clause in each subcontract financing in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the clause.

17.9 The provisions of this Section 17 are applicable if this Agreement is expected to exceed \$250,000. In the event that this Agreement is not expected to exceed \$250,000, the provisions of this Section 17 are inapplicable.

ARTICLE 18 - FEDERAL CONTRACTING REQUIREMENTS

18.1 All work performed under this Agreement shall meet the requirements of federal and state law including but not limited to the following:

18.2 Incorporation of Federal Transit Administration (“FTA”) Terms. The provisions of this Agreement include, in part, certain standard terms and conditions required by the United States Department of Transportation (“DOT”), whether or not expressly set forth in the preceding provisions of this Agreement. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, as revised, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request by VRT which would cause VRT to be in violation of the FTA terms and conditions.

18.2.1 Contractor shall include this clause in each subcontract financing in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the clause

18.3 Federal Changes. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA (23) dated October 1, 2016) between VRT and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

18.4 Civil Rights. The following requirements apply to this Agreement:

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

18.4.2 Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Agreement:

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

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

prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

18.4.2.3 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, Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

18.5.1 Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the services to be provided under this Agreement. Upon execution of this Agreement, 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 this Agreement or the FTA assisted project for which the work under this Agreement is being performed. In addition to other penalties that may be applicable, 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 Contractor to the extent the Federal Government deems appropriate.

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

18.5.3 Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractor to include this clause in any lower tier subcontract. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

18.6 No Obligation by the Federal Government.

18.6.1 VRT and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Agreement, absent the express written consent by the Federal Government, the Federal

Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to VRT, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this Agreement.

18.6.2 Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

18.7 Federal Privacy Act Requirements.

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

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

18.8 Records Disclosure.

18.8.1 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 this Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

18.8.2 Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. Contractor shall maintain all books, records, accounts and reports required under this Agreement for a period of at not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

18.8.3 Contractor agrees to provide VRT, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees to provide the FTA Administrator or his/her authorized

representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

18.8.4 Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

18.8.5 Contractor agrees to permit VRT, FTA and their contractors access to the sites of performance under this Agreement as reasonably may be required.

18.9 Energy Conservation. 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.

18.9.1 Contractor shall include this clause in each subcontract financing in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the clause.

18.10 Breaches and Dispute Resolution.

18.10.1 Disputes. Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of VRT's Executive Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon Contractor and Contractor shall abide by the decision.

18.10.2 Performance During Dispute. Unless otherwise directed by VRT, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

18.10.3 Claims for Damages. Should either party to this Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

18.10.4 Remedies. Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between VRT 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 VRT is located

18.10.5 Rights and Remedies. The duties and obligations imposed by this Agreement 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 VRT or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement, 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.

18.10.6 Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract. It is further agreed that the clauses shall not be modified, except to identify the sub-consultants who will be subject to the provisions.

18.11 Fly America.

18.11.1 Fly America Requirements. Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

18.12 Water Pollution.

18.12.1 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 . Contractor agrees to report each violation to VRT and understands and agrees that VRT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

18.12.2 Contractor shall include this clause in each subcontract financing in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the clause.

18.12.3 The provisions of this Section 18.12 are applicable if this Agreement is expected to exceed \$150,000. In the event that this Agreement is not expected to exceed \$150,000, the provisions of this Section 18.12 are inapplicable.

18.13 Clean Air Act.

18.13.1 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 . Contractor agrees to report each violation to VRT and understands and agrees that VRT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

18.13.2 Contractor shall include this clause in each subcontract financing in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the clause.

18.13.3 Applicability. The provisions of this Section 18.13 are applicable if this Agreement is expected to exceed \$150,000. In the event that this Agreement is not expected to exceed \$150,000, the provisions of this Section 18.13 are inapplicable.

18.14 Lobbying Limitations and Certification.

By executing this Agreement, Contractor certifies that, to the best of his or her knowledge and belief, that:

18.14.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, 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.

18.14.2 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, Contractor 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).

18.14.3 Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

18.14.4 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.

18.14.5 Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract. It is further agreed that the clauses shall not be modified, except to identify the sub-consultants who will be subject to the provisions.

18.14.6 The provisions of this Section 18.14 are applicable if this Agreement is expected to exceed \$100,000. In the event that this Agreement is not expected to exceed \$100,000, the provisions of this Section 18.14 are inapplicable.

18.15 Contracts Involving Experimental, Development, Or Research Work

18.15.1 This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Agreement. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by this Agreement. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of this Agreement.

18.15.1.1 The Federal Government reserves a royalty -free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

- (a) Any subject data developed under this Agreement, whether or not a copyright has been obtained; and
- (b) Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

18.15.1.2 Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Agreement agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of this Agreement, or a copy of the subject data first produced under this Agreement for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Agreement, is not completed for any reason whatsoever, all data developed under this Agreement shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

18.15.1.3 Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

18.15.1.4 Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

18.15.1.5 Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Agreement is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

18.15.1.6 The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

18.15.2 Patent Rights. The following requirements apply to each contract involving experimental, developmental, or research work:

18.15.2.1 General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, VRT and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

18.15.2.2 Unless the Federal Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), VRT and Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

18.15.2.3 Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

18.16 Debarment and Non procurement

18.16.1 Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to this Agreement and all related contract at any level irrespective of the contract amount. As such, Contractor certifies that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

18.16.1.1 Debarred from participation in any federally assisted Award;

18.16.1.2 Suspended from participation in any federally assisted Award;

18.16.1.3 Proposed for debarment from participation in any federally assisted Award;

18.16.1.4 Declared ineligible to participate in any federally assisted Award;

18.16.1.5 Voluntarily excluded from participation in any federally assisted Award; or

18.16.1.6 Disqualified from participation in ay federally assisted Award.

18.16.2 The certification in Section 18.16.1 is a material representation of fact relied upon by VRT. If it is later determined by VRT that Contractor knowingly rendered an erroneous certification, in addition to remedies available to VRT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, during the term of this Agreement.

18.17 Contractor agrees to include the above two clauses in each subcontract expected to equal or exceed \$25,000 or subject to a federally required audited which is financed in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract which satisfy either or both of these prerequisites. It is further agreed that the clauses shall not be modified, except to identify the sub-consultants who will be subject to the provisions.

18.18 Employee Protections.

18.18.1 Contractor represents and warrants that a copy of the current prevailing wage determination issued by the DOL has been provided to VRT in connection with the RFB.

18.18.2 Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5. Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.

18.18.3 If this Agreement meets the definition of a prime construction, alteration or repair contract in excess of \$2,000 awarded by FTA, then Contractor agrees to comply with the terms of this Section 12.12.3. 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. Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, 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, Contractor agrees to pay wages not less than once a week. Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." 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.

18.18.4 If Contractor's performance of this Agreement involves the employment of mechanics or laborers and the value of this Agreement is in excess of \$100,000, then Contractor agrees to comply with the terms of this Section 12.12.4. Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence. In the event of any violation of the clause set forth herein, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

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

18.19 Recovered Materials

18.19.1 Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247. 2 C.F.R. §200.322.

18.19.2 Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract. It is further agreed that the clauses shall not be modified, except to identify the sub-consultants who will be subject to the provisions.

18.20 Veterans Employment. 49 U.S.C. 5325 (k)

18.20.1 To the extent practicable, Contractor agrees that it:

18.20.1.1 Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and

18.20.1.2 Will not 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, and

18.20.2 Contractor also assures that its sub-contractor will:

18.20.2.1 Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and

18.20.2.1.Will not 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.

18.21 Bonding Requirements.

For all contracts with an estimated value of \$50,000 or more, the Offeror will provide a performance and payment bond in an amount equal to the estimated value of the work. Such performance and payment bond will be issued by a surety acceptable to VRT.

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

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

18.23 Safe Operation of Motor Vehicles.

18.23.1 Seat Belt Use. 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 Contractor or VRT.

18.23.2 Distracted Driving. 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 Agreement.

18.23.3 Flow Down. Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract. It is further agreed that the clauses shall not be modified, except to identify the sub-consultants who will be subject to the provisions.

18.24 Buy American. Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11. Contractor agrees to submit a certification to VRT of its compliance with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 with respect to any bids or offers made in connection with this Agreement. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

18.24.1 The Buy American requirement flows down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THESE PRESENTS TO BE EXECUTED IN DUPLICATE AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

CONTRACTOR: (VENDOR NAME)

Date: _____

By: _____

Contractor Signature

Address

City/State/ZIP Code

Federal Employer #SS#

DUNS # _____

VRT EXECUTIVE DIRECTOR:

Date: _____

By: _____

Kelli Badesheim

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
VENDOR PRICING

Pricing:

Hourly Service Rate (for standard service work)	\$
After Hours Service Rate (weekends & after 7PM)	\$
Material Mark Up Percentage	%

Exhibit C

Wage Determination for Ada County, Idaho

"General Decision Number: ID20210025 05/21/2021

Superseded General Decision Number: ID20200025

State: Idaho

Construction Type: Building

County: Ada County in Idaho.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number

Publication Date

0 01/01/2021
 1 02/12/2021
 2 02/26/2021
 3 05/21/2021

BRID0003-002 06/01/2019

	Rates	Fringes
BRICKLAYER.....	\$ 30.00	17.78

-
 ELEC0291-001 12/06/2019

	Rates	Fringes
ELECTRICIAN.....	\$ 31.65	6%+13.26

-
 ELEV0038-001 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.55	34.765

-
 IRON0732-002 06/01/2020

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 27.15	19.85

-
 LABO0155-006 01/01/2021

	Rates	Fringes
LABORER: Mason Tender (Cement/Concrete & Brick) Group 4.....	\$ 29.14	14.00

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 SFID0669-001 01/01/2021

	Rates	Fringes
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SPRINKLER FITTER (Fire Sprinklers).....	\$ 34.00	25.20
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* SHEE0055-004 08/01/2020

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation).....	\$ 28.00	18.84

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SUID2010-018 08/08/2012

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 27.27	9.10
CARPENTER, Includes Acoustical Ceiling Installation, and Drywall Hanging (Excludes Form Work).....	\$ 17.32	3.34
CEMENT MASON/CONCRETE FINISHER....	\$ 21.03	5.12
DRYWALL FINISHER/TAPER.....	\$ 15.69	2.00
GLAZIER.....	\$ 18.04	1.22
HVAC MECHANIC: HVAC UNIT INSTALLATION.....	\$ 18.00	0.00
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 17.10	1.80
IRONWORKER, REINFORCING.....	\$ 24.74	14.82
LABORER: Asbestos Abatement (Removal from Floors, Walls, & Ceilings).....	\$ 15.94	0.71
LABORER: Carpenter Tender.....	\$ 9.00	0.00
LABORER: Common or General.....	\$ 12.28	0.00

LABORER: Demolition.....	\$ 13.60	0.00
OPERATOR: Backhoe/Excavator.....	\$ 25.20	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 17.36	0.00
OPERATOR: Bulldozer.....	\$ 24.52	7.87
OPERATOR: Forklift.....	\$ 18.27	1.10
OPERATOR: Loader (Front End)....	\$ 21.27	5.54
PAINTER: Brush, Roller and Spray.....	\$ 14.10	0.00
PLUMBER.....	\$ 22.50	5.40
ROOFER.....	\$ 23.00	8.96
TRUCK DRIVER: Dump Truck.....	\$ 14.08	0.00

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

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

is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and

the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
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Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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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:

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

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END OF GENERAL DECISION"

Wage Determination for Canyon County, Idaho

"General Decision Number: ID20210028 05/21/2021

Superseded General Decision Number: ID20200028

State: Idaho

Construction Type: Building

County: Canyon County in Idaho.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	02/12/2021
2	02/26/2021
3	05/21/2021

BRID0003-002 06/01/2019

	Rates	Fringes
BRICKLAYER.....	\$ 30.00	17.78

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ELEC0291-001 12/06/2019

	Rates	Fringes
ELECTRICIAN.....	\$ 31.65	6%+13.26

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ELEV0038-001 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.55	34.765

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IRON0732-002 06/01/2020

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 27.15	19.85

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LABO0155-006 01/01/2021

	Rates	Fringes
LABORER: Mason Tender (Cement/Concrete & Brick) Group 4.....	\$ 29.14	14.00

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PLUM0296-012 06/01/2020

	Rates	Fringes
PLUMBER (Excludes HVAC Unit Installation).....	\$ 32.00	15.57

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SFID0669-001 01/01/2021

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 34.00	25.20

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* SHEE0055-005 08/01/2020

	Rates	Fringes
SHEET METAL WORKER (Excludes HVAC Duct Installation).....	\$ 28.00	18.84

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SUID2010-021 08/08/2012

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 27.27	9.10
CARPENTER, Includes Acoustical Ceiling Installation, and Drywall Hanging (Excludes Form Work).....	\$ 17.12	4.11
CEMENT MASON/CONCRETE FINISHER....	\$ 21.01	5.02
DRYWALL FINISHER/TAPER.....	\$ 16.34	2.07
GLAZIER.....	\$ 18.31	2.02
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 17.10	1.80
IRONWORKER, REINFORCING.....	\$ 24.74	14.82
LABORER: Asbestos Abatement (Removal from Floors, Walls, & Ceilings).....	\$ 15.94	0.71
LABORER: Carpenter Tender.....	\$ 9.00	0.00
LABORER: Common or General.....	\$ 16.50	0.00

LABORER: Demolition.....	\$ 13.60	0.00
OPERATOR: Backhoe/Excavator.....	\$ 18.60	2.26
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 17.36	0.00
OPERATOR: Bulldozer.....	\$ 24.52	7.87
OPERATOR: Forklift.....	\$ 18.27	1.10
OPERATOR: Loader (Front End).....	\$ 21.27	5.54
PAINTER: Brush, Roller and Spray.....	\$ 13.68	0.00
PLUMBER (HVAC Unit Installation).....	\$ 22.07	0.00
ROOFER.....	\$ 23.00	8.96
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 18.00	1.79
TRUCK DRIVER: Dump Truck.....	\$ 14.08	0.00

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

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

health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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