

INVITATION FOR BIDS GHTD IFB #07-021

DIESEL TO GASOLINE FUEL TANK CONVERSION

Greater Hartford Transit District ADA Paratransit Operations and Maintenance Facility 148 Roberts Street, East Hartford, CT 06108.

April 15, 2021

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NOTICE GREATER HARTFORD TRANSIT DISTRICT INVITATION FOR BIDS DIESEL TO GASOLINE FUEL TANK CONVERSION GHTD IFB #07-021

The Greater Hartford Transit District (GHTD), Hartford, Connecticut, a municipal corporation formed under Chapter 103a of the Connecticut General Statutes, Revision of 1958, as amended, is seeking a contractor to perform either the removal of an existing 10,000-gallon diesel tank and installation of a new 12,000-gallon gasoline, or refurbishing the existing 10,000-gallon diesel tank for use by gasoline. Both options include reusing, relocating, or installing new equipment to facilitate the use of gasoline rather than diesel fuel, and cleaning all piping and/or tank of old diesel fuel. Work includes reconfiguring existing equipment to accommodate gasoline fueling on an alternative traffic pattern through the garage area, including removal of diesel-specific equipment and filling/repair of all remnant used penetrations. Work also includes all electrical work associated with completing the above items. All work details are indicated in the Bid Documents. The project location is the Greater Hartford Transit District's ADA Paratransit Operations and Maintenance Facility, located at 148 Roberts Street, East Hartford, CT 06108.

Bid documents including drawings and specifications will be available on or after **Thursday, April 15, 2021**. Bid documents will be available on the District's website at: <u>https://www.hartfordtransit.org/business-opportunities/</u> and on the State of Connecticut DAS Contracting Portal at <u>https://portal.ct.gov/DAS/CTSource/CTSource</u>

Bids shall be submitted to LaShaunda Drake, Greater Hartford Transit District, One Union Place, First Floor North, Hartford, CT. 06103, on or before **2:00 p.m. local time on Wednesday, May 19, 2021**. There will be a public bid opening at 2:10 p.m. local time held via zoom. A Virtual Pre-Bid Conference will be held by the District on Wednesday, April 28, 2021 at 9 a.m. local time via Zoom, to provide an opportunity to outline the requirements the District will expect of the Bidder, as well as to provide the opportunity for questions and explanations. An outdoor site visit of the fuel tank and fueling area will be conducted on Wednesday, April 28, 2021 at 2 pm. All participants are required to wear a mask and socially distance at least 6 feet apart from one another. If a mask is not worn the participant will be asked to leave the premises immediately.

Attendance at the Pre-Bid Conference and Site Visit is not mandatory, and is not a condition for final award.

Questions concerning the bidding process should be submitted in writing to LaShaunda Drake at <u>ldrake@ghtd.org</u>.

Bids received after the deadline will not be considered and will be returned to the bidder unopened. Any changes, or any requests for changes in the specifications, will not be recognized after sealed bids are submitted to the District.

Any contract resulting from this invitation for bids is subject to a financial assistance contract between the District and the Federal Transit Administration and the District and the State of Connecticut. All bidders will be required to certify that they are not on the Comptroller General's list of ineligible contractors. Further, the contractor will be required to comply with all applicable equal employment opportunity laws and regulations.

The GHTD hereby notifies all bidders that in regard to any contract entered into pursuant to this Invitation for Bids, advertisement or solicitation, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response, and will not be subjected to discrimination on the basis of race, color, sex or national origin in consideration for an award.

The GHTD reserves the right to reject any and all bids as submitted by this Invitation for Bids, and to waive informalities and irregularities, as it deems in its best interest.

IFB KEY INFORMATION SUMMARY SHEET

Invitation for Bids:	Diesel to Gasoline Fuel Tank Conversion
Solicitation Number:	IFB #07-021
IFB Issue Date:	April 15, 2021
IFB Issuing Office:	Greater Hartford Transit District
Procurement Officer:	LaShaunda Drake Procurement and Contract Coordinator Greater Hartford Transit District One Union Place Hartford, CT 06103 Direct Phone: (860) 380-2012 Email: <u>ldrake@ghtd.org</u>
Proposal to be sent to:	Greater Hartford Transit District One Union Place Hartford, CT 06103 Attn: LaShaunda Drake
Virtual Pre-Bid Conference: Participation is <u>NOT</u> mandatory	April 28, 2021 at 9 a.m. Local Time Web Meeting via Zoom <u>https://zoom.us/j/95574603609</u> Meeting ID: 955 7460 3609 To call in by phone: (929) 205 6099
Site Visit: Participation is <u>NOT</u> mandatory	April 28, 2021 at 2 p.m. Local Time 148 Roberts Street East Hartford, CT 06108
Approved Equals Request Deadline:	April 29, 2021 at 12:00 p.m. Local Time
Inquiries Deadline:	May 7, 2021 at 12:00 p.m. Local Time
Bid Due Date and Time:	May 19, 2021 at 2:00 p.m. Local Time Bid opening promptly at 2:10 p.m. Local Time Web Meeting via Zoom <u>https://zoom.us/j/97137335696</u> Meeting ID: 971 3733 5696 To call in by phone: (929) 205 6099

SECTION I – GENERAL INFORMATION FOR BIDDERS

1. INTRODUCTION

The Greater Hartford Transit District (the "District") is a quasi-municipal corporation operating under the authority of Chapter 103a of the Connecticut General Statutes. The District, a demand-response transit provider, is responsible for the provision of Americans with Disabilities (ADA) compliant door to door transportation services for disabled residents within the service area of CT Transit's Hartford and, New Britain/Bristol Divisions.

The District has broad powers to acquire, operate, finance, plan, develop, maintain and otherwise provide all forms of land transportation and related services including the development or renewal of transportation centers and parking facilities.

The District is also the owner the Greater Hartford Transit District ADA Paratransit Operations and Maintenance Facility (the "Facility") located at 148 Roberts Street in East Hartford, CT.

The District, as the owner and operator of the Facility issues this formal Invitation for Bids (IFB) from qualified firms for a contractor to perform either the removal of an existing 10,000-gallon diesel tank and installation of a new 12,000-gallon gasoline, or refurbishing the existing 10,000-gallon diesel tank for use by gasoline. Both options include reusing, relocating, or installing new equipment to facilitate the use of gasoline rather than diesel fuel, and cleaning all piping and/or tank of old diesel fuel. Work includes reconfiguring existing equipment to accommodate gasoline fueling on an alternative traffic pattern through the garage area, including removal of diesel-specific equipment and filling/repair of all remnant used penetrations. Work also includes all electrical work associated with completing the above items. All work details are indicated in the Bid Documents. The project location is the Greater Hartford Transit District's ADA Paratransit Operations and Maintenance Facility, located at 148 Roberts Street, East Hartford, CT 06108. Comprehensive Environmental Inc. (CEI) is the designer/engineer of record for this project.

The specifics of the services, and other documents relevant to this IFB, are set forth in the Scope of Services and in the Exhibits attached hereto and made a part hereof.

2. SUBMISSION OF BIDS

In order to respond, the Candidate must supply the required information on and along with the response forms. An officer or explicit agent of your organization must sign the response form and any supplementary proposal document.

a) Date and Location for Submittal

Bids must be submitted to the District on or before **Wednesday**, **May 19**, **2021 at 2:00 p.m. local time**. There will be a public bid opening at 2:10 p.m. local time held via Zoom.

To join the meeting:

https://zoom.us/j/97137335696

Meeting ID: 971 3733 5696 To call in by phone: (929) 205 6099

Each bid shall be securely sealed in a suitable envelope and marked "GHTD IFB #07-021 DIESEL TO GASOLINE FUEL TANK CONVERSION" in capital letters on the envelope. Bids should be delivered to:

LaShaunda Drake Procurement and Contract Coordinator Greater Hartford Transit District One Union Place Hartford, Connecticut 06103-1409 (860) 380-2012

Late submissions will not be accepted. It is the responsibility of a Bidder to ensure that its Bid is delivered to the District by the date and time referred to hereinabove. Delivery via electronic means will be accepted. It is the responsibility of the bidder to confirm electronic delivery prior to the deadline. All bids received before the opening date will be kept unopened until the time of the bid opening. The person whose duty it is to open the bids will determine when the time stated for opening has arrived. All bids will be opened in public at the bid opening. Any person present shall have the right to have any part of the bids read aloud. The District reserves the right to postpone the bid opening if it is determined to be in the best interest of the District.

b) Form of Bid

One copy of the bid form shall be completed, signed and submitted. No other form of bid or proposal will be acceptable.

Every designated space on the bid form shall be filled in or otherwise marked to show the bidder's intention clearly. Interlineations, alterations, erasures or any other change must be clearly initialed by the bidder. All amounts shall be stated in figures. The bid form is to be submitted along with the Certifications and other documents required by this IFB. Any conditional or qualified bid will be rejected.

3. BID INQUIRIES

Communication by any bidder with any agent or employee of the District on the subject of this IFB, or the pending process may result in the bidder being deemed ineligible with regard to this IFB. All questions and requests for clarification regarding this IFB or this process must be submitted in writing to LaShaunda Drake at <u>ldrake@ghtd.org</u> on or before **12:00 p.m. local time on Friday, May 7, 2021**. Responses shall be in writing and posted in the form of an addendum and will be distributed to all known recipients of the IFB document.

The bids submitted for the work must be based upon the text of this document including the General Information, Special Instructions, Specifications, all Addenda, and any referenced plans, and no oral or informal statement or representation by any representative or employee of the District or the designer shall be considered an amendment to or waiver of any statements in or requirement of such bidding or proposed contract documents and no claim or right of action shall accrue in favor of any respondent as a result of or founded on

such oral or informal statements or representations. The District or its agents shall not be responsible for any oral instructions or interpretations given to a Bidder.

4. PRE-BID CONFERENCE

A Virtual Pre-Bid Conference will be held by the District via Zoom on **Wednesday, April 28, 2021 at 9 a.m. local time**, for the purpose of outlining the requirements and service standards that the District will expect of the Contractor, as well as to provide the opportunity for questions and explanations. The Bidder may submit any written requests for clarification as well as any questions regarding this solicitation package prior to the pre-bid conference.

To join the meeting:

https://zoom.us/j/95574603609 Meeting ID: 955 7460 3609 To call in by phone: (929) 205 6099

An outdoor site visit of the fuel tank and fueling area will be conducted on Wednesday, April 28, 2021 at 2 pm. All participants are required to wear a mask and socially distance at least 6 feet apart from one another. If a mask is not worn the participant will be asked to leave the premises immediately.

Attendance at the Pre-Bid Conference and Site Visit is <u>not mandatory, and is not a</u> <u>condition for final award</u>.

The District reserves the right to issue addenda to this IFB as a result of inquiries received, or to make adjustments to its project schedule if it is deemed in the District's best interest to do so. The District further reserves the right to reject any and all Proposals resulting from this RFP if the District deems that it is in the best interest of the District to do so.

5. SITE INSPECTION

Information contained in these documents is provided in good faith only that all Proposers may have access to the same information utilized by the District, and is not intended as a substitute for personal investigations, interpretations and judgment of the Proposer. Proposers are encouraged to participate in the site visit scheduled for April 28, 2021 at 2pm.

Submission of a bid shall be evidence that the Proposer has examined the site, compared it with the drawings and specifications and satisfied itself of the conditions existing at the site, the storage and handling of materials, and all other matters incidental to the work under this contract. No additional compensation will be allowed for difficulties which the Proposer could have discovered or reasonably anticipated prior to bidding.

6. COMMENCEMENT OF SERVICES

It is the intent of the District to execute an agreement with the successful bidder, and for work to commence upon execution of contract. Work under this contractual agreement is expected to be completed within 4 months.

7. FUNDING

Any contract resulting from this Invitation for Bids is subject to a financial assistance contract between the District and the Federal Transit Administration and between the District and the State of Connecticut Department of Transportation. All firms will be required to certify that they are not on the U.S. Department of Transportation's list of ineligible contractors. Further, the contractor will be required to comply with all applicable equal employment opportunity laws and regulations.

No bids will be accepted from, or a Contract awarded to any person, firm, or corporation that is in arrears or is in default to the State of Connecticut upon any debt or contract or that is in default as a surety or in any other manner is in default of any obligation to the State. Additionally, no Contract shall be awarded to any person, firm, or corporation that has failed to perform on any prior or previous contract, agreement, or license with the State. Nor will any Contract be awarded to any firm that is not registered with the Secretary of State's Office to conduct business in the State of Connecticut.

8. FEDERAL GRANT REQUIREMENTS

Exhibit A attached hereto and made a part hereof sets forth federal requirements placed upon vendors who are participating in a project funded in whole or in part with Federal grants. Its provisions are hereby included herein as an integral part of this IFB.

9. STATE GRANT REQUIREMENTS

Contractor must comply with State Grant Requirements (Exhibit B).

10. PROCUREMENT AND APPEALS PROCESS

The District's procurement procedures and appeals process are contained in Exhibit C attached hereto and made a part hereof.

11. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the District that disadvantaged business enterprises ("DBE's") be afforded the maximum opportunity to participate in the performance of all contracts let by the District. This participation may be in the form of prime contracts, and/or sub-contracts, and/or direct or general overhead items procured from DBEs allocated to the Services. The term "disadvantaged business enterprise" means a business enterprise that is at least 51% owned and controlled by one or more socially disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background, or other similar cause. Such persons would include but not be limited to citizens of the United States who are: African Americans (not of Hispanic origin); Hispanic Americans; Native Americans; Asian-Pacific Americans; and, women regardless of race and ethnicity. Proposers will submit a statement indicating its own DBE status and what subcontracts and/or overhead purchases with amounts thereof under this project it will get to comply with the District's DBE goal of **5%**.

If the Contractor is unable to achieve the specified contract goals, the Contractor must submit written documentation to the District indicating his/her good faith efforts to satisfy goal requirements.

The District is a part of the State of Connecticut Department of Transportation Unified Certification Program ("UCP") and any contractor and/or sub-contractor and/or vendor GHTD IFB #07-021 Diesel to Gasoline Fuel Tank Conversion

utilized to meet the DBE Participation requirements must be certified through that UCP. A list of CTDOT Certified DBE vendors can be found at:

<u>http://www.biznet.ct.gov/dot_dbe/dbesearch.aspx</u>. Upon request, the District will provide information related to the state certification process.

12. VALIDITY OF PROPOSALS

Bidders agree that their proposals remain valid for a period of one hundred eighty (180) days after the above cited due date for submission of bids and may be extended beyond that time by mutual agreement.

By responding to this IFB, the bidder implicitly states that the bid is not made in connection with any competing firm submitting a separate response to this IFB, and is in all respects fair and without collusion or fraud. It is further implied that the bidder did not participate in the District's IFB development process, had no knowledge of the specific contents of this IFB prior to its issuance, and that no employee of the District participated directly or indirectly in the firm's bid preparation.

Please note that the costs associated with the preparation of a Bid are the sole responsibility of the applicable Bidder. Bidder shall not include any such expenses as part of the price proposed in response to the IFB.

13. INFORMATION TO BIDDERS

(a) Discrepancy in Bid Documents

If a bidder becomes aware of any discrepancy, ambiguity, error or omission in this solicitation package, he or she shall report it to the District's representative, LaShaunda Drake, <u>ldrake@ghtd.org</u>, Greater Hartford Transit District, One Union Place, Hartford, CT 06103. The District will determine the necessity for clarification and may issue addenda as a result.

Any interpretation, change, clarification or correction in the bid documents will be made only by written instrument(s) issued by the District. Copies of such instrument(s) will be emailed or delivered to each person, firm or corporation which has received this IFB document.

(b) Brand Names

If present, brand, manufacturer or product names are indicated on the plans or in the specifications only for the purpose of establishing identification and a general description of the item(s) sought. Items of equal quality, not bearing such names, may be submitted in the bid, provided however that prior approval for the item is obtained from the District.

(c) Requests for Clarification/Approved Equal Status

Requests for clarification of plans or specifications and any protest thereof must be received by the District, in writing, to LaShaunda Drake at <u>ldrake@ghtd.org</u> on or before **12:00 p.m. local time on Friday, May 7, 2021.** Responses shall be in writing and posted in the form of an addendum and will be distributed to all known recipients of the IFB document.

Approved Equal Status

In all cases, materials must be furnished as specified. Where brand names or specific items are used in the plans or specifications, consider the term "or approved equal" to follow.

Any unapproved deviations, exceptions, substitutions, alternates or conditional qualifications contained in a proposal may be cause for its rejection. If contractors believe that their product is an equal to the product specified, they must submit a written request to District in triplicate and this request will be approved or rejected by the District at least fifteen (15) calendar days prior to the scheduled opening of the bids. Requests for approved equals must be received by the District in writing by **12:00 p.m. local time on Thursday, April 29, 2021**.

Any request for an approved equal must be fully supported with catalog information, specifications and illustrations or other pertinent information as evidence that the substitute offered is equal to or better than the specification. Where an approved equal is requested, the contractor must clearly demonstrate the equality of this product to the District to determine whether the proposer's product is or is not equal to that specified. An Approved Equal Form is included in Exhibit E. Further changes in the specifications will be made by addendum.

(d) Obligations of the Proposer

At the time of the opening of proposals, each Proposer will be presumed to be thoroughly familiar with the IFB requirements, and the objectives for each element of the project, item, or service. A plea of mistake in the accepted response shall not be available to the Proposer for the recovery of the bid surety or as a defense to any action based upon an accepted response.

(e) Omission of Details

No advantage shall be taken by the Proposer in the omission of any part or detail which is required to make the project complete and ready for service, even though such part of detail is not mentioned explicitly in the specifications. All units or parts not herein specified shall be manufacturer's standard units and shall conform to the highest standard in the industry.

(f) Qualification of Bidders

Contractor shall submit documentation of Qualifications to perform the work of this contract. Qualifications at a minimum will include CT license, list of projects of similar scope (subject and cost) for last five (5) years, references from past Owners for this kind of work, and any other materials that will provide assurance that Contractor has qualifications for the work. The District may make such investigations as deemed necessary to determine the ability of the Candidate to perform the work and the degree to which any Candidate meets the criteria for award listed herein. A Statement of Bidders Qualification is included in Exhibit E.

(f) Determination of Successful Bidder

In determining the successful bidder, consideration will be given to price, financial responsibility of the bidder, responsiveness to the specifications, warranty, suitability of the product offered for use, past experience, financial ability to meet the contract,

facilities and equipment, availability of labor, delivery promise, terms of payment, and other objective and accountable factors which are reasonable.

Award of any contract from this Invitation for Bids shall be made to the bidder quoting the lowest total computed base bid items and/or add/deduct items, including delivery charges, and payment terms, as described in the Bid (where applicable), provided the bid is responsive in all respects to the procurement requirements.

All materials, parts and equipment furnished by the contractor shall be new, high grade and free from defects. Materials and workmanship not conforming to the requirements of the specifications shall be considered defective and will be subject to rejection.

If the contractor fails to replace any defective or damaged work or materials after reasonable notice, the District may cause such work or materials to be replaced. The replacement expenses shall be deducted from the amount to be paid to the contractor.

The District may inspect all material and workmanship at any time during the progress of the work and shall have the right to reject all materials and workmanship which does not conform to the specifications or which is not considered to be of adequate quality.

(g) Disqualification of Bidders

Proposers may be disqualified and bids may be rejected for any of, but not limited to, the following causes:

- Failure to use Bid Proposal Form furnished by the District
- Lack of signature by an authorized representative on the Bid Proposal Form
- Failure to properly complete the Bid Proposal form
- Evidence of collusion among bidders
- Unauthorized alteration of Bid Proposal Form
- Failure to submit signed required certifications

The District reserves the right to waive any minor informality or irregularity.

14. QUANTITIES AND/OR USAGES

Quantities and/or usages are estimates only and in no way represent a commitment and/or intent to purchase the estimated amount. Actual quantities and delivery locations may vary. The District reserves the right to order all quantities that may be needed, at the contract price, during the contract term regardless of the estimates provided in this IFB.

15. SAMPLES

Samples are furnished free of charge and may be held for comparison with deliveries. Proposers must arrange for their return if desired. Samples are assumed to meet, at a minimum, District specifications for quality. All deliveries shall have at least the same quality as the accepted proposal sample. Latent deficiencies will be remedied by the contractor at no additional cost, or loss of service, to the District.

16. PAYMENT OF PREVAILING WAGES/DAVIS BACON WAGE RATES

The Proposer agrees that the contractor's laborers and mechanics and any subcontractor's, of any tier, laborers and mechanics who work on this project and who

fall within any job classification established and published by the Connecticut Department of Labor shall be paid, at a minimum, the prevailing wage rates as certified by said Department. Each contractor and subcontractor of any tier performing work on this project shall post on the project the applicable prevailing wage rates and hourly basic rates of pay for the County or area within which the project is being performed, including the effective date of any changes thereof, in at least one conspicuous place for the information of the employees working on the project. The information so posted shall include a breakdown of contributions for health and welfare benefits, vacation benefits, pension benefits and any other economic benefit required to be paid. See Exhibit A: Federal Requirements for more details. See Exhibit G for Prevailing Wage Rates.

17. BONDING REQUIREMENTS

Each bid must be accompanied by Bid Security made payable to the District in an amount of five percent (5%) of Bidder's maximum Bid Price and in the form of cash, a certified or cashier's check, or a Bid Bond, issued by a surety. The Bid Security shall be sealed in a separate envelope containing the Bid.

In addition, a performance bond from a licensed bonding agent in the State of Connecticut shall be required for the Contract amount (100%) for the faithful performance of the work. A payment bond equal to forty percent (40%) of the Contract amount is also required from a licensed bonding agent in the State of Connecticut.

18. SINGLE BIDDER/SOLE SOURCE PROCUREMENT

In the event that a single bid is received, the District will conduct a price and/or cost analysis and review and audit all business records and related documents of the Bidder and any affiliated or parent company to determine the fairness and reasonableness of the bid. A price analysis is the process of examining the bid and evaluating a prospective price without evaluating separate cost elements. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparisons. The comparison must be made to a purchase of similar quantity and involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto.

Where it is impossible to obtain a valid price analysis, it may be necessary for the District to conduct a cost analysis of the bid price. The price and/or cost analysis shall be made by competent and experienced auditors or price analysis; an engineer's estimate or comparison of the prices is insufficient.

The Federal Transit Administration (FTA) may be asked to lend support in obtaining the services of the Defense Contract Audit Agency, if necessary. The District will submit to FTA all data and analysis of determination prior to award of a sole source contract.

19. WITHDRAWAL OF BIDS

Bids may be withdrawn only by written request. For bids already submitted, written request to withdraw must be delivered to the District prior to bid opening. All bids opened will be considered to be valid offers and may not be withdrawn for a period of one hundred eighty (180) business days following the opening of the bids, unless the

bidder is given written notice that its bid is not responsive to the specifications of this IFB.

20. SUBCONTRACTING

If subcontractors are necessary to complete any functions of this requirement, the Proposer must list the names and business locations of any proposed subcontractors, using the Subcontractor Form. The District reserves the right to review and approve any subcontractors proposed by the Respondent. Any approval of the subcontractor shall not be construed as making the District party of such contract, giving the subcontractor privities of contract with the District, or subjecting the District to liability of any kind to any subcontractor.

21. CONTRACTING

The District reserves the right to require the successful candidate to execute a contract in a format supplied by the District. The terms and conditions of the contract to be signed upon the award of the IFB will supersede any inconsistent provisions of the IFB documents.

The award of any contract is subject to the following conditions and contingencies:

- 1. The approval of such governmental agencies as may be required by law.
- 2. The appropriation of adequate funds by the proper agencies.
- 3. Compliance with all applicable laws, regulations, ordinances and codes of the United States and, the state of Connecticut.
- 4. The selected Proposer must be current in all tax or any other monetary obligation owed to the State of Connecticut.
- 5. The selected Candidate must have a current EEO certification on file with the State.

Contract Documents

The Contract Documents consist of the AIA Contract, this Invitation for Bids (IFB) and its reference documents, drawings, any Addenda issued, the Contractor's response to the IFB, the federal Requirements (Exhibit A), other documents listed in the Contract, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by the parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a Minor change in the Work issued by the Design Professional on behalf of the District.

22. RETAINAGE

When progress payments are being made for items being built, the District will withhold 5% of the total project cost, or as otherwise specified in the contract for this project.

23. ASSIGNMENT

The contractor shall not assign, transfer, convey or otherwise dispose of the agreement or his/her or its interest in the same, or any part thereof, without prior written approval of the District.

24. REQUIRED CERTIFICATIONS

The required certifications must be submitted with the bid form for the proposal to be considered responsive to the bid specifications. All certification forms are contained in

Exhibit E. Those bids which do not contain the required standard certifications, complete and signed as appropriate, will be determined ineligible.

25. INSURANCE REQUIREMENTS

Contractor shall obtain and maintain throughout the term of this Contract (or such longer period as may be specified below, if any) the following insurance:

A. Commercial General Liability

The Contractor shall carry Commercial General Liability Insurance, including a broad form comprehensive general liability endorsement and coverage against claims for personal injury, bodily injury, death or property damage, to be on the so-called "occurrence" form with a combined limit of not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence, and to cover at least the following hazards: (1) premises and operations; (2) products and completed operations on an "if any" basis; (3) independent contractors; (4) blanket contractual liability for all insured contracts; and (5) contractual liability covering the indemnities in this Contract.

B. Workers' Compensation Insurance

With respect to all services the Contractor performs and all those performed for the Contractor by its subcontractors, the Contractor and its subcontractor(s) shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States, respectively. Employers Liability: Each Accident (\$1,000,000), Disease: Each Employee (\$1,000,000), Disease Policy Limit (\$1,000,000).

C. Business Automobile Insurance

Business Automobile Liability Insurance, to cover the use of all owned, hired, and nonowned vehicles, providing for the following minimum liability limits: One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where the insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).

D. Professional Liability Insurance

If the Contractor or any of its subcontractors are providing design, architectural or engineering services with respect to this Contract, the Contractor and such subcontractors shall carry Professional Liability Insurance Policy in an annual aggregate amount not less than Two Million Dollars (\$2,000,000), which coverage shall be maintained in force for a period of not less than three (3) years after the completion of the work under this Contract.

E. Contractors Pollution Liability Insurance

If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate.

F. Certificate of Insurance

All insurance provided for above shall be obtained under valid and enforceable policies, and issued by financially sound and responsible insurance companies authorized to do business in the State of Connecticut and having a general policy rating of A- or better and a financial class of VIII or better, each as determined by AM Best Company, Inc. Prior to commencing any work under this Contract and at least ten (10) days prior to the expiration dates of any insurance required hereunder, Contractor shall deliver to the District certificates of insurance evidencing such coverage and any renewal or successor policies. If the Contractor engages any subcontractor to perform any of its obligations under this Contract, the Contractor shall also deliver to the District certificates of insurance from such subcontractor evidencing such coverage and any renewal or successor policies. All policies of insurance required hereunder shall name the District (and such other persons or entities designated by the District) as an additional insured (except the workers' compensation and Professional Liability insurance). For the Workers' Compensation Insurance and, as applicable, U.S. Longshore and Harbor Workers' Compensation Act coverage, the policy number(s) and term of the policy(ies) shall be indicated on the certificate. With the exception of Professional Liability Insurance, each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages, even if groundless. All insurance policies provided for above shall contain clauses or endorsements to the effect that: (i) no act or negligence of the Contractor, or anyone acting for the Contractor, or failure to comply with the provisions of any policy, which might otherwise result in a forfeiture of the insurance or any part thereof, shall in any way affect the validity or enforceability of the insurance insofar as the District is concerned; (ii) no such policies shall be canceled without at least thirty (30) days' notice to the District (10 days for non-payment of premium); (iii) shall contain a waiver of subrogation in favor of the District, and (iv) shall provide that such coverage is primary and non-contributory.

Such insurance shall protect the District against all claims, liabilities, suits, actions, damages, or costs resulting from or arising out of the ownership, lease, operation, maintenance, repairs, or use in any way of any project equipment for the purposes of the program covered by this Contract and for any other purpose. No project equipment shall be delivered to the Contractor, or operated by the Contractor until the Contractor has delivered the certificate(s) of insurance required hereunder. Prior to the annual renewal of a motor vehicle registration, the Contractor shall submit to the District a certificate of insurance for the project equipment. This Section shall not prevent the District from contractor shall pay the District for all costs of such insurance.

G. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the District and its officers, directors, employees and agents (collectively "Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, penalties, causes of action, suits or other liabilities (including all costs of reasonable attorneys' fees) arising out of, related to, in connection with or resulting from, or alleged to arise out of or arise from the negligent acts or omissions, breach or failure GHTD IFB #07-021 Diesel to Gasoline Fuel Tank Conversion

to perform under the Contract or the violation of any applicable law or regulation, by Contractor, Contractor's subcontractors or anyone directly or indirectly employed by Contractor or by Contractor's subcontractors or anyone for whose acts any of them may be responsible or liable and whether such claim, damage, demand, loss, expense, fine, penalty, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom. This indemnity shall be effective regardless of whether or not such claim, damage, loss or expense is caused in part by any of the Indemnified Parties (but the indemnity shall not cover liability to the extent resulting from gross negligence or willful misconduct of the Indemnified Parties). Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the Contractor or the rights of the District contained in this Contract or otherwise. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under any workers' compensation acts, disability benefit acts or other employee benefits acts and includes any loss or injury suffered by an employee of Contractor. This indemnification shall survive the completion of the Work or the termination of the Contract.

To the extent the foregoing Indemnity applies to any violation of federal, state or local laws, ordinances or regulations, Contractor shall do and perform all work necessary to correct such violation.

26. NOTICE OF AWARD

The selected proposer will be provided with a written Notice of Award which shall be contingent upon the submission by the respondent of all documents required including, but not limited to, proper insurance certificates, performance and payment bonds, verification of DBE percentage contribution to the work and execution of contract within 10 days of the notice of award.

27. ATTACHED EXHIBITS

The following attachments are included in this package:

EXHIBIT A

• Federally Required Contract Clauses

EXHIBIT B

• State of Connecticut Grant Requirements

EXHIBIT C

Procurement Procedures and Appeals Process

EXHIBIT D

• Bid Proposal Form

EXHIBIT E

- Required Certifications
 - Affidavit
 - Certificate of Eligibility

- Certificate of Non-Collusion.
- Certificate of Restrictions on Lobbying
- Contractor's Statement on Sub-Contractors
- Certificate for Disadvantaged Business Enterprise
- DBE Good Faith Efforts Documentation Form
- DBE Letter of Intent
- Buy America Certification
- Approved Equal Form
- Statement of Bidder's Qualifications

EXHIBIT F

• State of Connecticut Contract Requirements

EXHIBIT G

o Connecticut Department of Labor Prevailing Wage Bid Package

EXHIBIT H

o Technical Specifications and Special Provisions

EXHIBIT A FEDERALLY REQUIRED CONTRACT CLAUSES

FEDERALLY REQUIRED CONTRACT CLAUSES

No Government Obligation to Third Parties –

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

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

Program Fraud and False or Fraudulent Statements or Related Acts -

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work 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, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records -

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC

5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and September 2019 inspection.

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

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

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

Federal Changes -

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

<u>**Civil Rights**</u> –The following requirements apply to the underlying contract: The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including

discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and

(3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with FTA Circular 4704.10ther applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5

Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26,

(d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement.
Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including:

(1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including:

(1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975,

as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or

activities receiving Federal funds, (4) 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, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42

U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and

U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Energy Conservation –Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Termination –

a. Termination for Convenience. (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default. [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient 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, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure. (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further

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

d. Waiver of Remedies for any Breach in the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

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

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. 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 termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient

resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

 Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
 Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.
 If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contact or otherwise and contractor shall be liable for any additional cost incurred by the recipient. 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 termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice or termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the

recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government-Wide Debarment and Suspension (Nonprocurement) - The Recipient agrees to the following:(1) It will comply with the requirements of 2 C.F.R. part 180. subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," https:// www.sam.gov. if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.

Buy America – Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content for FY2016 and FY2017, a minimum 65% domestic content for FY2018 and FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Breaches and Dispute Resolution –Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

<u>Performance During Dispute</u> - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

<u>Remedies</u> - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient 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 residing State.

<u>Rights and Remedies</u> - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Lobbying –Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

<u>Clean Air</u> – 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. 2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

<u>Clean Water</u> – Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

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

Fly America Requirements – Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US 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 US 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 shall include the requirements of this section in all subcontracts that may involve international air transportation.

Davis-Bacon and Copeland Anti-Kickback Acts

- (1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than guarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is

performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met: (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be

performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contract or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the grantee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of

Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code. (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at

less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered. the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In

addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

(9) **<u>Disputes concerning labor standards</u>** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) <u>Certification of Eligibility</u> - (i) By entering into this contract, contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in 18 USC 1001.

Contract Work Hours & Safety Standards Act -

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

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

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

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

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

a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certifies check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:

(1) 50% of the contract price if the contract price is not more than \$1 million;

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

(3) \$2.5 million if the contract price is more than \$5 million.

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

irrevocable letter of credit would also satisfy the requirement for a bond.

Bid Bond Requirements (Construction)

(a) Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.
(b) Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).
It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable performance of the shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or

inability to enter into an agreement, or provide adequate security therefor. It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

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

Performance and Payment Bonding Requirements (Construction)

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

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million.

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and one half million if the contract price is more than \$5 million.

GHTD IFB #07-021 Diesel to Gasoline Fuel Tank Conversion Exhibit A

2. If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

(a) The following situations may warrant a performance bond:

1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).

2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

3. Substantial progress payments are made before delivery of end items starts.

4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price.

The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million;

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

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

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful.

The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

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

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

<u>Seismic Safety</u>–Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

Disadvantaged Business Enterprises ---

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is 5%. A 5% contract goal for DBE participation has been established for this procurement.

b.) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c.) If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d.) If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e.) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f.) The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt Payment -

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

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

Incorporation of Federal Transit Administration (FTA) Terms -

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Other Federal Requirements:

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

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

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

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

Ineligible Contractors and Subcontractors - Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Compliance With Federal Regulations - Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall 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 grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

GHTD IFB #07-021 Diesel to Gasoline Fuel Tank Conversion Exhibit A

EXHIBIT B STATE OF CONNECTICUT GRANT REQUIREMENTS

STATE OF CONNECTICUT GRANT REQUIREMENTS

<u>Small Business Enterprises.</u> In connection with the performance of this Agreement, the Consultant shall cooperate with the District in meeting its commitments and goals with regard to the maximum utilization of small business enterprises ("SBEs"), as defined in Section 4a-60 of the Connecticut General Statutes, and will use its best efforts to insure that SBEs shall have the maximum practicable opportunity to compete for any subcontract work under this Agreement.

The District has agreed with the Connecticut Department of Transportation to include in the Agreement the Special Provisions Requirements of Section 46a-68j-30(9) of the Contract Compliance Regulations.

The Contractor agrees to ensure that small business enterprises as defined in Section 4a-60 of the Connecticut General Statutes have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with State funds provided under this agreement. In this regard all recipients or contractors shall take necessary and reasonable steps in accordance with Section 4a-60 of the Connecticut General Statutes to ensure that small business enterprises have the maximum opportunity to compete and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award of federal assisted contracts.

Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient (the District) deems appropriate.

Non-Discrimination in Employment and Affirmative Action. In connection with the carrying out of the Project the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during their pre-employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The provisions of Executive Order No. 11246 of September 21, 1965, as amended, and all rules, regulations and orders of the Federal government issued pursuant thereto are incorporated herein by reference and made a part hereof. The Consultant agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d-4) and all requirements imposed by Title 49 C.F.R. part 21 and other pertinent directives of the federal government to the end that no person shall on the grounds of race, color, sex or national origin be excluded from participation in, or be denied the benefits of, or be otherwise subjected to discrimination under the Project.

The District has agreed with the Connecticut Department of Transportation ("CTDOT") to include in this Agreement the following Sections from the Agreement between the District and CTDOT:

Section 32 Civil Rights. (b)(1) The Second Party (the "District and its Operator") agrees and warrants that in the performance of the contract such Second Party will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless shown by such Second Party that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Second Party further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless shown by such Second Party that such disability prevents performance of the work involved: (2) the Second Party agrees, in all solicitations or advertisements for employees placed by or on behalf of the Second Party, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission (on Human Rights and Opportunities of the State of Connecticut); (3) the Second Party agrees to provide each labor union or representative of workers with which such Second Party has a collective bargaining agreement or other contract or understanding and each vendor with which such Second Party has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Second Party's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Second Party agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, and 46a-68f; (5) the Second Party agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Second Party as they relate to the provisions of this section and § 46a-56.

Section 33. <u>Nondiscrimination (Sexual Orientation).</u> (a) Pursuant to § 4a.60 of the Connecticut General Statutes, (1) the Second Party agrees and warrants that in the performance of the contract such Second Party sill not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Second Party agrees to provide each labor union or representative of workers with which such Second Party has a collective bargaining agreement or other contract or understanding and each vendor with which such Second Party has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Second Party's commitments under this section, and to post copies of the notice in conspicuous places available to employees

and applicants for employment; (3) the Second Party agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to § 46a-56 of the general statutes; (4) the Second Party agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Second Party as they relate to the provisions of this section and § 46a-56.

Non-Discrimination on the Basis of Disability. The Consultant shall insure that all fixed facility construction or alteration and all <u>new</u> equipment purchased to provide the Services comply with applicable regulations regarding Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance, set forth at Title 49, Code of Federal Regulations, Part 27, and any amendments thereto.

The Agreement shall be deemed to include the CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS including but not limited to Equal Employment Opportunity Responsibilities, Policy on SBEs, and Code of Ethics, incorporated herein by reference, and all requirements upon consultants and contractors of the "Second Party" (the "District") set forth in said PROVISIONS shall be deemed requirements upon the Consultant hereunder. In any event, the Consultant shall do nothing which would cause the District to be in violation of the requirements upon it, as the "Second Party" under said PROVISIONS.

EXHIBIT C PROCUREMENT AND APPEALS PROCESS

GHTD PROCUREMENT PROCEDURES AND APPEALS PROCESS

It is the policy of the Greater Hartford Transit District that it is responsible for resolving all Pre-Bid, Pre-Award and Post-Award Procurement Protest disputes arising out of third party procurements using good administrative practices and sound business judgment. It is the District's intention that its procurement process provides for fair and open competition in compliance with federal and state laws and District Policies.

The District has established these pre-bid, pre-award, and post-award procurement protest policy and procedures so that all procurement protests/disputes are filed, processed and resolved in a manner consistent with the requirements of the Federal Transit Administration.

1. Pre-Bid

A pre-bid or solicitation phase protest is received prior to the bid opening or proposal due date. Pre-bid protests are those based on the content of the initial notice and/or solicitation published by the District requesting bids or proposals from vendors or other interested parties.

2. Pre-award

A pre-award protest is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.

3. Post-Award

A post-award protest is a protest received after award of a contract. A postaward protest must be received within 5 business days of the notification of the award. A post-award protest generally alleges a violation of applicable federal or state law and/or District policy or procedures relative to the seeking, evaluating and/or awarding of the contract. Each Proposer will be notified by first class mail of the decision of the District as to the selection of firm under this procurement. Included in that notification will be a proposed effective date of engagement which will be no less than 15 days following the date of notification of award.

It is the policy of the District not to proceed with the award phase of any procurement if there is a pending protest.

All Protests must be filed in writing to:

Vicki L. Shotland, Executive Director Greater Hartford Transit District One Union Place Hartford, CT 06103

A Protest must be in writing and set forth the specific grounds of the dispute and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The Protest shall include the name and contact information of the Protester, solicitation number or description, and what remedy the Protester is seeking. The Protester is responsible for adhering to this regulation

Greater Hartford Transit District, Vicki L. Shotland, Executive Director or designee shall make a determination on the Protest generally within ten (10) working days from receipt of the Protest. The Decision of the Executive Director or Designee must be in writing and shall

GHTD IFB #07-021 Diesel to Gasoline Fuel Tank Conversion Exhibit C

include a response to each substantive issue raised in the Protest. The Executive Director's decision shall constitute the District's final administrative determination.

If the District postpones the date of Bid submission because of a Protest or Appeal of the solicitation specifications, addenda, dates or any other issue relating to the procurement, the District will notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that a Protest/Appeal has been filed and the due date for Bid submission shall be postponed until the District has issued its final decision.

The Protester may withdraw its Protest or Appeal at any time before a final decision is issued.

A Protester must exhaust all administrative remedies with the District before pursuing a protest with the Federal Transit Administration (FTA). Reviews of protests by the FTA will be limited to (1) failure to have or to follow the District's protest procedures or failure to review a complaint or Protest or (2) violations of Federal law or regulation.

A Protest Appeal to FTA must be received within five (5) working days of the date of the final decision by the Greater Hartford Transit District is rendered. The appeal must be in writing and must include the name and address of the protestor, cite the District as the grantee, the number of the solicitation, a statement of the grounds for protest and any supporting documentation, including a copy of the local Protest filed with the District and a copy of the District's decision, if any. Protest appeals should be filed with:

Federal Transit Administration Region 1 Office, Kendall Square Attention: Procurement Appeal 55 Broadway, Suite 920 Cambridge, MA 02142-1093

Upon receipt of a notice that an appeal has been submitted to FTA prior to the award of a contract, the District will immediately contact the appropriate FTA official to determine if the Response Date should be postponed. If the Response Date is postponed, the District will contact all Proposers or firms who have been furnished a copy of the RFP that an appeal has been filed and that the Response Date is postponed until FTA has issued its decision. Appropriate addenda will be issued rescheduling the Response Date.

Any appeal to FTA may be withdrawn at any time before FTA has issued its decision.

FTA's decision on any appeal will be final. No further appeals will be considered by FTA.

EXHIBIT D BID PROPOSAL FORM

BID PROPOSAL FORM

APPLICABILITY: This section applies to all work related to the IFB/contract.

RELATED DOCUMENTS: Addenda and general provisions of the Contract.

SUMMARY: This Section specifies the form of the Contractor's submittal

PROJECT IDENTIFICATION: GHTD IFB #07-021 Diesel to Gasoline Fuel Tank Conversion

SUBMISSION PROVIDED TO THE OWNER:

LaShaunda Drake Procurement and Contract Coordinator Greater Hartford Transit District One Union Place Hartford, CT 06103

Company Name (Please print or type)

Address (Street, city, state, zip)

Phone Number

Fax Number

Submitted by: _____ Date: _____ Name & Title (Print or type)

Authorized Signature:

I certify that I am an official of ______ and have the authority to execute this Bid Proposal. The undersigned hereby agrees to furnish the equipment and materials as listed below in accordance with the terms, conditions and specifications contained in GHTD 07-021. The undersigned agrees to provide construction services at 148 Roberts Street, East Hartford.

BID FORM – GHTD IFB #07-021

DIESEL TO GASOLINE FUEL TANK CONVERSION

PART I – BASE BID ITEMS

BID ITEM 1: MOBILIZATION AND DEMOBILIZATION. Engineers estimate: 1 ea. Complete all work on the plans titled "GHTD DIESEL TO GASOLINE CONVERSION" as shown on sheets AST 0.1, AST 0.2 and as referenced in the specifications and bid documents. Work includes all general conditions, permits, bonds, insurance, and all other items referenced in the bid docs, plans, and specifications, and as noted on the Summary of Work, Part A items 1 through 14 and 17 through 20.

BID ITEM 1, PRICE (dollars per ea..) \$_____

BID ITEM 1, PRICE (dollars in words) \$_____

BID ITEM 2 – BASE BID.

Complete all work on the plans titled "GHTD DIESEL TO GASOLINE CONVERSION" as shown on sheets AST 1.0 through AST 1.5 and as referenced in the specifications and bid documents. Work includes all work as noted on the Summary of Work, Part A item 16. In summary: remove and dispose of existing 10,000-gallon diesel tank and associated components and install new 12,000-gallon gasoline AST and associated components.

BID ITEM 2, PRICE (dollars) \$_____

Engineers estimate: 1 ea.

BID ITEM 2, PRICE (dollars in words) \$_____

BID ITEM 3: TRENCH PATCHING OR SURFACE REPAIR. Engineers estimate: 30 sf.

BID ITEM 3, PRICE (dollars per s.f.) \$_____

BID ITEM 3, PRICE (dollars in words) \$_____

PART I, TOTAL BASE BID ITEMS, PRICE (dollars) \$_____

PART I, TOTAL BASE BID ITEMS, PRICE (dollars in words) \$_____

BID FORM – GHTD IFB #07-021

DIESEL TO GASOLINE FUEL TANK CONVERSION

PART II – BID ADD/DEDUCT ITEMS

Complete all work on the plans titled "GHTD DIESEL TO GASOLINE CONVERSION" as shown on sheets AST 2.0 through AST 2.5 and as referenced in the specifications and bid documents. Work includes ADDING work shown on sheets AST 2.0 through AST 2.5 and outlined in the Summary of Work, Part A item 15 and REMOVING work shown on sheets AST 1.0 through AST 1.5 and as outlined in the Summary of Work, Part A item 16. In summary:

- **DEDUCT**: removal and disposal of existing 10,000-gallon tank, installation of new 12,000gallon tank and associated components
- ADD: clean and refurbish existing 10,000-gallon tank from diesel to gasoline, removal of dieselcompatible components and installation of new gasoline-compatible components

Indicate:

Add (increased dollar amount)

PART II, TOTAL BID ADD/DEDUCT ITEMS, PRICE (dollars) \$

PART II, TOTAL BID ADD/DEDUCT ITEMS, PRICE (dollars in words) \$

TOTAL BID PRICE WITH ADD/DEDUCT ITEMS (dollars) \$

TOTAL BID PRICE WITH ADD/DEDUCT ITEMS (dollars in words) \$

Company:	

Authorized Signature:

GHTD IFB #07-021 Diesel to Gasoline Fuel Tank Conversion	n
Exhibit D	

Engineers estimate: 1 ea.

Deduct (decreased dollar amount)

Print:_____

The following attachments shall be provided with all bids. Failure to provide the requested information may be considered material and be cause for rejection:

- A document listing exceptions to and/or variations from the conditions and specifications, if any.
- Warranties, as requested.
- Statement of Bidder's Qualifications.
- Project Manager/Superintendent Resume and Qualifications.
- Executed certifications.

The Undersigned understands and acknowledges that the failure to comply with the requirements of these certifications constitutes a non-responsive bid, and thereby, invalidates this entire bid proposal.

- Hourly rates for individuals involved in activities.
- Bid Bond Documentation.
- Schedule of Values
- List of Subcontractors

SUBMISSION – BASE BID: The base bid shall include the lump-sum costs, plus estimated work item quantities multiplied by unit prices, as identified below.

1. Project Mobilization shall include General Contractor and subcontractor mobilization costs. Include permits, temporary offices, etc. Provide itemized breakdown, if requested.

2. Project general requirements and all miscellaneous costs associated with completion of work in accordance with the construction documents. This shall include, but not be limited to, shoring, barricades, cleanup, dust and fume control, layout, equipment, waste disposal, documentation, and obstruction removal and replacement.

3. Contract lump-sum prices and unit prices shall include all costs to provide, install, and/or repair work items, including, but not limited to, labor, materials, equipment, shipping/transportation, supervision, overhead, and profits. Quantities shown are estimated, and the actual work quantities may be greater or fewer than these quantities.

The Bid unit price shall remain firm regardless of variations between the estimated and actual quantities. The quantities appearing in schedules in the contract documents are approximate only and are prepared for comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted in accordance with the contract unit prices. The Greater Harford Transit District reserves the right to delete any item, portion, or phase of the work. Bid price for all other work items to remain unchanged.

4. Schedule of work items, quantities, and prices comprising the base bid.

GHTD IFB #07-021 Diesel to Gasoline Fuel Tank Conversion Exhibit D

ADDENDA: The undersigned acknowledges receipt of the following:

CONTRACT TIME: The undersigned proposes the following Contract dates. Dates incorporated into the Owner-Contractor Agreement shall govern the Contract and supersede these proposed dates.

Proposed Commencement Date:

Proposed Final Completion Date:

SUPERINTENDENT: The undersigned acknowledges, including with this bid, a complete resume and listing of qualifications of the Project Manager/Superintendent the bidder intends to assign to this project throughout the duration of the Contract.

SUBMISSION BREAKDOWN AND LIST OF SUBCONTRACTORS: (Note: This can be an attachment to the Bid Proposal)

The base bid proposal is broken down as follows:

Provide Schedule of Values.

List of Subcontractors: The Subcontractors listed are proposed to be used by the bidder. Prior to the execution of the Contract, The Greater Hartford Transit District reserves the right to reject any Subcontractor and require substitution of any Subcontractor with another Subcontractor acceptable to the District.

Work Item/Task

Value

Proposed Subcontractor

GHTD IFB #07-021 Diesel to Gasoline Fuel Tank Conversion Exhibit D

EXHIBIT E REQUIRED FORMS AND CERTIFICATES

AFFIDAVIT

	STATE OF CONNECTICUT)) ss, 20
) ss, 20 COUNTY OF
	I,, being duly sworn, depose and say: (insert name of authorized agent)
1.	I am theof(the (insert title) (insert name of company) "Respondent") and am authorized on behalf of the Proposer to make this Affidavit.
2.	I am over 18 years of age and understand the obligations of an oath.
3.	There are no delinquent real and personal property taxes due the State of Connecticut from the Respondent.
4.	The Respondent is current on all monetary obligations due the State of Connecticut.
5.	The Respondent is currently in compliance with all applicable laws, regulations and ordinances of the United States and, State of Connecticut.
	(Insert name of company)
	By:
	Name: Title:
	Subscribed and sworn to before me,, the undersigned officer this
	day of, 20
	Notary Public

My Commission Expires:

CERTIFICATION OF ELIGIBILITY

	hereby certifies that neither
(Name of Proposer)	
it nor its "principals" is included on the U.S. Comptroller Gene	eral's Debarred Bidders List.
Signature:	
Firm:	

The Proposer certifies to the best of its knowledge and belief that it and its principals

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.
- B. Have not, within a three-year period preceding the date of this Proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph B of this Certification.
- D. Have not, within a three-year period preceding the date of this Proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall include an explanation in such regard with its Proposal.

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

(Check One)

_____ I DO CERTIFY

_____ I DO NOT CERTIFY

DATE: _____

SIGNATURE: _____

TITLE: _____

GHTD IFB #07-021 Diesel to Gasoline Fuel Tank Conversion Exhibit E

CERTIFICATION OF NON-COLLUSION

The Undersigned certifies, under penalties of perjury:

That this Proposal has been made by the Proposer independently, and has been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in this procurement document, designed to limit independent bidding or competition;

That the contents of the proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or it's surety or any bond furnished with the proposal, and will not be communicated to any such person prior to the official awarding of this procurement.

That I have fully informed myself regarding the accuracy of the statement made in the certificate.

SIGNATURE:		
NAME:		
FIRM:		
TITLE:	 	
DATE:		

CERTIFICATION OF RESTRICTIONS ON LOBBYING

Ι, Name & Title

_____, of _____ Name of Firm

hereby certify that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with its instruction as amended.
- 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.
- 4. The undersigned acknowledges that this certification is a material representation of fact, upon which reliance is placed at the time that the transaction concerned herewith was made or entered into, and that submission of this certification is a prerequisite for making or entering into such transaction imposed by Section 1352, Title 31, U.S. Code as amended. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure.
- 5. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 US Code A3801, et seq., apply to this certification and disclosure, if any.

Executed this day of . 20 .

By: _

Signature & Title of Authorized Official

CONTRACTOR'S STATEMENT ON SUB-CONTRACTORS

1. There are NO sub-Contractors associated with this proposal.

Authorized Signee:
Printed Name:
Title: Date:
For (Company):
OR
2. Listed below are sub-Contractors associated with this proposal. Additional sheets are
attached as required. Ihave also attached
appropriate Disadvantage Business Certifications.
Name of Company:
Address:
Contact Person:
Telephone #:
E-mail:
Name of Company:
Address:
Contact Person:
Telephone #:
E-mail:

GHTD IFB #07-021 Diesel to Gasoline Fuel Tank Conversion Exhibit E

CERTIFICATION FOR DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with State and/or Federal funds under this agreement.

The supplier or Contractor agrees to ensure that disadvantaged business enterprises as defined above have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award of federal assisted contracts.

The specific goal for this project is a minimum of 5%.

[] Contractor will meet the DBE goal for this contract. Proposer is certified according to requirements of DOT 49 CFR Part 26 as a DBE eligible for participation in DOT assisted contracts, and will be performing _____ percent (______%) of the contract work.

[] Contractor will meet the DBE goal for this contract. If awarded this contract, proposer will subcontract with the DBE(s) listed below which will be performing a total of _____ percent (____%) of the total dollar amount of contract work. Each DBE listed below is certified according to requirements of DOT 49 CFR Part 26 for participation in DOT assisted contracts.

DBE Name and Address Description of Work

Percent of Dollar Amount of Total Contract Work

(Attach additional sheets)

[] Contractor (if unable to meet the DBE goal of 5%) is committed to a minimum of ___% DBE utilization on this contract and will submit documentation demonstrating good faint efforts using the attached form.

SIGNATURE:			
NAME:			
FIRM:			
DATE:			

Any contractor and/or sub-contractor utilized to meet the DBE Participation requirements must be certified through the <u>State of Connecticut Department of Transportation's</u> Unified Certification Program (UCP.)

DBE GOOD FAITH EFFORTS DOCUMENTATION FORM ANNUAL DBE GOAL: 5%

If Contractor has indicated on the DBE Participation Form that it does not meet the DBE goal, proposer must submit this form with its DBE Participation Form as documentation of its good faith efforts to meet the goal. Failure to submit this form with its proposer may render this proposal non-responsive. The Greater Hartford Transit District may require that proposer provide additional substantiation of good faith efforts.

Date:	Area of Expertise:		
Name:	Company Name:		
Response:			
Date:	Area of Expertise:		
Name:	Company Name:		
Response:			
Date:	Area of Expertise:		
Name:	Company Name:		
Response:			
Date:	Area of Expertise:		
Name:	Company Name:		
Response:			
Date:	Area of Expertise:		
Name:	Company Name:		
Response:			

GHTD IFB #07-021 Diesel to Gasoline Fuel Tank Conversion Exhibit E

DBE LETTER OF INTENT (a separate form is to be submitted for each DBE firm)

Name of bidder/offeror's firm	m:	
Address:		
	State:	
Name of DBE firm:		
Address:		
	State:	_
Telephone:		
Description of work to be pe	erformed by DBE firm:	
	itted to utilizing the above-na nated dollar value of this wo	

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above and that the firm is DBE certified to perform the specific trades.

By_		Date:	
•	(Signature)		

(Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

BUY AMERICA CERTIFICATION

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless 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.

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

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

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

Date _____

Signature _____

Company Name_____

Title _____

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

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

Date	
Signature	
Company Name	
Title	

APPROVED EQUAL FORM

 Bidder/ Equipment Manufacturer

 IFB Equipment_____ Section Number _____ Section Title ______

Bidder's Request:

The District's Response:

Approved:	Denied:	Noted:	See Addendum:

Comments:

Procurement Officer: _____ Date: _____

GHTD IFB #07-021 Diesel to Gasoline Fuel Tank Conversion Exhibit E

STATEMENT OF BIDDER'S QUALIFICATIONS

(To be submitted by the Bidder with the Bid)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

1.	Name of Bidder:
2.	Bidder's Tax Identification Number:
3.	Permanent Main Office Address:
4.	When Organized:
5.	Organizational structure of business entity (select one):
	General partnership (GP)
	Limited partnership (LP)
	Limited liability corporation (LLC)
	Limited liability partnership (LLP)
	Corporation
	Individual doing business under a trade name (sole proprietor)
	Other (specify)

- 6. If a Corporation, Where Incorporated: _____
- 7. How many years have you been engaged in construction under your present firm or trade name:_____
- 8. Contracts on hand: (Schedule these, showing gross amount of each Contract and the appropriate anticipated dates of completion).

- 9. General character of work performed by you:
- 10. Have you ever failed to complete any work awarded to you? If so, where and why:
- 11. Have you ever defaulted on a Contract? If so, where and why.
- 12. List up to six past contracts of this type/size your firm has completed within the last three (3) years.

Project	Date	Contact Person	Phone No.

13. List your major equipment available for this Contract.

14. Experience in work similar in importance to this project.

GHTD IFB #07-021 Diesel to Gasoline Fuel Tank Conversion Exhibit E

6. Give Bank refere	nce.			
7. Status of the bus	iness and its	s current standing with the S	Secretary	of State's office:
	Secretary of	- Are all required filings f State be able to issue a te?	Yes	No
		s inesses – Have you filed a		
Certificate of Au		lication of Registration with		
Certificate of Au the Connecticut	Secretary or rtificate of G	f State? If not, submit a ood Standing from your		No
Certificate of Àu the Connecticut copy of your Ce state of incorpor 8. Is your local orga	Secretary o rtificate of G ration.	f State? If not, submit a bood Standing from your affiliate of a Parent company	Yes y? If so, i	indicate the princip
Certificate of Àu the Connecticut copy of your Ce state of incorpor 8. Is your local orga	Secretary o rtificate of G ration.	f State? If not, submit a bood Standing from your	Yes y? If so, i	indicate the princip
Certificate of Au the Connecticut copy of your Ce state of incorpor 8. Is your local orga of business of the Business Name	Secretary o rtificate of G ration. nization an parent com	f State? If not, submit a bood Standing from your affiliate of a Parent company	Yes y? If so, i nt for serv	indicate the princip
Certificate of Au the Connecticut copy of your Ce state of incorpor 8. Is your local orga of business of the Business Name Address	Secretary o rtificate of G ration. nization an parent com	f State? If not, submit a bood Standing from your affiliate of a Parent company apany and the name of ager	Yes y? If so, i nt for serv	indicate the principrice.
Certificate of Au the Connecticut copy of your Ce state of incorpor 8. Is your local orga of business of the Business Name Address City	Secretary o rtificate of G ration. nization an parent com	f State? If not, submit a bood Standing from your affiliate of a Parent company apany and the name of ager	Yes y? If so, i nt for serv	indicate the principrice.
Certificate of Au the Connecticut copy of your Ce state of incorpor 8. Is your local orga of business of the Business Name Address	Secretary o rtificate of G ration. nization an parent com	f State? If not, submit a bood Standing from your affiliate of a Parent company apany and the name of ager	Yes y? If so, i nt for serv	indicate the principrice.
Certificate of Au the Connecticut copy of your Ce state of incorpor 8. Is your local orga of business of the Business Name Address City Name of Agent	Secretary o rtificate of G ration. nization an a parent com	f State? If not, submit a bood Standing from your affiliate of a Parent company apany and the name of ager	Yes y? If so, i nt for serv	indicate the princip
Certificate of Au the Connecticut copy of your Ce state of incorpor 8. Is your local orga of business of the Business Name Address City Name of Agent	Secretary o rtificate of G ration. Inization an a parent com	f State? If not, submit a bood Standing from your	Yes y? If so, i nt for serv	indicate the princip
Certificate of Au the Connecticut copy of your Ce state of incorpor 8. Is your local orga of business of the Business Name Address City Name of Agent 9. List of Affiliated B	Secretary o rtificate of G ration. Inization an a parent com	f State? If not, submit a bood Standing from your affiliate of a Parent company ppany and the name of ager State Zip attach additional sheets as r	Yes y? If so, i nt for serv	ndicate the princip rice. y):

- 20. Based on the organizational structure of your business, provide a current listing of all corporate officers, principals, general or managing partners, limited partners, managers and members. If sole proprietorship or general partnership, attach trade name certificate filed with the town clerk's office.
- 21. Submit copies of all required business (trade and occupational) licenses with your response.
- 22. Your company may be asked to submit information relative to your company's financial statements and/or a Dun & Bradstreet report may be obtained prior to receiving an award. This information will be protected to the fullest extent required by law.
- 23. Additional information/documentation may be requested subsequent to your responding to this solicitation.
- 24. The undersigned hereby authorizes and requests any persons, firm, or corporation to furnish any information requested by the Greater Hartford Transit District in verification of the recitals comprising this statement of the Bidder's qualifications.

Dated at	this	day of		20
	(Nam	e of Bidder)		
Ву:				
Title:			-	
State of)) SS	
County of)		
			being duly :	sworn,
deposes and says that he	/she is			
he/she answers to the fore	of egoing questions a	nd all stateme	ents therein are	and that true and correct.
Subscribed and sworn to b	pefore me this		day of	20
			(Notary	Public)
	My Commiss	sion Expires:		

EXHIBIT F STATE OF CONNECTICUT CONTRACT REQUIREMENTS

REQUIREMENTS OF THE STATE OF CONNECTICUT

The Agreement between the District and the Connecticut Department of Transportation has specific provisions that are passed on to all third party contractors including, but not limited to, Civil Rights, Nondiscrimination, Affirmative Action/Equal Employment Opportunities, Disadvantaged Business Enterprise, Governors' Executive Orders, Code of Ethics, and all applicable federal regulations. These provisions and all applicable appendices of the Agreement are herein incorporated by reference and made a part of this contract.

Signed:

Authorized Corporate Official

Date

CONNECTICUT REQUIRED CERTIFICATIONS

All contract certifications required by the State of Connecticut must be included with the proposal. The instructions and affidavits forms are available at the State of Connecticut, Office of Policy and Management Internet site at:

http://www.ct.gov/opm/cwp/view.asp?A=2982&Q=386038

Gift Certification – Form 1 Certification of State Agency Official or Employee Authorized to Execute Contract – Form 3 Consulting Agreement Affidavit – Form 5

Check this site immediately before you submit your proposal in case of any recent changes to the State's contractual requirements for State contracts for goods and services with a value of \$50,000 or more. It is the responsibility of the proposer to ensure that any and all up-to-date contract certification forms are properly filled out and submitted with your proposal.

SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

To be eligible for the State of Connecticut's SBE certification a company must meet the legal definition of a small business or that of a minority owned firm:

SMALL BUSINESS ENTERPRISE (SBE):

Been doing business under the same ownership or management and has maintained its principal place of business in Connecticut for at least one year immediately prior to the date of application; Gross revenues not exceeding \$15,000,000 during its most recent fiscal year; and, 51% ownership held by a person(s) who exercises the operational authority over daily affairs of the business and has the power to direct policies and management and receives beneficial interests of the business.

MINORITY BUSINESS ENTERPRISE (MBE):

A small business (must meet the above-stated SBE criteria) with at least 51% ownership by one or more minority person(s) who exercises operational authority over daily affairs of the business, has the power to direct management and policies, and receives the beneficial interests of the business. A minority is a person(s) who is American Indian, Asian, Black, Hispanic, has origins in the Iberian Peninsula, a woman, or an individual with a disability.

Yes____; My Company is certified by the State of Connecticut as a SBE; attach a copy of the SBE Certification.

No_____; My Company is not certified by the State of Connecticut as a SBE.

SBE Certification

The contractor hereby acknowledges that **District** has established a contract goal of **zero percent (0%)** for this project. No further action is required.

Firm Name:

Signature:

Title: _____

Date:

<u>NOTE:</u> This form is to be submitted with the Proposal. Please attach the names and addresses of any and all SBE eligible subcontractors who will perform work on this project, and the approximate dollar amounts to be paid to them. If there is no participation then this must be indicated on the form; the form executed and returned with this Proposal.

EXECUTIVE ORDERS

This Agreement is subject to the provisions of Executive Order No 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this agreement as if they had been fully set forth in it. For complete text of said documents, please go to:

https://portal.ct.gov/Office-of-the-Governor/Governors-Actions/Executive-Orders

Environmental Law Compliance

The Proposer shall be responsible to comply with all federal and state environmental laws and regulations pertaining to the operation of transit motor buses and/or facilities managed by the Second Party, including but not limited to, pollutants emissions control, storage and/or disposal of waste, fluids, fuels, oil, and chemicals in general. The Second Party shall be responsible to comply with OSHA regulations. The Second Party will hold the State and CTTRANSIT harmless of any lawsuits and/or fines with respect to any environmental and/or OSHA regulations.

Publication of Reports

The ownership of all data and material collected under this Agreement shall be vested in the Proposer and the State. All reports shall be submitted to District for review prior to publication. The following statement should appear on the cover or title page of any published report prepared under the terms of this Agreement:

"Prepared in cooperation with the U.S. Department of Transportation (including its participating agencies), Connecticut Department of Transportation and the Greater Hartford Transit District. The opinions, findings and conclusions expressed in this publication are those of the Second Party and do not necessarily reflect the official views or policies of the District, Connecticut Department of Transportation and/or the U.S. Department of Transportation."

Jurisdiction and Forum Language

This Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut, whether or not its conflict of laws principles would dictate otherwise. This Agreement shall be deemed to have been made in Hartford, Connecticut.

The Proposer irrevocably consents with respect to any claims or remedies at law or in equity, arising out of or in connection with this Agreement to the jurisdiction of the Connecticut Superior Court (except as otherwise required by law or that Agreement), and, with respect to any claim between the Parties, to venue in Judicial District of Hartford-New Britain at Hartford or the United States Federal Court, District of Connecticut, and irrevocably waives any objections that it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non convenience or otherwise. Nothing herein shall be construed to waive any of the States or the District's immunities.

Litigation

The Proposer agrees that the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Proposer further agrees not to

initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

FREEDOM OF INFORMATION ACT

The State is entitled to receive a copy of records and files related to the performance of the Proposer under this Agreement, and such records and files may be subject to the Freedom of Information Act and may be disclosed by the Sate pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the State in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.

RIGHT TO INSPECT RECORDS

By way of its agreement with the Connecticut Department of Transportation, the District agrees to include in all its subcontracts a provision to the effect the subcontractor agrees that the State, the U.S. Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives, shall, until the expiration of three (3) years after the final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontractor. The term "subcontractor" as used in this clause excludes work not exceeding \$25,000.00.

The period of access and examination described above, for records which relate to (1) appeals for disputes, (2) litigation of the settlement of claims arising out of the performance of this contract, or (3) costs and expenses in relation to the performance of this contract to which exception has been taken by the State, the Comptroller General or any of their duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

PROVISIONS DATED MARCH 6, 1998 "SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES"

1. General

- A. Equal employment Opportunity Requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375, the Railroad Revitalization and Regulatory Reform Act of 1976 and other U.S. Department of Transportation nondiscrimination legislation are set forth in this Required Contract/Agreement Provision. The requirements set forth in these special provisions shall constitute the specific affirmative action requirements for project activities under this contract (or agreement) and supplement the equal employment opportunity requirements set forth in other related contract provisions.
- B. "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

Contractors	Vendors (where applicable)
Subcontractors	Suppliers of Materials (where applicable)
Consultants	Municipalities (where applicable)
Subconsultants	Utilities (where applicable)

- C. The Company will work with the Connecticut Department of Transportation and the federal government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract or agreement.
- E. The Company and all their subcontractors or subconsultants holding subcontracts or subagreements of \$10,000 or more on federally assisted projects and \$5,000 or more on state funded projects, will comply with the following minimum specific requirement activities of equal employment opportunity. The Company will physically include these requirements in every subcontract or subagreement meeting the monetary criteria above with such modification or language as is necessary to make them binding on the subcontractor or subconsultant.
- F. These Required Contract Provisions apply to all state funded and/or federally assisted projects. activities and programs in all facets of the Connecticut Department of Transportation operations resulting in contracts or agreements.

2. Equal Employment Opportunity Policy

The Company will develop, accept and adopt as its operating policy and Affirmative Action Plan utilizing as a guide the Connecticut Department of Transportation Affirmative Action Plan Guideline.

3. Equal Employment Opportunity Officer

The Company will designate and make known to the State Department of Transportation contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and

promoting an active program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

- A. All members of the Company's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Company's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less than once every six (6) months thereafter, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable Company Official.
 - (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable Company official covering all major aspects of the Company's equal employment opportunity obligations within thirty (30) days following their reporting for duty with the Company.
 - (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate Company official in the Company's procedures for locating and hiring protected class group employees.
- B. In order to make the Company's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Company will take the following actions:
 - (1) Notices and posters setting forth the Company's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - (2) The Company's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

- A. When advertising for employees, the Company will include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- B. The Company will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies,

schools, colleges and minority group organizations. To meet this requirement, the Company will, through its EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Company for employment consideration.

In the event the Company has a valid bargaining agreement providing for exclusive hiring of all referrals, the Company is expected to observe the provisions of that agreement to the extent that the system permits the Company's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Company to do the same, such implementation violates Executive Order 11246, as amended.)

C. The Company will encourage its present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in the areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoffs, and termination, shall be taken without regard to race, color, religion, sex, or national origin, etc. The following procedures shall be followed:

- A. The Company will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- B. The Company will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practice.
- C. The Company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective actions shall include all affected persons.
- D. The Company will promptly investigate all complaints of alleged discrimination made to the Company in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Company will inform every complainant of all of his avenues of appeal.
- E. The general contact provision entitled A(76) Affirmative Action Requirements is made part of this document by reference. In conjunction with this contract provision, only the job categories will change in order to be comparable with the job categories utilized by the Company proposing to do business with the Connecticut Department of Transportation. The goals and timetables will remain the same throughout the contract provision.

7. Training and Promotion

- A. The Company will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- B. Consistent with the Company's work force requirements and as permissible under Federal and State regulations, the Company shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contact performance. Where feasible, 25 percent of apprentices of trainees in each occupation shall be in their first year of apprenticeship of training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded.
- C. The Company will advise employees and applicants for employment of available training programs and entrance requirements for each.
- D. The Company will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions

If the Company relies in whole or in part upon unions as a source of employees, it will use its best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Company either directly or through an association acting as agent will include the procedures set forth below:

- A. The Company will use its best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- B. The Company will use its best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin, etc.
- C. The Company is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Company, the Company shall so certify to the Connecticut Department of Transportation and shall set forth what efforts have been made to obtain such information.
- D. In the event the union is unable to provide the Company with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Company will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex or national origin, etc. making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that there shall be no excuse that the union with which the Company has a collective bargaining agreement providing for exclusive referral failed to refer minority employees). In the event the union referral practice prevents the Company from meeting the obligations pursuant to Executive Order 11246, as amended, and these provisions, such Company shall immediately notify the Connecticut Department of Transportation.

9. Subcontracting

- A. The Company will use its best efforts to solicit Bids from and to utilize minority group subcontractors, or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain a list of applicable Disadvantaged Business Enterprise firms from the Division of Contract Compliance.
- B. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.
- C. The General Contract Provisions entitled "Minority Business Enterprises as Subcontractors" is made part of this document by reference and its requirements are applicable to all entities proposing to do business with the Connecticut Department of Transportation.

10. Records and Reports

For the duration of the project, the company will maintain records as are necessary to determine compliance with the Company's equal employment opportunity obligations and Affirmative Action requirements. Additionally, the company will submit all requested reports in the manner required by the contracting agency.

- A. The number of minority and non-minority group members and women employed in each work classification on the project.
- B. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Companies which rely on whole or in part on unions as a source of their work force).
- C. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and
- D. The progress and efforts being made in securing the services of minority and female owned businesses.
 - (1) All such records must be retained for a period of three (3) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the U.S. Department of Transportation including consultant firms.
 - (2) If on-the-job training is being required by the "Training Special Provision", the Company will be required to furnish a Monthly Training Report and Supplement Report (1409) for each trainee.

11. Affirmative Action Plan

A. Contractors, subcontractors, Vendors, suppliers, and all other Companies with contracts, agreements or purchase orders completely state funded will submit an Affirmative Action Plan if the contract value is \$5,000 or over.

- B. Contractors, subcontractors, Vendors, suppliers, and all other Companies with federally assisted contracts, agreements, or purchase orders valued at \$10,000 or more will submit an Affirmative Action Plan.
- C. Companies with contracts, agreements, or purchase orders with total dollar value <u>under</u> that which is stipulated in A and B above shall be exempt from the required submission of an Affirmative Action Plan unless otherwise directed by the Division of Contract Compliance.

EXHIBIT G CONNECTICUT DEPARTMENT OF LABOR PREVAILING WAGE BID PACKAGE

Minimum Rates and Classifications for Heavy/Highway Construction

ID#: 21-21509

Connecticut Department of Labor Wage and Workplace Standards Division

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: GHTD IFB #07-021	Project Town: Hartford
State#: GHTD IFB #07-021	FAP#: Hartford

Project: Diesel to Gasoline Fuel Tank Conversion (Greater Hartford Transit District)

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	36.45	34.44
2) Carpenters, Piledrivermen	34.53	25.64
2a) Diver Tenders	34.53	25.64
3) Divers	42.99	25.64
03a) Millwrights	35.64	26.49
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	52.25	22.55
4a) Painters: Brush and Roller	35.62	22.55
4b) Painters: Spray Only	38.62	22.55
4c) Painters: Steel Only	37.62	22.55
4d) Painters: Blast and Spray	38.62	22.55
4e) Painters: Tanks, Tower and Swing	37.62	22.55

Project: Diesel to Gasoline Fuel Tank Conversion (Greater Hartford Transit District)		
5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L- 1,2 V-1,2,7,8,9)	40.25	29.17+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	36.67	37.62 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP- 1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	44.63	32.95
LABORERS		
8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	31.0	22.15
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	31.25	22.15
10) Group 3: Pipelayers	31.5	22.15
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	31.5	22.15
12) Group 5: Toxic waste removal (non-mechanical systems)	33.0	22.15
13) Group 6: Blasters	32.75	22.15
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	32.0	22.15
Group 8: Traffic control signalmen	18.0	22.15
Group 9: Hydraulic Drills	29.3	18.90
LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air		
13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	33.23	22.15 + a
13b) Brakemen, Trackmen	32.26	22.15 + a
14) Concrete Workers, Form Movers, and Strippers	32.26	22.15 + a

Project: Diesel to Gasoline Fuel Tank Conversion (Greater Hartford Transit District) 15) Form Erectors	32.59	22.15 + a
ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:		
16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	32.26	22.15 + a
17) Laborers Topside, Cage Tenders, Bellman	32.15	22.15 + a
18) Miners	33.23	22.15 + a
TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR:		
18a) Blaster	39.72	22.15 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	39.52	22.15 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	37.54	22.15 + a
21) Mucking Machine Operator	40.31	22.15 + a
TRUCK DRIVERS(*see note below)		
Two axle trucks	29.86	25.79 + a
Three axle trucks; two axle ready mix	29.97	25.79 + a
Three axle ready mix	30.03	25.79 + a
Four axle trucks, heavy duty trailer (up to 40 tons)	30.08	25.79 + a
Four axle ready-mix	30.13	25.79 + a
Heavy duty trailer (40 tons and over)	30.35	25.79 + a
Specialized earth moving equipment other than conventional type on- the road trucks and semi-trailer (including Euclids)	30.13	25.79 + a

Project: Diesel to Gasoline Fuel Tank Conversion (Greater Hartford Transit District) ----POWER EQUIPMENT OPERATORS----

Group 1: Crane handling or erecting structural steel or stone,	42.45	25.30 + a
hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over, Tunnel Boring Machines. (Trade License Required)	.2. 15	u
Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	42.11	25.30 + a
Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar);Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	41.32	25.30 + a
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	40.91	25.30 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24	40.28	25.30 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	40.28	25.30 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	39.95	25.30 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24	39.59	25.30 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	39.17	25.30 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).	38.71	25.30 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	36.54	25.30 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	36.54	25.30 + a
Group 12: Wellpoint Operator.	36.48	25.30 + a
Group 13: Compressor Battery Operator.	35.86	25.30 + a

Project: Diesel to Gasoline Fuel Tank Conversion (Greater Hartford Transit District)		
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	34.66	25.30 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	34.23	25.30 + a
Group 16: Maintenance Engineer/Oiler	33.54	25.30 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	38.11	25.30 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	35.53	25.30 + a
**NOTE: SEE BELOW		
LINE CONSTRUCTION(Railroad Construction and Maintenance)		
20) Lineman, Cable Splicer, Technician	48.19	6.5% + 22.00
21) Heavy Equipment Operator	42.26	6.5% + 19.88
22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21
23) Driver Groundmen	26.5	6.5% + 9.00
23a) Truck Driver	40.96	6.5% + 17.76
LINE CONSTRUCTION		
24) Driver Groundmen	30.92	6.5% + 9.70
25) Groundmen	22.67	6.5% + 6.20
26) Heavy Equipment Operators	37.1	6.5% + 10.70
27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45

Project: Diesel to Gasoline Fuel Tank Conversion (Greater Hartford Transit District)

Welders: Rate for craft to which welding is incidental. *Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers. **Note: Hazardous waste premium \$3.00 per hour over classified rate

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)

2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson

3) Cranes (under 100 ton rated capacity)

Crane with 150 ft. boom (including jib) - \$1.50 extra Crane with 200 ft. boom (including jib) - \$2.50 extra Crane with 250 ft. boom (including jib) - \$5.00 extra Crane with 300 ft. boom (including jib) - \$7.00 extra Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyperson instructing and supervising the work of each apprentice in a specific trade.

Project: Diesel to Gasoline Fuel Tank Conversion (Greater Hartford Transit District)

~~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~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 clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

Important Information:

For use with Building, Heavy/Highway, and Residential

Welders: Rate for craft to which welding is incidental.

*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.

**Note: Hazardous waste premium \$3.00 per hour over classified rate.

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson
- 3) Cranes (under 100 ton rated capacity)

Crane with boom including jib, 150 feet - \$1.50 extra. Crane with boom including jib, 200 feet - \$2.50 extra. Crane with boom including jib, 250 feet - \$5.00 extra. Crane with boom including jib, 300 feet - \$7.00 extra. Crane with boom including jib, 400 feet - \$10.00 extra.

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

 Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyperson instructing and supervising the work of one apprentice in a specific trade.

Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work

- The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.
- Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.
- The annual adjustments will be posted on the Department of Labor's Web page: <u>www.ctdol.state.ct.us</u>.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.
- All subsequent annual adjustments will be posted on our Web Site for contractor access.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage.

- All Persons who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.
- All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)
- Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

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 clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine

Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

Covered by thePREVALING WAGE CAUCT General Statutes Section 31-53If you have QUESTIONS regarding your wages CALL (860) 263-6790Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.	<image/> <text></text>
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[ew] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first rtified payroll on the project.

e with Conn yrolls with a nitted month	e with Connecticut General Statutes, 31-53 yrolls with a statement of compliance nitted monthly to the contracting agency.	Statutes, 31-53 npliance cting agency.	ч	PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS WEEKLY PAYROLL	RTIFICAT	TON FOR I WEEK	FOR PUBLIC W WEEKLY PAYRO	WORKS PR	OJECTS				Connectic Wage and V 200 Fol	nnecticut Department e and Workplace Stan 200 Folly Brook Blvd.	Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd.
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Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:	
1) Medical or hospital care	4) Disability
2) Pension or retirement	5) Vacation, holiday
3) Life Insurance	6) Other (please specify)
CERTIFIED STATEM	IENT OF COMPLIANCE
For the week ending date of	,
I,of	, (hereafter known as
Employer) in my capacity as	(title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

a) The records submitted are true and accurate;

b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;

c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);

d) Each such person is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;

e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and

f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

(Signature)

(Title)

Submitted on (Date)

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November 29, 2006

Notice

To All Mason Contractors and Interested Parties Regarding Construction Pursuant to Section 31-53 of the Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- Laborers (Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine feet only.

- **Power Equipment Operator** (Group 9) - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

Information Bulletin Occupational Classifications

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.

Below are additional clarifications of specific job duties performed for certain classifications:

<u>ASBESTOS WORKERS</u>

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

<u>ASBESTOS INSULATOR</u>

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

BOILERMAKERS

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

<u>BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS,</u> <u>PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO</u> <u>WORKERS, TILE SETTERS</u>

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

<u>CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR</u> LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

• LABORER, CLEANING

• The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

DELIVERY PERSONNEL

• If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages <u>are not required</u>. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

• An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

ELECTRICIANS

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. **License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.*

• ELEVATOR CONSTRUCTORS

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. **License required by Connecticut General Statutes: R-1,2,5,6.*

• FORK LIFT OPERATOR

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

• <u>GLAZIERS</u>

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

IRONWORKERS

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

INSULATOR

• Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

LABORERS

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

• <u>PAINTERS</u>

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

• LEAD PAINT REMOVAL

- Painter's Rate
 - 1. Removal of lead paint from bridges.
 - 2. Removal of lead paint as preparation of any surface to be repainted.
 - 3. Where removal is on a Demolition project prior to reconstruction.
- Laborer's Rate
 - 1. Removal of lead paint from any surface NOT to be repainted.
 - 2. Where removal is on a *TOTAL* Demolition project only.

PLUMBERS AND PIPEFITTERS

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. **License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4*.

POWER EQUIPMENT OPERATORS

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. *License required, crane operators only, per Connecticut General Statutes.

<u>ROOFERS</u>

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

<u>SHEETMETAL WORKERS</u>

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, facia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air -balancing ancillary to installation and construction.

SPRINKLER FITTERS

Installation, alteration, maintenance and repair of fire protection sprinkler systems. **License required per Connecticut General Statutes: F-1,2,3,4.*

• <u>TILE MARBLE AND TERRAZZO FINISHERS</u>

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

TRUCK DRIVERS

~How to pay truck drivers delivering asphalt is under <u>REVISION~</u>

Truck Drivers are requires to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. **License required, drivers only, per Connecticut General Statutes.*

For example:

• Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.

• Hauling material off site is not covered provided they are not dumping it at a location outlined above.

• Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

 Any questions regarding the proper classification should be directed to: Public Contract Compliance Unit Wage and Workplace Standards Division Connecticut Department of Labor 200 Folly Brook Blvd, Wethersfield, CT 06109 (860) 263-6543.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTMATELY ARISE CONCERNIG THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

Connecticut Department of Labor Wage and Workplace Standards Division FOOTNOTES

⇒ Please Note: If the "Benefits" listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the "Benefits" section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons (Building Construction) and

(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators

(Heavy and Highway Construction & Building Construction)

a. Paid Holidays: New Year's Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

STATUTE 31-55a

- SPECIAL NOTICE -

To: All State and Political Subdivisions, Their Agents, and Contractors

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the *contractor's* responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: <u>www.ctdol.state.ct.us</u>. For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

CONNECTICU	JT DEPARTMENT OF LABOR
WAGE AND WORKI	PLACE STANDARDS DIVISION
	WAGE CERTIFICATION FORM t Risk/General Contractor/Prime Contractor
I	of
Officer, Owner, Authorized Rep.	of Company Name
do hereby certify that the	
do hereby certify that the	Company Name
	Street
	City
and all of its subcontractors will pay all wor	
Project Name a	nd Number
Street and Cit	y
the wages as listed in the schedule of prevai attached hereto).	ling rates required for such project (a copy of which is
	Signed
Subscribed and sworn to before me this	day of
	Notary Public
Return to: Connecticut Department of Wage & Workplace Standar 200 Folly Brook Blvd. Wethersfield, CT 06109	

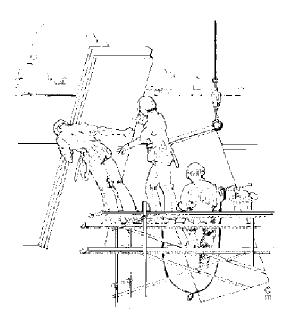
~NOTICE~

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached "Contracting Agency Certification Form" to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

[∞] Inquiries can be directed to (860)263-6543.



CONNECTICUT DEPARTMENT OF LABOR WAGE AND WORKPLACE STANDARDS DIVISION CONTRACT COMPLIANCE UNIT

CONTRACTING AGENCY CERTIFICATION FORM

I,	, acting in my	official capacity as
	representative	title
for	, locat	ed at
con	tracting agency	address
do hereby ce	ertify that the total dollar amount o	f work to be done in connection with
	,1	ocated at
proje	ect name and number	address
shall be <u>\$</u>	, which includes	all work, regardless of whether such project
consists of o	ne or more contracts.	
	CONTRACTC	PR INFORMATION
Name:		
Address:		
Approximate	e Starting Date:	
Approximate	e Completion Date:	
S	lignature	Date
V	Connecticut Department of Lab	
	Wage & Workplace Standards Contract Compliance Unit	
	200 Folly Brook Blvd.	
	200 rony brook brou.	

Date Issued: _____

Wethersfield, CT 06109

EXHIBIT H TECHNICAL SPECIFICATIONS AND SPECIAL PROVISIONS

SERVICE DESCRIPTION

a) Purpose

The District is requesting Competitive Sealed Bids from qualified firms for a contractor interested in contracting with the District to perform a Diesel to Gasoline Fuel Tank Conversion at the Greater Hartford Transit District's ADA Paratransit Maintenance and Operations Facility, located at 148 Roberts Street, East Hartford, CT 06108.

b) Scope of Work

The work for this project mainly consists of either the removal of an existing 10,000-gallon diesel tank and installation of a new 12,000-gallon gasoline, or refurbishing the existing 10,000-gallon diesel tank for use by gasoline. Both options include reusing, relocating, or installing new equipment to facilitate the use of gasoline rather than diesel fuel, and cleaning all piping and/or tank of old diesel fuel. Work includes reconfiguring existing equipment to accommodate gasoline fueling on an alternative traffic pattern through the GHTD garage area, including removal of diesel-specific equipment and filling/repair of all remnant used penetrations. Includes all electrical work associated with completing the above items. Comprehensive Environmental Inc. (CEI), is the designer/engineer of record for this project. The work is as described in this document and IFB are complementary and are considered to comprise the Technical Specifications.

GHTD IFB #07-021 Diesel to Gasoline Fuel Tank Conversion Exhibit H

SECTION 01010

GHTD DIESEL TO GASOLINE CONVERSION – SUMMARY OF WORK

PART 1 - GENERAL

1.01 SCOPE OF WORK

The work for this project mainly consists of either the removal of an existing 10,000-gallon diesel tank and installation of a new 12,000-gallon gasoline, or refurbishing the existing 10,000-gallon diesel tank for use by gasoline. Both options include reusing, relocating, or installing new equipment to facilitate the use of gasoline rather than diesel fuel, and cleaning all piping and/or tank of old diesel fuel. Work includes reconfiguring existing equipment to accommodate gasoline fueling on an alternative traffic pattern through the GHTD garage area, including removal of diesel-specific equipment and filling/repair of all remnant used penetrations. Work also includes all electrical work associated with completing the above items.

For additional information, see Part 3 below.

PART 2 - PRODUCTS

Not Used

PART 3 – EXECUTION

- A. The Scope of work under this contract shall be as described herein and as shown on the attached drawings. All work shall comply with appropriate local, state, and federal codes and regulations. The Contractor is responsible for furnishing all labor, materials, and equipment necessary to perform the work below and perform all work shown on the contract drawings:
 - 1. Mobilize of equipment, materials, and personnel to the site. Staging area shall be coordinated with the Owner and Engineer prior to mobilizing;
 - 2. Transport all materials to and from the site in sufficient quantities and delivery timetable for expedited completion of the project;
 - 3. Preserve and maintain all existing utilities and utility connections within the project area and immediately adjacent;
 - 4. Preserve access to all roads, driveways, parking areas, maintain all areas in good condition, and make any repairs necessary immediately;
 - 5. Prepare Emergency Action Plan in accordance with NFPA 30 regulations;

- 6. Remove existing DEF dispensers and tank in working condition and provide to the Owner to be stored in a designated location, or dispose of as agreed upon with the Owner;
- 7. Remove existing satellite hose stand in working condition and provide to the Owner to be stored in a designated location, or dispose of as agreed upon with the Owner;
- 8. Relocate hose retrievers, meter fuel stand, filter holder, and all associated electrical wiring;
- 9. Convert existing master hose stand to facilitate dispensing of gasoline and complete all associated electrical work;
- 10. Replace all diesel filters with gasoline and provide one additional gasoline filter for each meter;
- 11. Clean all sumps, replace gaskets, install new bolts and washers. Install new aboveground piping from the sump to the relocated fuel meter;
- 12. Remove all tramway and overhead fuel piping and supports;
- 13. Relocate existing vehicle sensors and complete all associated electrical work;
- 14. Convert all existing fuel pumps from diesel to gasoline, including replacing all applicable internal and external equipment, cleaning, purging, flushing, and electrical work;
- 15. If AST conversion is selected:
 - a. Install new atmospheric vent, mechanical line leak detector, stage 1 dry break, automatic tank gauging, replace fuel marker, and tank gauging probe float kit;
 - b. Complete all associated electrical work; and
 - c. Test, clean, purge, and flush the old tank prior filling with new gasoline. Properly contain and dispose of contaminated fuel.
- 16. If new AST is selected:
 - a. Remove and properly dispose of existing AST and any other equipment slated for removal as part of the tank;
 - b. Install new fill port containment, solenoid valve, spill containment box, interstitial monitor, stage 1 vapor recovery system, fill tube, vent cap and emergency vents, clock gauge, STP, ball valve, solenoid valve, line leak detector;
 - c. Reuse existing high level alarm and relocate existing overfill alarm; and
 - d. Secure tank to concrete pad
 - e. Complete all associated electrical work.

- 17. Cap all abandoned conduit with concrete or other material to match existing conditions and set all final elevations flush with surrounding areas;
- 18. Miscellaneous associated work as indicated on the drawings and these specifications;
- 19. Restoration of all other areas disturbed during construction; and
- 20. Demobilizing from the site.
- B. The Contractor is responsible for identifying and locating all underground and above ground utilities and service lines prior to any below or above ground site alterations. The Contractor is responsible for notifying concerned utilities, at least 72 hours prior to excavation in the proximity of telephone, gas and electric utilities, by calling Dig Safe at 1-888-344-7233 and all other utilities by calling the appropriate agency.
- C. Contractor shall notify the Town of East Hartford 72 hours prior to any work on Town-owned streets and/or utilities for mark-out of the existing system.
- D. The Contractor is to perform the work of this contract in accordance with applicable State and Federal laws and regulations. In the event the Owner is required to pay any fines, administrative penalties or damages to anyone, including governmental agencies, due to the Contractor's failure to perform in accordance with this contract and/or regulations, the Contractor will indemnify and hold harmless the Owner and reimburse Owner for all such payments plus reasonable legal fees and expenses incurred.
- E. The contractor is responsible for obtaining and paying for all permits. Please be advised that GHTD has submitted a permit application and paid the fee for a \$100,000 project. The contractor is responsible for all costs above that amount consistent with its bid.
- F. The Contractor is required to provide bonds, insurance and pay prevailing wages and retain minority subcontractors as detailed in the bid documents.

END OF SECTION

SECTION 115600 FUELING SYSTEM CONVERSION EQUIPMENT

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, apply to this Section.
- 1.2 SUMMARY
 - A. This Section includes the following:
 - 1. Aboveground fuel storage tank conversion or new including all piping, valves, fittings, electrical work, appurtenances and accessories, repair work, and any other component parts reasonably incidental to providing a complete fuel dispensing system for gasoline.
 - 2. Excavation, trenching, backfilling and compaction for fuel piping (if required).
 - 3. Cleaning, testing, start up and filling of the new or retrofitted tank.

1.3 QUALITY ASSURANCE

- A. American Society for Testing and Materials (ASTM)
 - 1. A53-81a Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless.
 - 2. A120-81 Pipe, Steel, Black and Hot-Dipped, Zinc-Coated (Galvanized) Welded and Seamless, for Ordinary Uses.
- B. Underwriters Laboratories, Inc. (UL)
 - 1. Requirements applicable to product listing and labeling.
- C. All work shall be installed in compliance with NFPA Standards 17, 30, 30A, and 31.
- D. Comply with Connecticut Department of Transportation, local, and state codes.
- E. Comply with EPA Regulations 40 CFR Part 280.
- F. This contractor, including the installation foreman shall have not less than five years continuous experience in the installation of fuel storage systems. They shall be fully qualified for fuel tank installations by the tank manufacturer and shall have attended the manufacturer's training seminar within the past two years.
- G. Equipment shall be produced by a manufacturer of established reputation with a minimum of five years experience supplying specified equipment.
- H. All components shall be factory tested and documented to operate as a complete system.

- I. The manufacturer authorized representative shall be factory trained and certified personnel providing service, startup, and quality control field labor for the project from their local office.
- J. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

1.4 ACTION SUBMITTALS

- A. Product data including rated capacities of selected model, weights (shipping, installed, and operating), furnished specialties, electrical requirements, equipment interconnections, and accessories; and installation and startup instructions.
- B. Shop drawings and schematics detailing fabrication, installation, piping layout, materials and finishes, system interconnections, and utility connections of equipment assemblies. Indicate dimensions, weights, loadings, required clearances, method of field assembly, components, and location and size of each field connection.
- C. Wiring diagrams detailing power and control wiring and differentiating clearly between manufacturer-installed wiring and field-installed wiring.

1.5 INFORMATION SUBMITTALS

- A. Factory tests and inspection reports prior to shipping.
- B. Field test and start-up reports, indicating and interpreting test results relative to compliance with specified requirements, for information.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance (O&M) Manual:
 - 1. Provide a complete parts list, operating instructions, and maintenance manual covering equipment at time of installation including, but not limited to:
 - a. Description of system and components.
 - b. Schematic diagrams of electrical, plumbing and compressed air systems.
 - c. Provide approved submittal as part of O&M clearly identifying manufacturer and provided model number.
 - d. Manufacturer's printed operating instructions.
 - e. Printed listing of periodic preventive maintenance items and recommended frequency required to validate warranties. Failure to provide maintenance information will indicate that preventive maintenance is not a condition for validation of warranties.
 - f. List of original manufacturer's parts, including suppliers' part numbers and cuts, recommended spare parts stockage quantity and local parts and service source.

- g. Include vendor contact information for service and warranty.
- h. Include all start-up and testing reports.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Filters: Provide one additional gasoline fuel filter for each pump.

1.8 WARRANTY

- A. Aboveground fuel storage tank
 - 1. New Tank shall be warranted for 30 years against failure due to internal or external corrosion and structural failure
 - 2. Shall be UL 2085 Rated
- B. Warrant work specified herein for two years from substantial completion against defects in materials, function and workmanship.
- C. Warranty shall include materials and labor necessary to correct defects.
- D. Defects shall include, but not be limited to noisy, rough or substandard operation; loose, damaged, and missing parts; settling, cracking, or other structural damage; and abnormal deterioration of finish.
- E. All parts shall be readily available locally in the United States.
- F. Any units or parts which prove defective during the warranty period will be replaced with OEM parts and transportation prepaid.

1.9 COORDINATION

A. Coordinate size and location of all foundations, supports, equipment, piping, electrical connections, and controls.

1.10 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver equipment in manufacturer's containers, appropriately packaged and/or crated for protection during domestic shipment and storage in humid or dusty conditions.
- B. Label all containers, including those contained in others, on outside with item description(s) per title and Mark Number of this specification.
- C. Provide equipment and materials specified complete in one shipment for each

equipment item. Split or partial shipments are not permissible.

1.11 LABELING

- A. Nameplate: Manufacturer shall securely attach in a prominent location on each major item of equipment a non-corrosive nameplate with stamped figures showing manufacturer's name, address, model number, serial number and pertinent utility or operating data (if required).
- B. All electrical equipment and materials shall be new and shall be listed by Underwriter's Laboratories, Inc. (U.L.), or other National Recognized Testing Laboratory (NRTL), in categories for which standards have been set by that agency and labeled as such in the manufacturer's plant.
- C. Provide FM Global approval labeling for all items that have been tested and labeled as such.

PART 2 – PRODUCTS

2.1 ABOVEGROUND FUEL STORAGE TANK

- A. Aboveground storage tank to be upgraded to a new tank or converted to a gasoline tank as provided for in the Contract Documents.
- 2.2 PIPING
 - A. Below ground fuel piping (if required): Flexible double wall PVDF construction with primary inner barrier, structural body, primary pipe outer barrier, and secondary pipe.
 - 1. The outer containment pipe shall include stand-off ribs to create a small interstitial space which allows for optimum fluid migration, continuous monitoring, and easy testing.
 - 2. Comply with UL971. Primary and secondary piping to be UL listed.
 - 3. No unions, fittings, or joints, are to be used in underground piping. Piping to be continuous. If a joint is required, joint to made within a fiberglass piping sump. Transition from schedule 40 pipe to fiberglass within fiberglass piping sumps.
 - 4. Kynar lined
 - B. Above ground piping: Seamless steel schedule 40 pipe and fittings rated at 150 psi with factory applied protective coating.
 - 1. Paint exposed, exterior and interior metal piping, valves, and piping specialties with factory-applied protective coating.
 - a. Alkyd System: MPI EXT 5.1D.

- 1) Prime Coat: Alkyd anticorrosive metal primer.
- 2) Intermediate Coat: Exterior alkyd enamel matching topcoat.
- 3) Topcoat: Exterior alkyd enamel flat
- 4) Color: Brown.
- 2. Provide butt welded joints with welded fittings except at valves and specialties requiring threaded joints.
- C. All piping shall be compatible with the product being distributed.
- D. Piping trenches will not exceed 2.5 feet in width and will be deep to provide a minimum cover of 18 inches over pipe to finished grade (if required).
- E. Provide underground detectable warning tape above piping within trench (if required).
- F. Bottom of trenches must be thoroughly compacted with 6 inches of clean, washed pea gravel (1/8 inch to 3/4 inch particles) or crushed rock (1/8 inch to 1/2 inch particles) must be provided under, on top and on sides of pipe. Backfill to subgrade may be same material or thoroughly select fill(if required).
- G. Sand, gravel or rock under pipe must be compacted and graded to provide a minimum slope of 1/16 inch per foot to a fiberglass sump that is connected to a tank monitoring system. Slope of pipe is to be verified with the use of a spirit level to the satisfaction of the Project Engineer(if required).
- 2.3 PEDESTAL DISPENSER CONVERSION NOTE WELL: SOME OF THE ITEMS IN THIS SECTION MAY NOT BE PART OF THE PROJECT-SEE PLANS FOR DETAILED LISTING OF EQUIPMENT AND MATERIALS TO BE PROVIDED. WHERE THE ITEM IS PART OF THE WORK THIS SECTION PROVIDES FOR THE DETAILS OF MATERIALS.
 - A. Basis-of-Design Product: Subject to compliance with requirements, provide equipment by PMC or approved equal.
 - B. UL listed and labeled
 - C. Compatibility: For gasoline including oxygenated blends, and kerosene
 - D. Pedestal with 8-1/2" steel column made from 12 gauge steel and 14" square base made from 7 gauge steel.
 - 1. Finish: Powder coated OSHA safety green
 - E. Meter: Rotary, positive displacement, high accuracy with normal operating range of 5 to 60 GPM.
 - F. Register: 5 digit resettable counter and a 7 digit non-resettable totalizer reading in 10th

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- G. Provide the following manufacturer optional accessories:
 - 1. Veeder-Root 100:1 pulser on register
 - 2. Veeder-Root interlock switch kit for register
 - 3. Fuel block on the discharge side of the meter to supply a satellite hose stand
 - 4. Large numeral counter
 - 5. Strainer: spin-on filter
 - 6. Beacon light
 - 7. Air eliminator
 - 8. Elbows
 - 9. Normally closed solenoid valve
 - 10. Provide internal 20 amp DPDT on/off switch to automatically control the solenoid valve open when the nozzle boot lever is lifted. The signal is to be used to control an external solenoid valve and activate the tank pump. System to be deactivated when nozzle boot lever is lowered.
- H. Electrical
 - 1. 120 VAC, 1 phase, 60 Hz
- I. Maximum working pressure : 50 psi
- J. Satellite hose stand to be provided with the same components specified above with the exception of the register and meter, provided by the same manufacturer.

2.4 FUELING COMPONENTS

NOTE WELL: SOME OF THE ITEMS IN THIS SECTION MAY NOT BE PART OF THE PROJECT-SEE PLANS FOR DETAILED LISTING OF EQUIPMENT AND MATERIALS TO BE PROVIDED. WHERE THE ITEM IS PART OF THE WORK THIS SECTION PROVIDES FOR THE DETAILS OF MATERIALS.

- A. Basis-of-Design Product: Subject to compliance with requirements, provide equipment by OPW, Bravo, or approved equal.
- B. All components are to be compatible with gasoline and are to be UL listed.
- C. Transition Sump: Provides watertight transition from belowground piping to above ground piping.
 - 1. UL certified
 - 2. Red fiberglass, injection-molded FRP containment chambers.
 - 3. Removable top to allow access during installation of fittings and equipment.
 - 4. Provide flush mounted H-20 rated steel diamond plate cover with interior gasket to provide a water tight seal. Cover to be split into two separate covers. One to be removable to allow access to sump and the other includes penetrations to

accommodate above ground pipe installation.

- 5. Provide with concrete anchoring flanges.
- 6. Interior water drainage channel and drain lines.
- 7. Provide factory installed pre greased compression gaskets and fittings to seal water tight around steel above ground pipe
- D. Submersible Pumps: Fixed-speed, 3450 rpm, two-stage centrifugal type pump motor with integral, automatic, thermal overload protection, compatible with pumped liquid. Pumps to incorporate a starting and running capacitor, with internal bleed resistor. Manufactured by ISO 9001 certified manufacturer.
 - 1. Check valve: 2-3/4" diameter fluorocarbon viton seal constructed on cast aluminum body and steel backing washer.
 - 2. Pressure relief valve: integral to check valve.
 - 3. Syphon: Venturi-type siphon primer.
 - 4. Air eliminator: Tank return path with one-way check valve to provide active air elimination.
 - 5. Electrical disconnect: electrical yoke for positive contractor disconnect during service.
 - 6. Control box:
 - a. Double hook isolation box:
 - 1) Optically isolates inputs from up to eight dispensers to prevent damage to dispenser relay boards.
 - 2) Designed to prevent electrical feedback between dispenser hook circuits as required by NEC 514-6,1999.
 - 3) Fuse-protected output to submersible pump controller
 - 4) Electrical- 120/1 V input
 - 5) 300 volt surge protection
 - 6) Maximum ambient temperature rating: 120 deg F
 - 7) LED's to indicate when source power is applied and dispenser hook signals are present.
 - 8) Control box to latch line power to the submersible pump when the relay is energized by the dispenser signal. Control box to have switch and lockout with pilot light.
 - b. Smart Controller:
 - 1) Relay amperage rating: 30 Amps
 - 2) Relay/hook signal voltage: 120/208 V
 - 3) Compatible with all single phase submersible
 - 4) Fault readout- When on, it will display the last 5 faults the controller encountered. When the switch is off only the current fault is displayed.
 - 5) Provide with bypass
 - 6) Provide with auto reset mode
 - 7) Accept 120 V signal from double hook isolation box.

- 7. Electrical
 - a. 208V, 1 pH, 60 Hz
- E. Full-port two-way ball valves: Brass body with stainless steel ball, Teflon seal, and manual open-close arm and a quick quarter turn handle. Compatible with gasoline.
- F. Emergency shut-off valves: Designed to shut-off product flow in the event of a fire. A fusible link attached to a spring-operated lever holds the poppet normally open. In the event of a fire, the fusible link melts at 165 deg F, allowing the spring-actuated poppet to shut off the flow of product.
 - 1. Body and cap: 178S ductile iron
 - 2. Packing nut and stem: Stainless steel
 - 3. Disc: Viton
 - 4. Stem seat: Viton
 - 5. Seat ring: brass
 - 6. Cap and packing nut seals: Viton
 - 7. Full bore inside diameter
 - 8. Rated at a normal pressure limit of 125 psi
 - 9. Non-shock pressure limit of 200psi
 - 10. Temperature limit of 200 psi
- G. Dispenser sumps: Provides watertight transition from belowground piping to above ground piping.
 - 1. UL certified
 - 2. Solid fiberglass, Injected-molded FRP, factory sealed joint.
 - 3. Provide factory installed concrete anchors
 - 4. Provide with full perimeter liquid collection channel to facilitate quick leak detection and allow flexibility in locating leak sensors
 - 5. Provide stabilizer bar kit to accommodate shear valve installation.
- H. Drop tube, overfill prevention valves: Constructed of extruded aluminum, connect to the stop valve by a clevis and cotter pin assembly, allowing for submerged filling.
 - 1. Drop tubes: .062 thick extruded aluminum, provide tube length to accommodate the desired application.
- I. Bolted flexible entry boots: Install for safe seals of pipe and conduit entries in underground containment sumps. Tested to withstand a minimum of 6' of liquid head pressure. Studded flange connection to create a positive and secure seal where the rubber contacts the sump wall and also around the pipe or conduit. Boot to provide a high compression mechanical seal and permit angled entries up to a 15-degree angle off the perpendicular center line in any direction without leaking or putting undue stress on the pipe or conduit seal.
- J. Swivel bolt on couplings: double wall design, with 1/8"NPT interstitial access ports for

pressure testing, eliminating the need for rubber test boots. Male NPT threaded connection.

- 1. Air line termination kit: 36" long tubing to provide a means of air pressure integrity testing of the pipe interstitial space after installation.
- K. Swing check valves:
 - 1. Body: cast iron
 - 2. Seat ring: brass
 - 3. Disc: Viton
 - 4. Cap: Bronze
 - 5. Full-bore inside diameter
 - 6. Rated normal pressure limit: 125 psi
 - 7. Temperature limit: 225 degree F
 - 8. Cold non-shock pressure limit: 200 psi
- L. Overfill prevention valves:
 - 1. Valve body, adaptor and collar: cast aluminum
 - 2. Poppet: cast aluminum, hard-coated
 - 3. Cam: stainless steel
 - 4. Follower: brass
 - 5. Shaft: CRS zinc-plated
 - 6. Bearing: Sintered bronze
 - 7. Float: closed-cell nitrile
 - 8. Nipple: 2"-3" schedule 40 steel pipe
 - 9. Lower nipple: 2"-3" schedule 40 steal with Duragaurd coating
 - 10. Completely automatic operation
 - 11. Provide with tank inlet adaptor
 - 12. Integral anti-siphon valve- introducing air/vapor into the fill line after the valve actuates, to help isolate the tank from potential siphon due to a broken or leaking remote-fill pipe.
 - 13. Pressure rating : 150 psi
- M. Emergency vents:
 - 1. Lid: cast iron, with powder-coated finish
 - 2. Body: aluminum
 - 3. Shaft: zinc-plated steel
 - 4. O-ring: buna-N
 - 5. Weighted cast iron cover reseats once the pressure in the tank is relieved
 - 6. Octagon shaped base
- N. Nozzles:
 - 1. Gasoline (standard nozzle): Pressure activated such that the nozzle will not open until pumping system is pressurized, and closes automatically when the pressure is removed.

- a. Body: aluminum
- b. Lever and lever guard: Duratuff
- c. Packing: Graphite with Teflon
- d. Disc: Viton
- e. Spout: aluminum
- f. Inlet size: 3/4"
- g. Nozzle to shut-off when falling out of vehicle and is tipped up.
- h. Provide blocker on lever guard
- i. Color as selected by owner
- j. Compatible with gasoline
- k. UL listed
- 1. Stainless steel spout
- m. Provide with hold-open clip
- n. Maximum pressure: 50 psi
- O. Hose swivels:
 - 1. Body: Aluminum
 - 2. Inlet and outlet adaptor: zinc
 - 3. Seals: Buna-N, Viton
 - 4. Bearing: nylon
 - 5. Two planes of rotation
- P. Reconnectable breakaways:
 - 1. Body: aluminum
 - 2. Sleeve: HDPE
 - 3. Seals: Viton
 - 4. Spring: stainless steel
 - 5. Poppet: aluminum
 - 6. Pull force: no more than 350 pounds
 - 7. Reconnectable after relieving line pressure
 - 8. Breakaway poppets and sealing surfaces are protected from impact during separation by a durable plastic sleeve
 - 9. Maximum working pressure: 50 psi
- Q. Hoses:
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide equipment by Parker or approved equal
 - 2. Tube: black nitrile
 - 3. Cover: black hypalon, resistant to cuts, abrasion, sun, weather, and will not scratch or mark vehicle finish
 - 4. Reinforcement: one wire braid
 - 5. Temp range: -40 deg F to 180 deg F
 - 6. Ink brand white letter color
 - 7. Provide require couplings
- R. Hose retractors:

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- 1. Housing: cast aluminum
- 2. Cable: black polyester, stretch resistant
- 3. Post: aluminum
- 4. Adjustable tension and field adjustable
- 5. Removable side plate for full access to the mechanism and tension adjustment
- 6. Kit to include box, post, bracketing, retractor, and mounting hardware
- S. Emergency shut-off shear valves: If the dispenser is pulled over or dislodged by collision, the top of the valve is to break off at the integral shear groove, activating poppets and shutting off the flow of fuel.
 - 1. Double-poppet design to shut-off supply as well as prevent release of fuel from the dispensers internal piping.
 - 2. Top: cast iron
 - 3. Body: cast iron
 - 4. Disc: M-19
 - 5. Carrier: zinc-plated steel
 - 6. Stem: copper-nickel-chrome-plated brass
 - 7. Poppet spring: stainless steel
 - 8. Seal: M-19 O-ring
 - 9. Packing nuts: brass, Teflon coated
 - 10. Threaded inlet and outlet
 - 11. Fusible link: a fusible link will trip the valve closed at 165 deg F to shut off fuel supply to the dispenser
 - 12. Provide U-bolt kit for mounting to dispenser stabilizer bar
 - 13. Integral test ports- a 3/8" test port to allow the piping system to be air-tested without breaking any piping connections
 - 14. Thermal relief valve to relieve excessive pressure over 25 psi caused by thermal expansion of fuel in the dispenser piping system in the event of fire
 - 15. Provide offset adaptor as required
- T. Thermal pressure relief valves: stainless steel construction with a viton seal, set at the factory to 25 psi and field adjustable.
- U. Atmospheric vents:
 - 1. Body: aluminum
 - 2. Screen: 40-mesh brass
 - 3. Set screws: brass
 - 4. Vent cap drain spouts extend outward to deter rainwater entry
 - 5. 7000 scfh at 2 psi
- V. Solenoid valves: Prevent accidental siphoning. Valve to power open when wither dispenser is being used and spring close when pumps are off.
 - 1. Body: Aluminum
 - 2. Diaphragm: Viton

- 3. Seals and disc: Viton
- 4. Springs: stainless steel
- 5. Rider rings: Teflon
- 6. Disc holder: nylon
- 7. Core guide: Acetal, delrin
- 8. Core and plugnut: stainless steel
- 9. Strainer: 100-mesh screen
- 10. Explosion proof shell and water tight
- 11. 120 V AC
- 12. Female NPT threaded ends
- W. Mechanical tank gauges: designed to read liquid levels in above ground tank without the need for any on-site manual gauging.
 - 1. Enclosure: powder-coated aluminum
 - 2. Swivel base- hard-coated aluminum
 - 3. Float: 304 stainless steel
 - 4. Lenses: tempered borosilicate
 - 5. Gears: Acetal
 - 6. Gaskets and o-ring: Nitrile
 - 7. All hardware: stainless steel
 - 8. Angled face
 - 9. Float buoyancy to be approved for gasoline
 - 10. Numbering: black letters on white backgrounds, 1" tall
 - 11. English units
 - 12. Temperature rating: -40 deg F to 120 deg F.
- X. Remote fill spill containers: designed to prevent spilled product from entering soil during filling operations
 - 1. Horizontal fill and vapor return connections
 - a. Fill adaptor: Internal spring loaded valve to automatically close to help prevent fuel spillage, Viton seal, aluminum, and stainless steel spring.
 - b. Vapor recovery adaptor: Clear anodized aluminum, Nitrile gasket, stainless steel spring, and acetal resin guide.
 - 2. 30 gallon capacity
 - 3. Lip of the cover to extend over the body to prevent water or snow entry
 - 4. Construction: 12-gauge epoxy-powder coated steel
 - 5. Welded hinge and lockable hatch
 - 6. Lockable ball valve to provide product drainage
 - 7. Adjustable height: each leg to be independently adjustable

2.5 LEVEL MONITORING AND LEAK DETECTION SYSTEM NOTE WELL: SOME OF THE ITEMS IN THIS SECTION MAY NOT BE PART OF THE PROJECT-SEE PLANS FOR DETAILED LISTING OF EQUIPMENT AND MATERIALS TO BE PROVIDED. WHERE THE ITEM IS PART OF THE WORK THIS SECTION PROVIDES FOR THE DETAILS OF MATERIALS.

- A. Basis-of-Design Product: Subject to compliance with requirements, provide equipment by Veeder Root or approved equal
- B. Fluid management/monitoring system manufacturer shall provide the engineering, installation, calibration, software programming, low voltage wiring and conduit, and check-out necessary for a complete and fully operational leak detection system
- C. Sump sensors: positive alarm indication of any liquid in underground fuel storage tank piping sumps.
 - 1. Type: hermetically sealed magnetic reed
 - 2. Contact rating: 15 watts
 - 3. Housing material: PVC schedule 40 tubing
 - 4. Temperature rating: 0 degrees C to 60 degrees C
 - 5. Provide with sump sensor assembly, mounting strips, watertight cord grip, and mounting hardware.
- D. Line leak detector
 - 1. Guaranteed to detect at a rate of 3 GPH at 10 psi for 2 years
 - 2. Handles up to 11 feet of static head
 - 3. Compatible with gasoline fuel
 - 4. UL listed and tested
- E. Tank level probes: Magnetostrictive Inventory only probe
 - 1. Stainless steel guide tube
 - 2. Temperature rating: -40 deg F to 140 deg F
 - 3. Adjustable spacers
 - 4. Length to be verified prior to ordering
 - 5. Provide installation kit.
 - 6. Provide float kit, to be verified prior to ordering.
 - 7. Provide with water detection.
- F. Interstitial sensors for steel tanks: detects the presence of liquid in the interstitial space of a double walled steel tank. When liquid is detected the sensor sends an alarm signal to the monitor.
 - 1. Cable length: to be verified prior to ordering
 - 2. Temperature rating: -20 deg C to 70 deg C
 - 3. Provide with watertight cord grips
 - 4. Two wires are required to connect to the monitor
- G. Overfill alarms and acknowledgement: Wired to an alarm relay in the monitor, the alarm relay activates the overfill alarm horn and light when a potential overfill is detected. Limits can be set at each tank location.
 - 1. Alarm horn: adjustable noise level from 78 to 103 dB (at 10 feet)
 - 2. Alarm light: 25 watt, red polycarbonate lens, 75 per minute flashing rate

- 3. Alarm acknowledgement switch: when the acknowledgement button is pressed the overfill alarm shuts off and the alarm acknowledgement light illuminated. 120 volt amber lens.
- 4. Enclosure: Painted steel, NEMA 4. ¹/₂" conduit connector at the bottom
- 5. Supply voltage: 120VAC
- H. Monitor: Web based internet browser with Ethernet connection
 - 1. Up to three years of data history
 - 2. Inventory and delivery monitoring and reporting
 - 3. Support up to 32 probes
 - 4. Interstitial/sump monitoring
 - 5. Dispenser sump monitoring
 - 6. Groundwater monitoring
 - 7. Email notification and reporting
 - 8. Vapor well monitoring
 - 9. Continuous statistical leak detection software built programmed into controller.
 - 10. 3.0 gph, .1 gph, and .2 gph in tank leak detection
 - 11. 3.0 gph, .1 gph, and .2 gph in line leak detection
 - 12. Sensor status report
 - 13. Sensor status history report
 - 14. 7.4" full VGA LCD tough screen display
 - 15. High resolution, high speed printer
 - 16. Universal compartments support universal sensor and probe module and output interface module
 - 17. Built-in relay for overfill alarm
 - 18. Supports multiple languages
 - 19. Intuitive and user friendly interface
 - 20. Single tough screen access to most functions
 - 21. Customizable on-board help
 - 22. Custom dashboard
 - 23. Remote web access
 - 24. XML web-enabled interface
 - 25. Up to nine communication ports
 - 26. Internal auto-dial fax modem communication
 - 27. RS-232 and RS-485 data communication
 - 28. USB ports for software upgrades and data backup
 - 29. Electrical: 120VAC

2.6 GANTRY, FUEL, WITH HOSE AND NOZZLE NOTE WELL: SOME OF THE ITEMS IN THIS SECTION MAY NOT BE PART OF THE PROJECT-SEE PLANS FOR DETAILED LISTING OF EQUIPMENT AND MATERIALS TO BE PROVIDED. WHERE THE ITEM IS PART OF THE WORK THIS SECTION PROVIDES FOR THE DETAILS OF MATERIALS.

- A. Basis-of-Design Product: Subject to compliance with requirements, provide equipment by Fleet Fueling Systems or approved equal.
- B. General Description: The fuel gantry shall be foundation mounted and designed to suspend the fueling nozzle(s) above the fuel island and allow all fleet vehicles to be

refueled with one nozzle within the specified fueling envelope.

- C. Minimum Capacities and Dimensions:
 - 1. Fueling envelope: 20 feet, minimum.
 - 2. Overall dimensions:
 - a. Width: 23 feet 4-1/2 inches.
 - b. Depth: 40-1/2 inches.
 - c. Height: 144 inches.
- D. Features and Construction:
- E. Construction: All vertical and horizontal structural components shall be continuously welded ASTM A500 Grade B steel tubing with all butt components filet welded and shall be designed to support all fueling components. Fuel gantry to include all supports, tracks, trolleys, piping, valves, swivels, hoses, and nozzles necessary for complete operation terminating from the dispenser solenoid valve. Each fueling gantry shall be supplied with one additional complete hose and nozzle assembly capable of being connected directly to the pull-away valve.
- F. Pull-away: Fuel gantry shall be designed to allow for quick and spill proof separation in the event the nozzle is left connected to the vehicle and moved. A total of 2 ounce maximum spill during separation is acceptable. Upon separation, nozzle and associated hardware must be capable of being reconnected quickly and without any special tools.
- G. Nozzle: The nozzle(s) shall be connected to a fuel leader hose cut to length so that the tip of the nozzle is approximately 6 inches above the floor surface when hanging freely from the fuel gantry.
- H. Utilities: 1-1/2 inch supply union.
- I. Finish: Primed with a two part epoxy primer and painted with superior grade acrylic urethane international yellow color paint

2.7 ELECTRICAL

- A. Provide sealoffs in conduit as required
- B. Provide emergency shutoff valve (shear valve) at each dispenser and emergency push-button shutoff greater than 20 feet and within 100 feet of dispenser. Provide sign at location of emergency push-button shutoff.
 - 1. Emergency shut off shall disconnect power to all dispensing devices, to all remote pumps serving the dispensing devices, to all associated power, control, and signal circuits, and to all other electrical equipment in the locations surrounding the fuel dispensing devices. Resetting from an emergency shut off shall require manual intervention.

- C. Make all connections to electrical equipment as required for proper operation of storage tank system, including but not limited to motor starters, pumps, dispensers, and pulser units.
- D. For each tank monitoring system, furnish and install shielded cable, without splices, within control conduit from each new probe and sensor to the V-R console

PART 3 - EXECUTION

3.1 FUEL TANK INSTALLATION

- A. Installation shall be in accordance with manufacturer's written instructions and as noted.
- B. Contractor is responsible for initial filling of all tanks and the disposal of any residual diesel fuel in the product piping to the dispensers.
- C. Shutoff and check valves are to be equipped with a pressure-reliving device that will relieve the pressure generated by thermal expansion back to the tank
- D. If fuel conversion of the existing 10,000 gal. tank is selected, the contractor shall thoroughly clean the tank by pressure washing, steaming cleaning or other approved method. The piping lines shall be purged with gasoline until it is free of any diesel contamination. The contractor is responsible for the disposal of any contaminated fuel.
- E. If installation of a new 12,000 gal. tank is selected, the contractor shall thoroughly clean and purge all piping and existing equipment with gasoline until it is free of any diesel contamination. The contractor is responsible for the disposal of any contaminated fuel.

3.2 FUEL PIPING AND ACCESSORIES

- A. Installation shall be in accordance with manufacturer's written instructions and as noted.
- B. Terminate piping in tanks and access manholes as called for. Make connections to equipment with flexible pipe connectors.
- C. Grade piping up from tank, 1/8 in. per ft. minimum. Grade underground piping at same rate from tank to underground sumps. Arrange piping to avoid any unnecessary lifts.
- D. Install vent piping a minimum of 12 ft above grade and 5 ft. above the highest projection of the canopy.

3.3 TANK CONTAINMENT SUMP

A. Install in accordance with tank manufacturer's instructions. Seal all penetrations watertight with flexible boot connectors.

B. Provide manhole in concrete slab centered over the containment sump.

3.4 TANK MONITORING SYSTEM

- A. Install equipment in accordance with manufacturer's written instructions. Provide testing, system start-up, adjustment and calibration by the manufacturer's authorized representative.
- B. The system shall be furnished through a single supplier.
- C. Provide written confirmation from the manufacturer's authorized representative that the system has been tested and is operational.
- D. Overfill alarm and acknowledgement switch shall operate in conjunction with the tank monitoring system.

3.5 PRODUCT IDENTIFICATION

- A. Permanently mark all tank openings. The color shall conform to the requirements of the API.
- B. Provide a permanent label at the tank fill port. The label shall contain information required by the DEC.

3.6 IDENTIFICATION

A. Install continuous plastic underground warning tape identification during backfilling of excavations for fuel storage tanks and trenches for fuel piping and electrical conduits. Locate tape 6 inches to 8 inches below finished grade, directly over piping, conduit and edges of each storage tank.

3.7 INSTALLATION CHECKLISTS AND WARRANTY CARDS

- A. Provide Owner's Representative with the tank and piping manufacturer's installation checklist and warranty cards.
- B. Fill out and sign upon completion of tank installation.

3.8 FIELD QUALITY CONTROL AND TESTING

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to start-up inspect, test, and adjust components, assemblies, and equipment installations, including connections.
- B. General:
 - 1. Installer must test and demonstrate the integrity of tanks, piping, and

secondary containment as well as the satisfactory operation of gauging and monitoring systems, before the storage tank system is placed into service. Additionally, the installer is responsible for inspecting and testing the overfillprevention equipment, line leak detectors and all valves installed to control product flow to verify the safety of the system.

- 2. Test all system components, piping, tanks, dispensers, etc. for complete and correct system operation and demonstrate to owner prior to the system being placed in operation.
- 3. All testing shall be in compliance with NFPA 30 and 30a requirements.
- C. Tank:
 - 1. Tanks are to be factory tested prior to shipment and field tested prior to system start-up.
 - 2. Air pressure test both the primary and secondary tank in accordance with the tank manufacturer's recommendations. In addition to the pressure test, cover the entire tank surface, manways and all fittings with soap solution and inspect for leaks.
 - 3. There shall be no drop in pressure.
 - 4. Fill containment sump/turbine enclosure with water. There shall be no drop in the alter level after four hours.
 - 5. Tank to be tested with air pressure not less than a gauge pressure of 3 psi and not more than a gauge pressure of 5 psi for two hours.
 - 6. The interstitial space shall be air tested at a gauge pressure of 3 psi to 5 psi, by vacuum, or in accordance with the tank's listing of the manufacturer's instructions.
- D. Piping:
 - 1. Test aboveground piping at 150% of operating pressure but no less than 50 psig air pressure for two hours. Soap all joints.
 - 2. Before backfilling and after assembly, but before connection to equipment, air test all underground primary piping at 150% of operating pressure but no less than 50 psig for two hours. Soap all joints.
 - 3. Test secondary containment piping per pipe manufacturer's requirements but no less than 5 psig. Soap all joints.
 - 4. There shall be no drop in pressure.
- E. Monitoring and Leak Detection Systems:
 - 1. Test and adjust tank monitor and leak detection systems and devices per manufacturer's directions.
- F. Final Test:
 - 1. Conduct precision test of all piping, tanks, and equipment in compliance with EPA and Connecticut Department of energy and environmental protection requirements. Test after piping has been completed but before paving and the

system is placed in operation.

- 2. The test shall be conducted using leak detection methods approved by Connecticut Department of energy and environmental protection.
- G. Test Results:
 - 1. Provide written certification of all test results to the Owner and Engineer.
- H. Final acceptance
 - 1. All tanks to be completely filled with product for acceptance by the Owner.

3.9 RECORD PHOTOGRAPHS

- A. After installation, but before backfilling, take photographs of the following:
 - 1. Each tank assembly
 - 2. Underground piping.
 - 3. Two (2) general views of entire length of run of each piping assembly, including tanks.
- B. Submit two (2) copies of each, 8-1/2 in. x 11 in. color prints of above, properly identified.

3.10 RECORD DRAWINGS

A. Provide two sets of as-built AutoCAD drawings 2008 or newer plans that show the size and locations of the tank, equipment, and piping system. These plans must include a statement by the installer that the system has been installed in compliance with all Connecticut State codes, National codes, Department of Health codes, DOT codes, and NFPA requirements.

3.11 TRAINING

- A. Instruct Owner's personnel in complete and proper use, operation, and daily maintenance of all system equipment components, including dispenser/tank components, leak detection system, and chipkey reader hardware. Review emergency provisions, including procedures to be followed at time of operational failure. Provide contact names and telephone numbers on labels on each type of equipment. Train Owner's personnel in procedures to follow in identifying sources of operational failures or malfunctions. Confer with Owner on requirements for a complete fueling equipment maintenance program. Training shall be for not less than 8 hours with a factory authorized representative.
- B. Provide a minimum of four hours of training related to the leak detection tank monitoring system. The training shall be provided by a certified level technician who install and programmed the equipment.

END OF SECTION 115600

Fueling System Conversion Equipment GHTD – Paratransit Operations & Maintenance Facility

SECTION 02065 SELECTIVE DEMOLITION AND REPAIR

PART 1 GENERAL

1.01 SUMMARY

- A. Demolish and/or remove unusable diesel fuel components and equipment as shown on the Drawings. Remove and legally dispose of demolished materials off-site, unless noted as being delivered to Owner. Protect equipment not being removed.
- B. After the gasoline conversion system work is completed, patch and repair all openings, holes, and unused handholes with concrete and caulk to match the surrounding area with like materials.
- C. Attention is directed to the DOCUMENT 00700, GENERAL CONDITIONS and all sections within DIVISION 1 GENERAL REQUIREMENTS, which are hereby made a part of this section of the Specifications.
- D. Before submitting a Bid, visit the site, examine existing conditions and become thoroughly acquainted with the effort required to perform the Work. Study the Contract Documents and compare the same with the information gathered during examination of the site, as no extra compensation will be authorized for extra Work caused by unfamiliarity with the site and/or Contract Documents or the conditions peculiar to this Project.

1.02 MEASUREMENT AND PAYMENT

A. Measurement and Payment for the work and materials specified in this section shall be made in accordance with the provisions of the lump sum bid for the work.

1.03 QUALITY ASSURANCE

- A. Standards: comply with applicable requirements of American National Standards Institute (ANSI) Standard A10.6, Safety Requirements for demolition, current edition and OSHA Safety and Health Regulations (see 29 CFR Part 1926 and all subsequent amendments) as promulgated by the United States Department of Labor on June 24, 1974 and Mass. Chapter 454 CMR 10.00 et. seq.; The Prevention of Accidents and Illnesses in Construction Operations. Contractors are urged to become familiar with the requirements of these regulations.
- B. Comply with governing codes and regulations. Use experienced workmen.

1.04 JOB CONDITIONS

A. Provide and maintain all protective devices, including fences, barricades, bracing, shoring, planking, guards, warning lights and signs, as necessary or required for protection against injury to persons or damage to property. Conform to ANSI A10.6 current addition.

1.05 SUBMITTALS

- A. Permits and notices authorizing construction demolition, if required.
- B. Permit for transport and disposal of debris, unwanted or obsolete equipment, etc.
- C. Demolition procedures and operational sequence for review and acceptance before start of work.

1.07 EXISTING SERVICES

A. Work is being performed at an active facility. Coordinate work required to disconnect equipment with the Owner or designee.. Notify the Owner in advance and obtain approval before starting this work.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Salvage. Such items as noted on the Drawings and as the Owner may direct shall be carefully removed in working order and stored in a location indicated by the Owner.
- B. Disposal. Except for items indicated to be salvaged, the products of demolition shall be the Contractor's property and shall be removed promptly from the job site by the Contractor. All materials shall be disposed of legally.

PART 3 EXECUTION

3.01 DEMOLITION

- A. Do not damage building elements and improvements indicted to remain or salvaged for the Owner. Items of salvage value and not identified to be returned to Owner may be removed from the site. Storage or sale of items at the project site is prohibited.
- B. Do not close or obstruct streets, walks, parking areas, drives or other occupied or used spaces or facilities without the written permission of the Owner. Do not interrupt utilities serving occupied or used facilities without the written permission of the Owner and authorities having jurisdiction. If necessary, provide temporary utilities.
- C. Repair demolition areas, at no cost additional cost to the Owner.

- D. Remove demolished materials, tools and equipment upon completion of work. Leave site in condition acceptable to Owner.
- E. Cleanliness. The work shall be performed in such manner and with safeguards adequate to prevent soiling or contamination of existing work areas of the Owner. Any screens, barriers, temporary walls and similar temporary structures required for that purpose and the removal thereof are included in the contract work.

END OF SECTION



ENVIRONMENTAL SERVICES ENGINEERING SERVICES

67 HALL ROAD

STURBRIDGE, MA 01560 PHONE: 774-241-0901

FAX: 774-241-0906

COMPREHENSIVE ENVIRONMENTAL INCORPORATED

GATEWAY CROSSING FORD SQUARE-EAST, SUITE 227 NEW BRITAIN, CT 06052

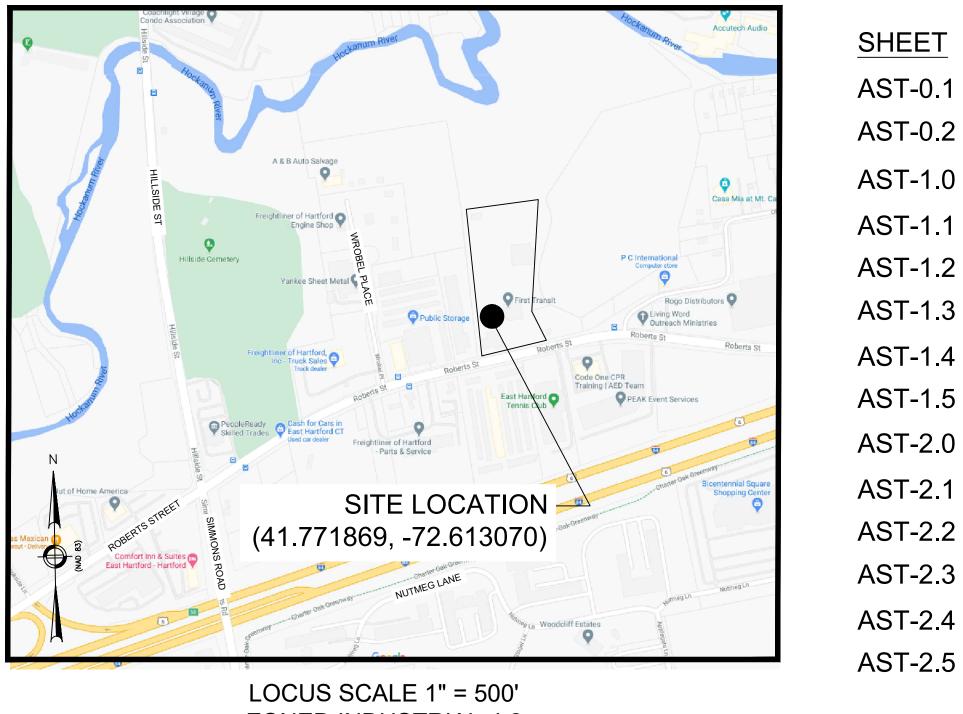




GREATER HARTFORD TRANSIT DISTRICT (GHTD)

GHTD DIESEL TO GASOLINE CONVERSION

148 Roberts Street East Hartford, CT 06108 **JANUARY 2021**



ZONED INDUSTRIAL, I-2

Sonsulting Engineers Inc

- Mechanical • Electrical Engineering for Building Systems -P.O. Box 311 Farms Village Plaza · 244 Farms Village Road Nest Simsbury, CT 06092 •(860) 651—1949 fax (860) 651—1957 www.acornengineers.com



- **OPTION 1 AST REPLACEMENT ELECTRICAL DETAILS**

OPTION 1 - AST REPLACEMENT GENERAL LAYOUT PLAN

OPTION 1 - AST REPLACEMENT ELECTRICAL LAYOUT PLAN

- OPTION 1 AST REPLACEMENT ELECTRICAL FLOOR PLAN

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TITLE

NOTES

- **OPTION 1 AST REPLACEMENT FLOOR PLAN**

- **OPTION 1 AST REPLACEMENT DETAILS**

- OPTION 2 AST CONVERSION GENERAL LAYOUT PLAN

- **OPTION 2 AST CONVERSION ELECTRICAL LAYOUT PLAN**

- **OPTION 2 AST CONVERSION FLOOR PLAN**

- **OPTION 2 AST CONVERSION ELECTRICAL FLOOR PLAN**

- **OPTION 2 AST CONVERSION DETAILS**
- **OPTION 2 AST CONVERSION ELECTRICAL DETAILS**

GENERAL

- 1. CONSTRUCTION SHALL NOTIFY "DIG-SAFE" (1-888-344-7233) AT LEAST 72 HOURS BEFORE EXCAVATING.
- 2. CONTRACTOR SHALL BE RESPONSIBLE FOR SITE SECURITY AND JOB SAFETY. CONSTRUCTION ACTIVITIES SHALL BE IN ACCORDANCE WITH OSHA STANDARDS AND LOCAL REQUIREMENTS.
- 3. UPON AWARD OF CONTRACT, CONTRACTOR SHALL MAKE NECESSARY CONSTRUCTION NOTIFICATIONS AND APPLY FOR AND OBTAIN NECESSARY PERMITS, PAY FEES, AND POST BONDS ASSOCIATED WITH THE WORK INDICATED ON THE DRAWINGS, IN THE SPECIFICATIONS, AND IN THE CONTRACT DOCUMENTS. DO NOT CLOSE OR OBSTRUCT ROADWAYS, SIDEWALKS, AND FIRE HYDRANTS, WITHOUT APPROPRIATE PERMISSION FROM THE OWNER.
- 4. AREAS OUTSIDE THE LIMITS OF PROPOSED WORK DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.
- 5. IN THE EVENT THAT SUSPECTED CONTAMINATED SOIL, GROUNDWATER AND OTHER MEDIA ARE ENCOUNTERED DURING EXCAVATION AND CONSTRUCTION ACTIVITIES BASED ON VISUAL, OLFACTORY, OR OTHER EVIDENCE, THE CONTRACTOR SHALL STOP WORK IN THE VICINITY OF THE SUSPECT MATERIAL TO AVOID FURTHER SPREADING OF THE MATERIAL AND SHALL NOTIFY THE OWNER IMMEDIATELY SO THAT THE APPROPRIATE TESTING AND SUBSEQUENT ACTION CAN BE TAKEN.
- 6. CONTRACTOR SHALL PREVENT DUST, SEDIMENT, AND DEBRIS FROM EXITING THE SITE AND SHALL BE RESPONSIBLE FOR CLEANUP, REPAIRS AND CORRECTIVE ACTION IF SUCH OCCURS.
- 7. DAMAGE RESULTING FROM CONSTRUCTION LOADS SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- 8. CONTRACTOR TO VERIFY EQUIPMENT PRIOR TO START OF CONSTRUCTION. EQUIPMENT DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.
- 9. ALL FIELD OR LABORATORY TESTING TO CONFIRM THAT THE CONTRACTOR IS MEETING THE RELEVANT SPECIFICATIONS SHALL BE COORDINATED AND PAID FOR BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.

UTILITIES

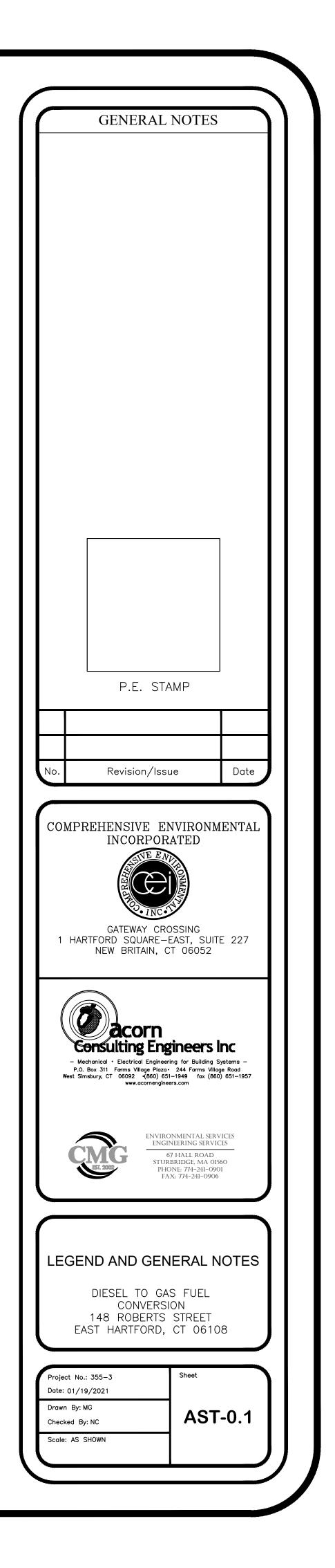
- 1. THE LOCATIONS, SIZES, AND TYPES OF EXISTING UTILITIES (PIPING, ELECTRICAL, ETC.) ARE SHOWN AS APPROXIMATE REPRESENTATION ONLY. THE OWNER OR ITS REPRESENTATIVE(S) HAVE NOT INDEPENDENTLY VERIFIED THIS INFORMATION AS SHOWN ON THE PLANS. THE UTILITY INFORMATION SHOWN DOES NOT GUARANTEE THE ACTUAL EXISTENCE, SERVICEABILITY, OR OTHER DATA CONCERNING THE UTILITIES, NOR DOES IT GUARANTEE AGAINST THE POSSIBILITY THAT ADDITIONAL UTILITIES MAY BE PRESENT THAT ARE NOT SHOWN ON THE PLANS. PRIOR TO ORDERING MATERIALS AND BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY AND DETERMINE THE EXACT LOCATIONS, SIZES AND ELEVATIONS OF THE POINTS OF CONNECTIONS TO EXISTING UTILITIES AND SHALL CONFIRM THAT THERE ARE NO INTERFERENCES WITH EXISTING UTILITIES AND THE PROPOSED UTILITY ROUTES, INCLUDING ROUTES WITHIN THE PUBLIC RIGHTS OF WAY.
- 2. WHERE AN EXISTING UTILITY IS FOUND TO CONFLICT WITH THE PROPOSED WORK. OR EXISTING CONDITIONS DIFFER FROM THOSE SHOWN SUCH THAT THE WORK CANNOT BE COMPLETED AS INTENDED, THE LOCATION, ELEVATION, AND SIZE OF THE UTILITY SHALL BE ACCURATELY DETERMINED WITHOUT DELAY BY THE CONTRACTOR, AND THE INFORMATION FURNISHED IN WRITING TO THE OWNER'S REPRESENTATIVE FOR THE RESOLUTION OF THE CONFLICT. ANY CONTRACTOR'S FAILURE TO NOTIFY PRIOR TO PERFORMING ADDITIONAL WORK RELEASES OWNER FROM OBLIGATIONS FOR ADDITIONAL PAYMENTS WHICH OTHERWISE MAY BE WARRANTED TO **RESOLVE THE CONFLICT.**

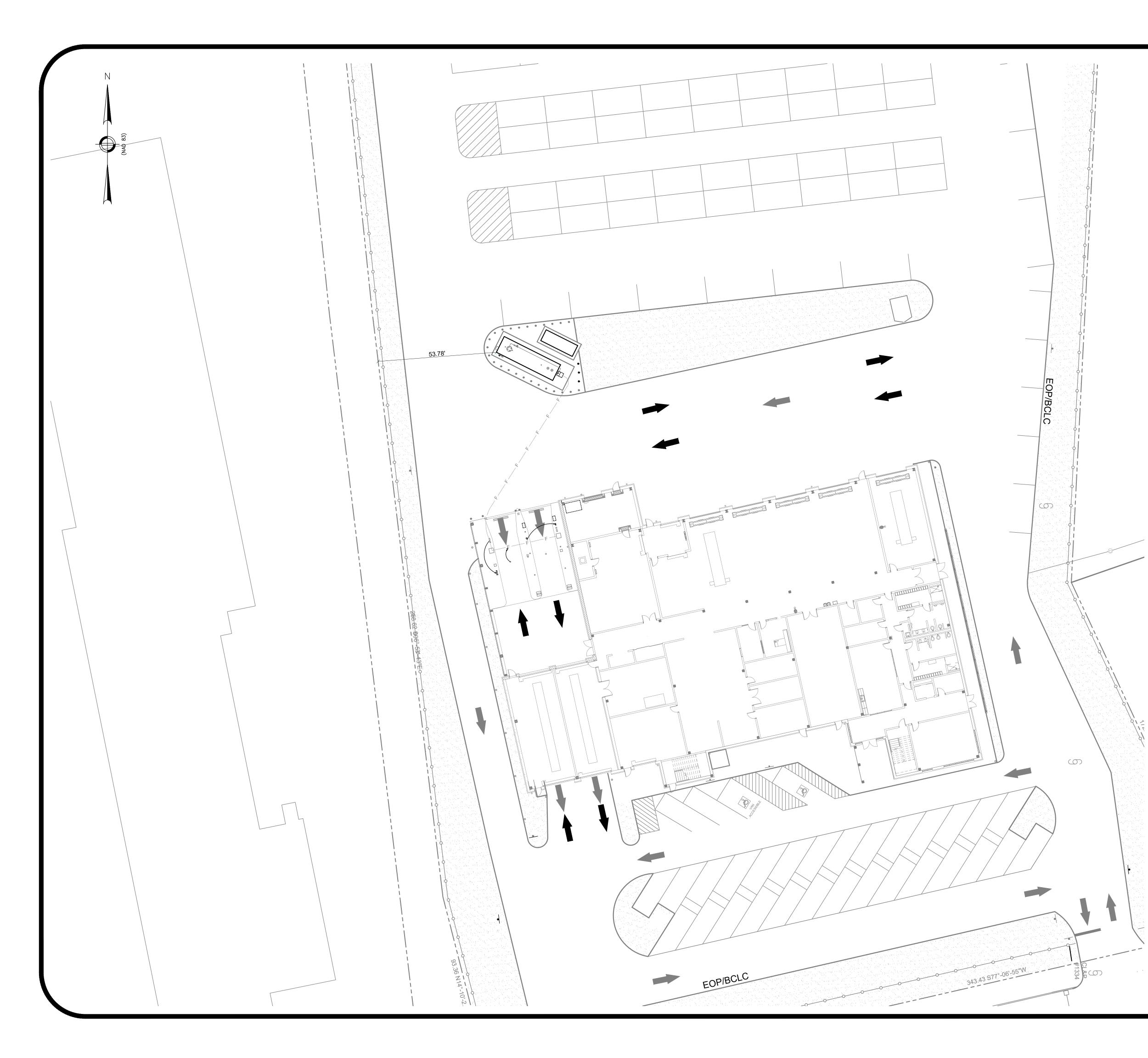
CODE SUMMARY

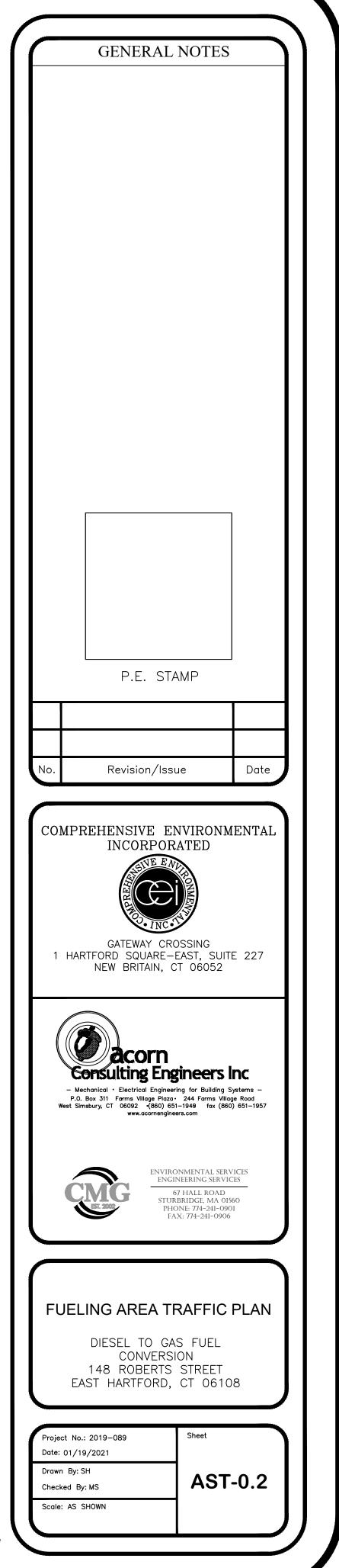
INSTALLATION TO COMPLY WITH:

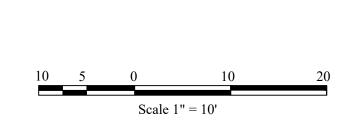
- 2018 CONNECTICUT STATE BUILDING CODE AND CORRESPONDING ELECTRICAL CODE.
- 2018 CONNECTICUT STATE FIRE PREVENTION CODE.
- 2018 CONNECTICUT STATE FIRE SAFETY CODE.
- 2015 NFPA 1, PARTICULARLY SECTION 30.1.6 FUEL DISPENSING INSIDE BUILDING
- 2018 NFPA 30 "FLAMMABLE AND COMBUSTIBLE LIQUIDS CODE" INCLUDING, BUT NOT LIMITED TO, SECTIONS 6.4.1, 6.5.4.2, 6.8.1, 7.3.2, 19.4.5.1, AND 22.7.
- 2018 NFPA 30A "CODE FOR MOTOR FUEL DISPENSING FACILITIES AND REPAIR GARAGES" INCLUDING, BUT NOT LIMITED TO, SECTION 4.3.2.3.

EXISTING LEGEND: PROPOSED PROPERTY LINE _____ FIRE PARTITION (2 HRS) TRENCH DRAIN FM D FUEL MANAGEMENT SYSTEM TRAFFIC DIRECTION SUBMERSIBLE TURBINE PUMP STP o STP o V O VENT V O ATG • AUTOMATIC TANK GAUGING ATG O INTERSTITIAL MONITOR оIМ CG 。 CG 。 CLOCK GAUGE EMERGENCY VENT EV 💿 EV 🔘 IEV ◎ INTERSTITIAL EMERGENCY VENT IEV ◎ BOLLARD ٠ SK 〇 SPILL KIT F F F F F F F FUEL LINE VS • VEHICLE SENSOR VS o VAC 🗆 VACUUM STRUCTURAL COLUMN \boxtimes HS D HOSE STAND HS 🛛 METER МП МП FΟ FILL $VR \bigcirc$ VAPOR RECOVERY -o---o---o----- FENCE



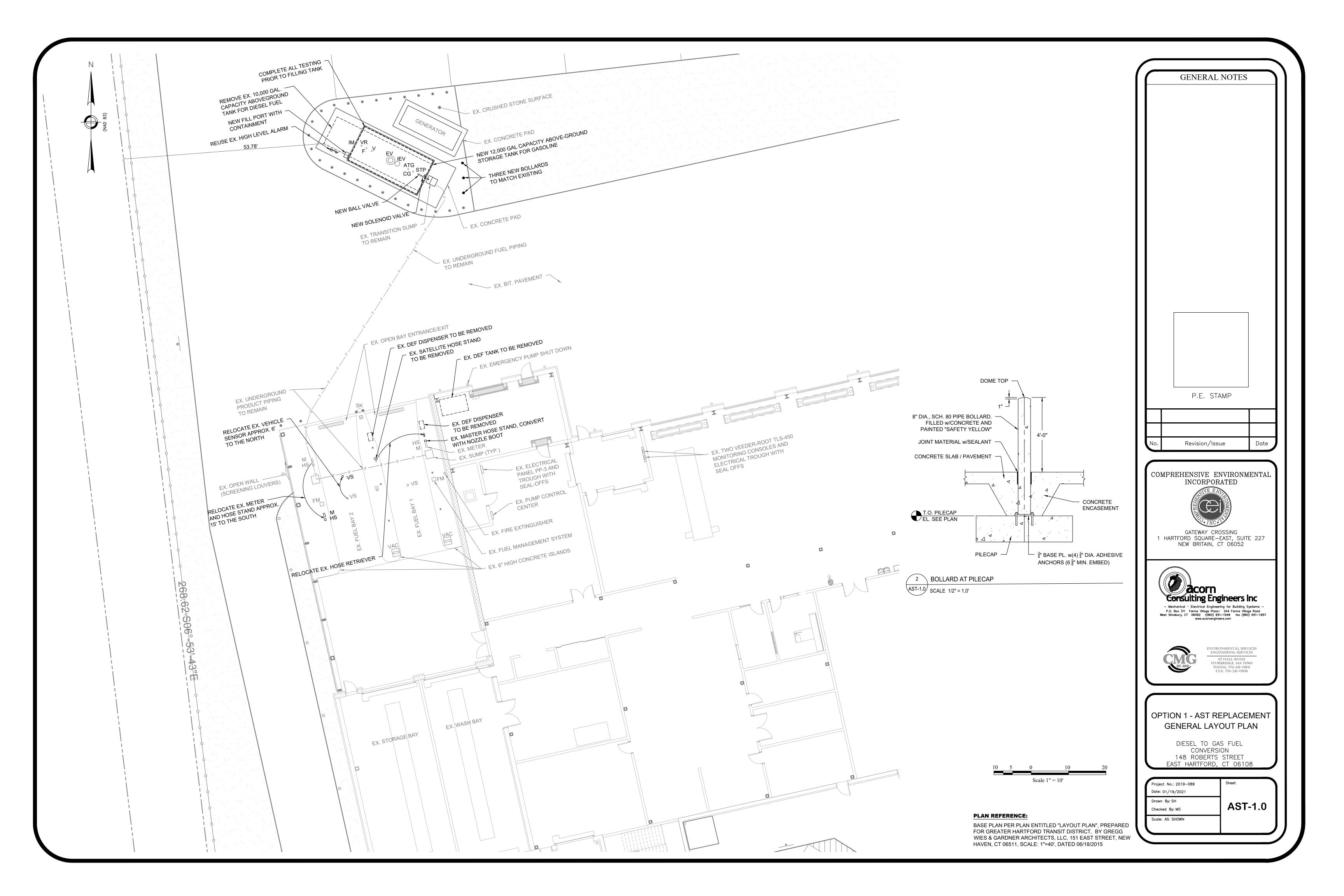


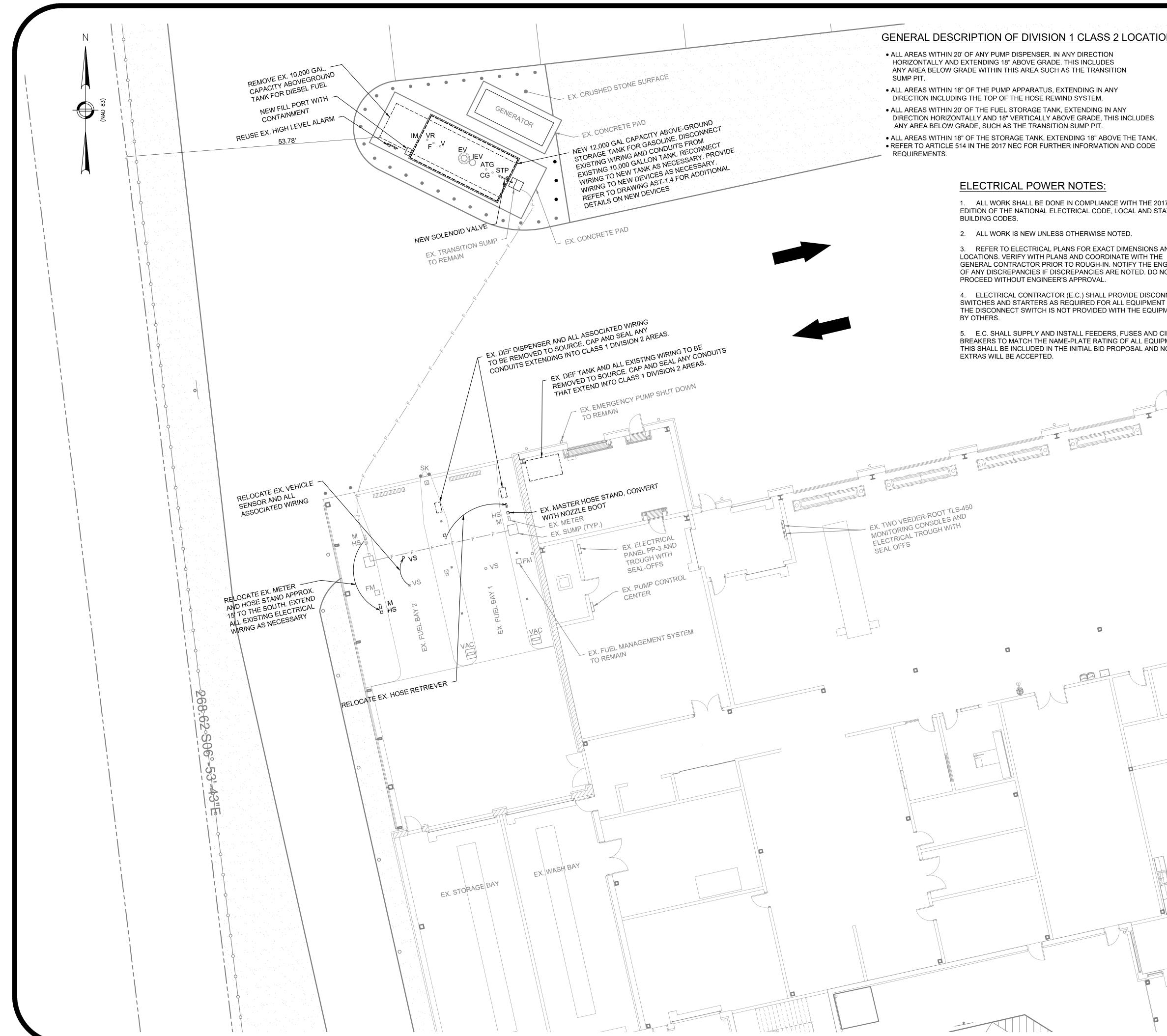




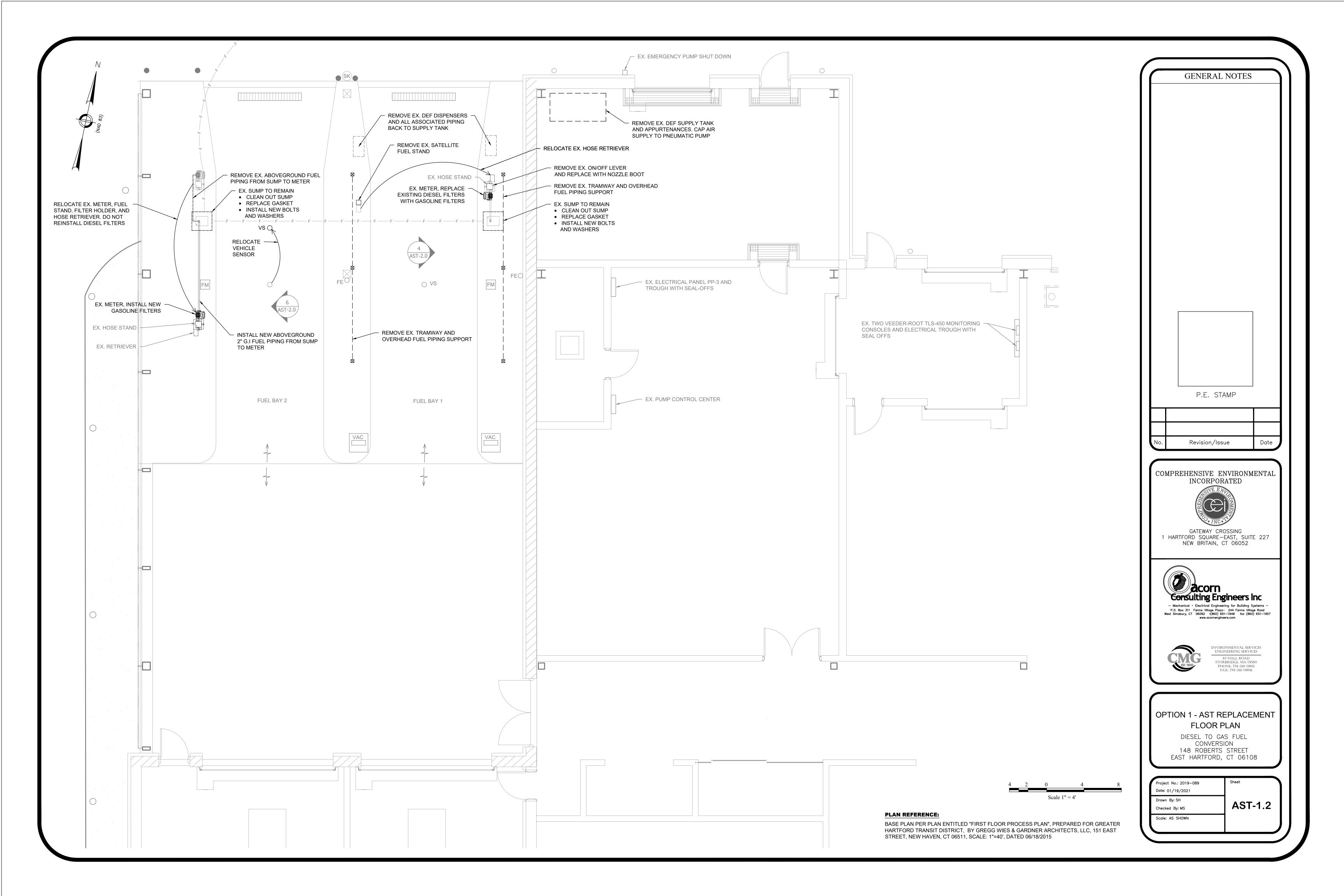
PLAN REFERENCE:

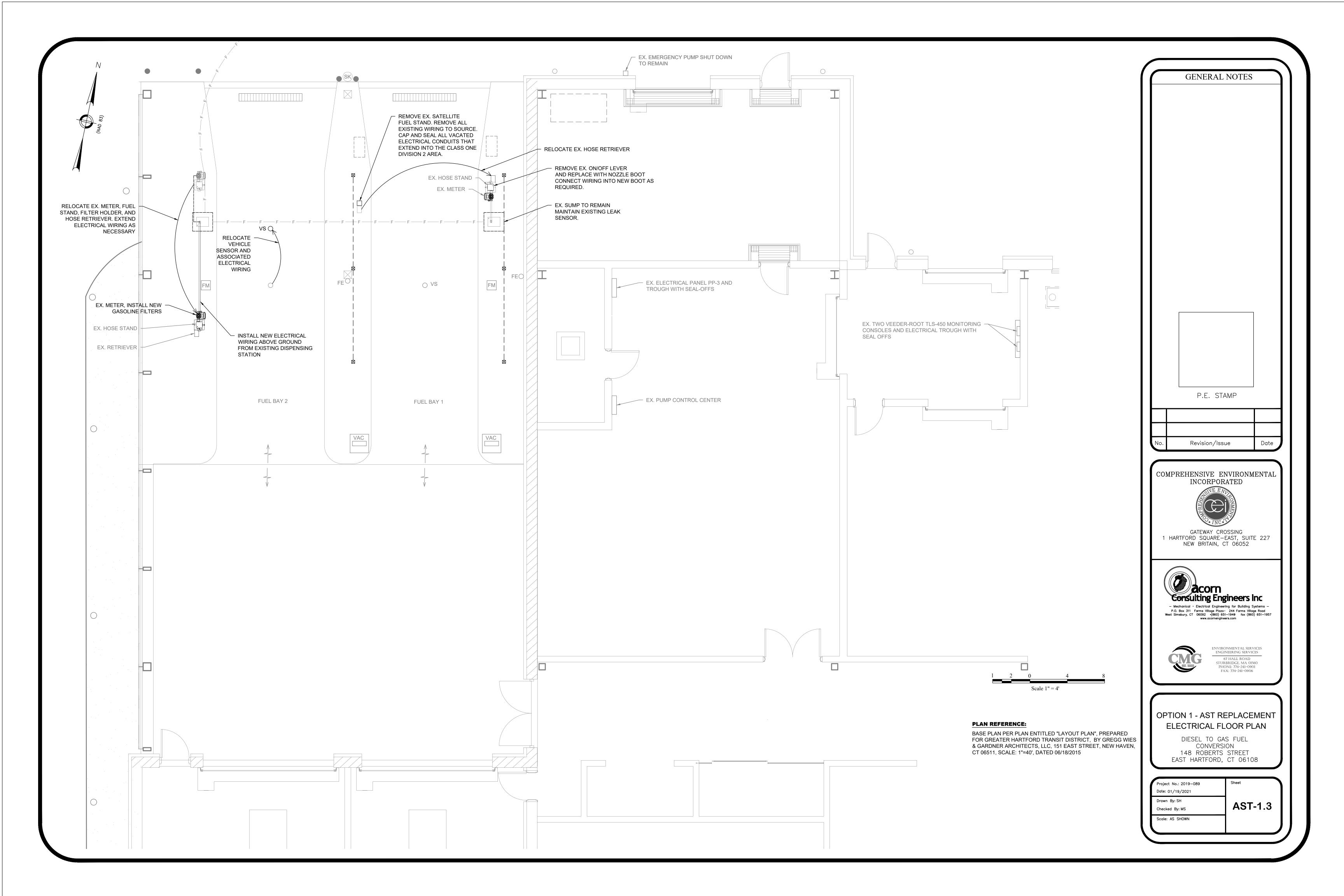
BASE PLAN PER PLAN ENTITLED "LAYOUT PLAN", PREPARED FOR GREATER HARTFORD TRANSIT DISTRICT, BY GREGG WIES & GARDNER ARCHITECTS, LLC, 151 EAST STREET, NEW HAVEN, CT 06511, SCALE: 1"=40', DATED 06/18/2015

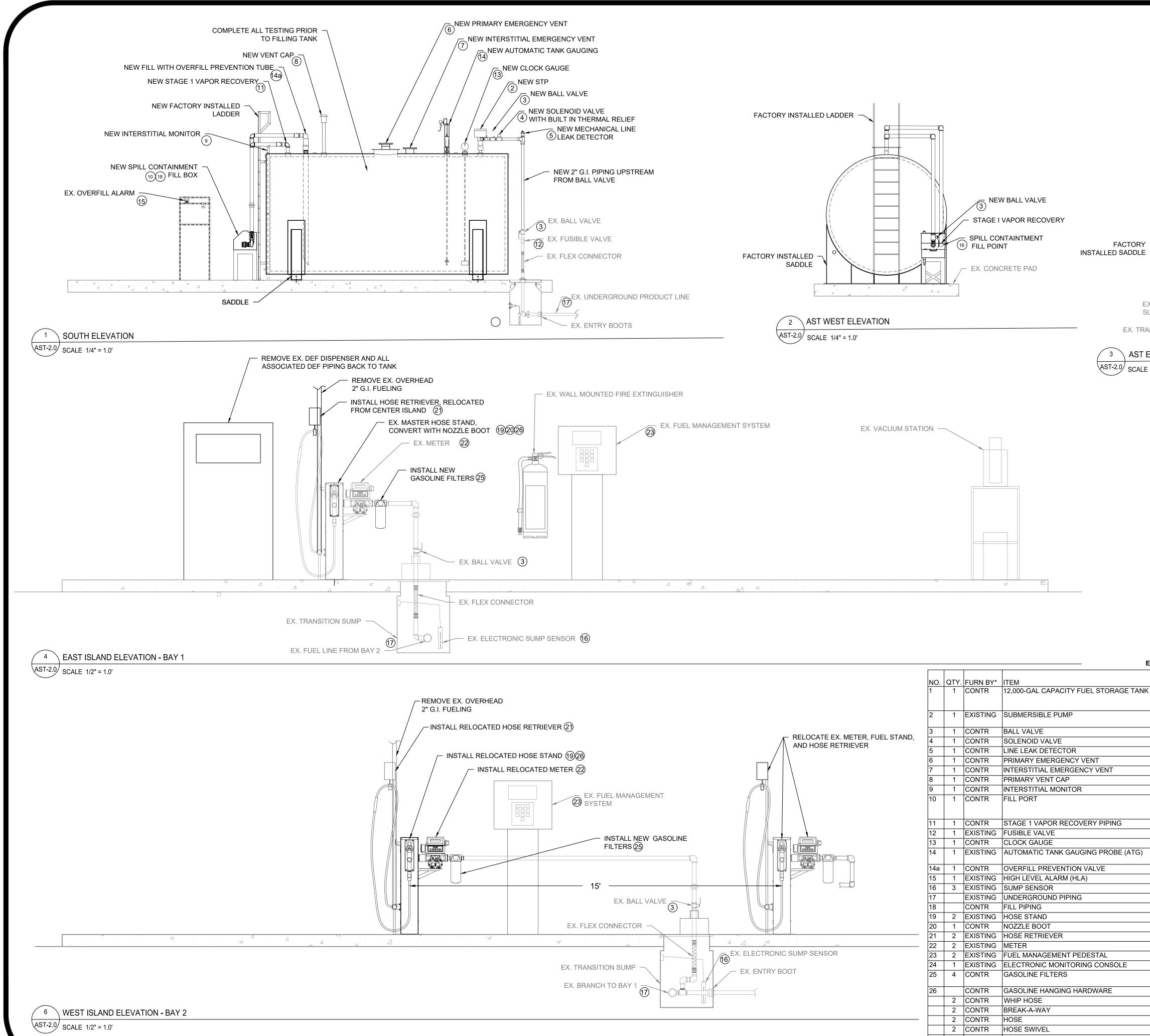




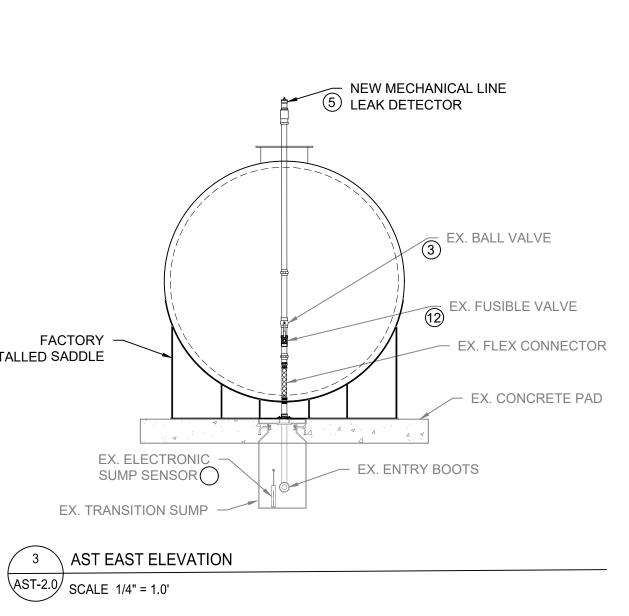
IONS:	ELECTRICAL GENERAL NOTES:				
	1. ALL WORK SHALL BE DONE IN COMPLIANCE WITH THE 2017 EDITION OF THE NATIONAL ELECTRICAL CODE, LOCAL AND STATE BUILDING CODES.	GENERAL NOTES			
-	2. E.C. SHALL OBTAIN AND PAY FOR BOTH ROUGH AND FINAL INSPECTION AND OBTAIN A CERTIFICATE OF "ELECTRICAL INSPECTION". THIS CERTIFICATE SHALL BE PRESENTED WITH REQUEST FOR FINAL PAYMENT.				
	3. IT IS THE INTENT OF THESE PLANS TO PROVIDE A COMPLETE AND OPERATING ELECTRICAL SYSTEM. THE E.C. SHALL FURNISH AND INSTALL ALL WIRING, CONDUIT, EQUIPMENT, MATERIAL, ETC. AS REQUIRED., EXCEPT WHERE SPECIFICALLY NOTED AS BEING FURNISHED BY OTHERS. SHOULD THERE BE ANY QUESTIONS CONCERNING RESPONSIBILITY, THE QUESTIONS SHALL BE SETTLED BEFORE BID SUBMISSION AND CONTRACT SIGNING. NO EXTRA CHARGES WILL BE ALLOWED.				
2017 STATE	4. THE E.C. SHALL COORDINATE ALL PHASING OF WORK WITH THE ENGINEER, GENERAL CONTRACTOR AND/OR OWNER OF THE PROJECT.				
S AND HE	5. REFER TO THE ELEVATION DRAWINGS FOR SPECIFIC DETAILS, ARRANGEMENTS, MOUNTING HEIGHTS, CEILING CONSTRUCTION, ETC. ALL COLORS AND FINISHES TO BE SELECTED BY THE ENGINEER.				
ENGINEER. D NOT	6. ALL ELECTRICAL EQUIPMENT SHALL BE SEISMICALLY SUPPORTED AS REQUIRED BY THE LOCAL AND STATE BUILDING CODE.				
ONNECT INT WHERE JIPMENT OR	7. ALL NECESSARY MOUNTING HARDWARE, HANGERS, BRACKETS, RAILS, YOKES, STEMS, CHAINS, ETC. SHALL BE FURNISHED AND INSTALLED BY E.C.				
D CIRCUIT JIPMENT. D NO	8. ALL WIRING INSTALLED UNDER THIS CONTRACT SHALL BE TESTED FOR PROPER CONNECTIONS AND SHORT CIRCUITS PRIOR TO THE TURNING OVER OF WORK AS A COMPLETE UNIT.				
	9. ALL CONDUITS PASSING THROUGH PARTITIONS ARE TO BE APPROPRIATELY SLEEVED AND SEALED.				
	10. E.C. SHALL GUARANTEE ALL MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE DATE OF APPROVAL AND FINAL ACCEPTANCE.				
	11. ALL CONDUIT AND WIRING SHALL BE RUN CONCEALED IN WALLS, FLOORS AND CEILINGS UNLESS OTHERWISE NOTED TO BE EXPOSED.				
	12. ALL WORK IS NEW UNLESS OTHERWISE NOTED.	P.E. STAMP			
		No. Revision/Issue Date			
۵		COMPREHENSIVE ENVIRONMENTAL INCORPORATED			
		NEW BRITAIN, CT 06052 NEW BRITAIN, CT 06052 Accorn Consulting Engineers Inc. - Mechanical · Electrical Engineering for Building Systems – P.0. Box 311 Farms Village Plaza · 244 Farms Village Road West Simsbury, CT 06092 · (860) 651–1949 fax (860) 651–1957 www.acornengineers.com			
	10 5 0 10 20 Scale 1'' = 10'	ENVIRONMENTAL SERVICES ENGINEERING SERVICES 67 HALL ROAD STURBRIDGE, MA 01560 PHONE: 774-241-0901 FAX: 774-241-0906			
	PLAN REFERENCE: BASE PLAN PER PLAN ENTITLED "LAYOUT PLAN", PREPARED FOR GREATER HARTFORD TRANSIT DISTRICT, BY GREGG WIES & GARDNER ARCHITECTS, LLC, 151 EAST STREET, NEW HAVEN, CT 06511, SCALE: 1"=40', DATED 06/18/2015	OPTION 1 - AST REPLACEMENT ELECTRICAL LAYOUT PLAN DIESEL TO GAS FUEL CONVERSION 148 ROBERTS STREET EAST HARTFORD, CT 06108			
		Project No.: 2019–089 Date: 01/19/2021 Drawn By: SH Checked By: MS Scale: AS SHOWN			







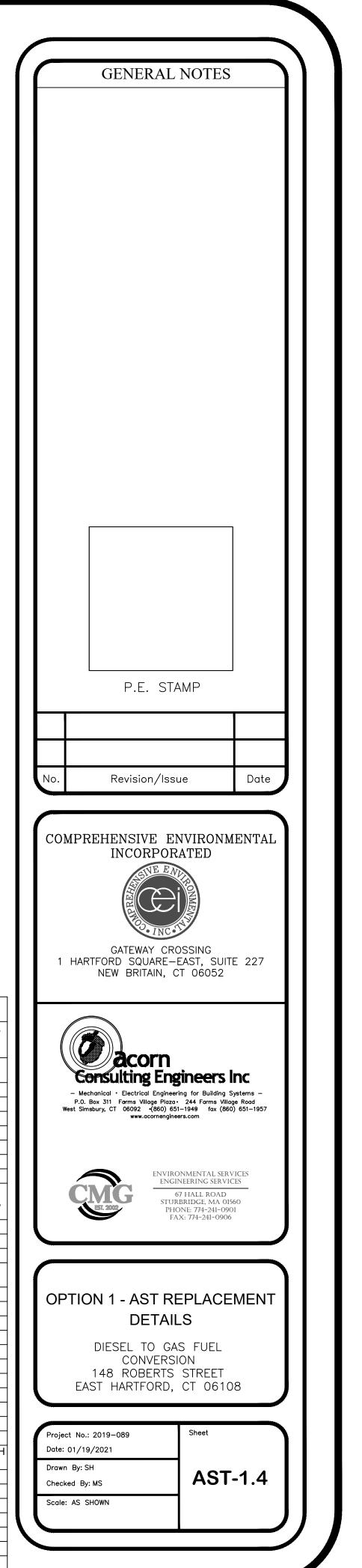
	-		E	QUIPMENT LIST
NO.	QTY.	FURN BY*	ITEM	MAKE/MODEL
1	1	CONTR	12,000-GAL CAPACITY FUEL STORAGE TANK	
2	1	EXISTING	SUBMERSIBLE PUMP	FE PETRO/VL2
3	1	CONTR	BALL VALVE	MORRISON/691-0
4	1	CONTR	SOLENOID VALVE	MORRISON/710-0
5	1	CONTR	LINE LEAK DETECTOR	FE PETRO/403168
6	1	CONTR	PRIMARY EMERGENCY VENT	MORRISON/244
7	1	CONTR	INTERSTITIAL EMERGENCY VENT	MORRISON/244
8	1	CONTR	PRIMARY VENT CAP	OPW/623V-2203
9	1	CONTR	INTERSTITIAL MONITOR	VEEDER-ROOT/7
10	1	CONTR	FILL PORT	MORRISON/515
11	1	CONTR	STAGE 1 VAPOR RECOVERY PIPING	SCH 40 GALV. ST
12	1	EXISTING	FUSIBLE VALVE	
13	1	CONTR	CLOCK GAUGE	MORRISON/818-0
14	1	EXISTING	AUTOMATIC TANK GAUGING PROBE (ATG)	VEEDER-ROOT/8
14a	1	CONTR	OVERFILL PREVENTION VALVE	MORRISON/905A
15	1	EXISTING	HIGH LEVEL ALARM (HLA)	VEEDER-ROOT/
16	3	EXISTING	SUMP SENSOR	VEEDER-ROOT
17		EXISTING	UNDERGROUND PIPING	APT/
18		CONTR	FILL PIPING	SCH 40 GALV/ ST
19	2	EXISTING	HOSE STAND	PMC/MSH-64BA
20	1	CONTR	NOZZLE BOOT	PMC/7H-1290
21	2	EXISTING	HOSE RETRIEVER	
22	2	EXISTING	METER	LIQUID CONTROL
23	2	EXISTING	FUEL MANAGEMENT PEDESTAL	FLEETWATCH/RI
24	1	EXISTING	ELECTRONIC MONITORING CONSOLE	VEEDER-ROOT/T
25	4	CONTR	GASOLINE FILTERS	
26		CONTR	GASOLINE HANGING HARDWARE	
	2	CONTR	WHIP HOSE	
	2	CONTR	BREAK-A-WAY	
	2	CONTR	HOSE	
	2	CONTR	HOSE SWIVEL	
	2	CONTR	NOZZLE	
27	1	CONTR	GASOLINE FLOAT KIT	VEEDER-ROOT-8

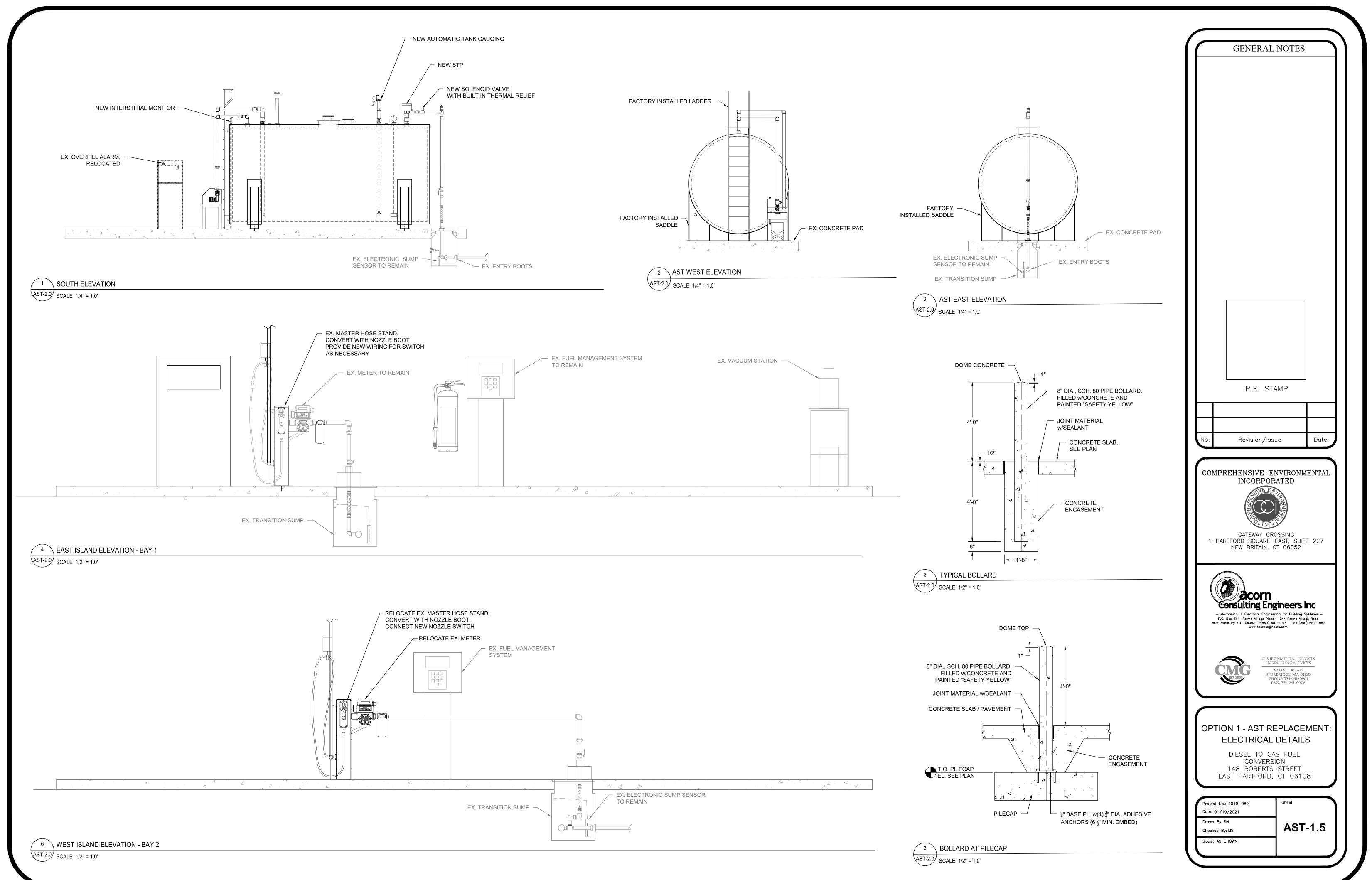


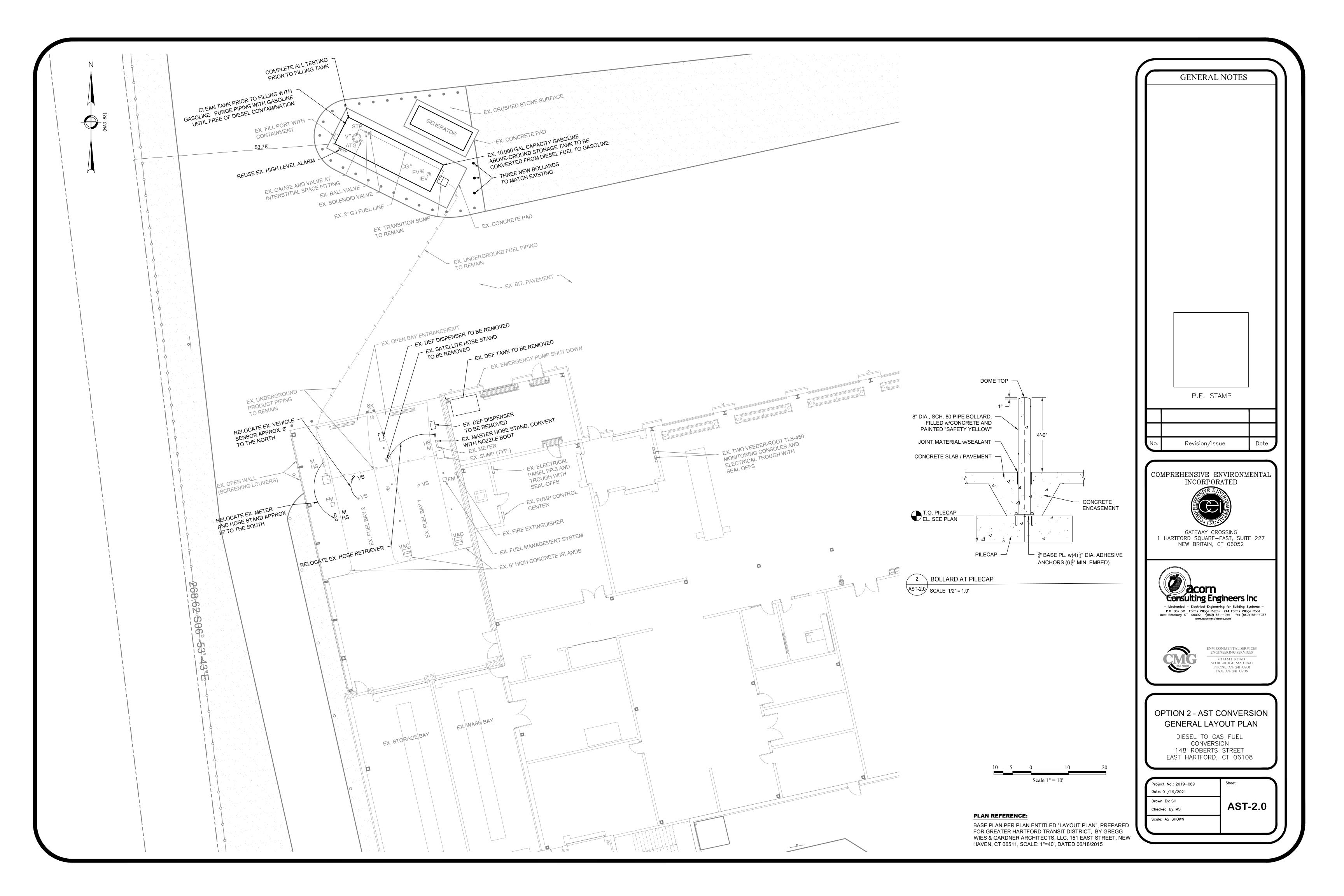
FACTORY

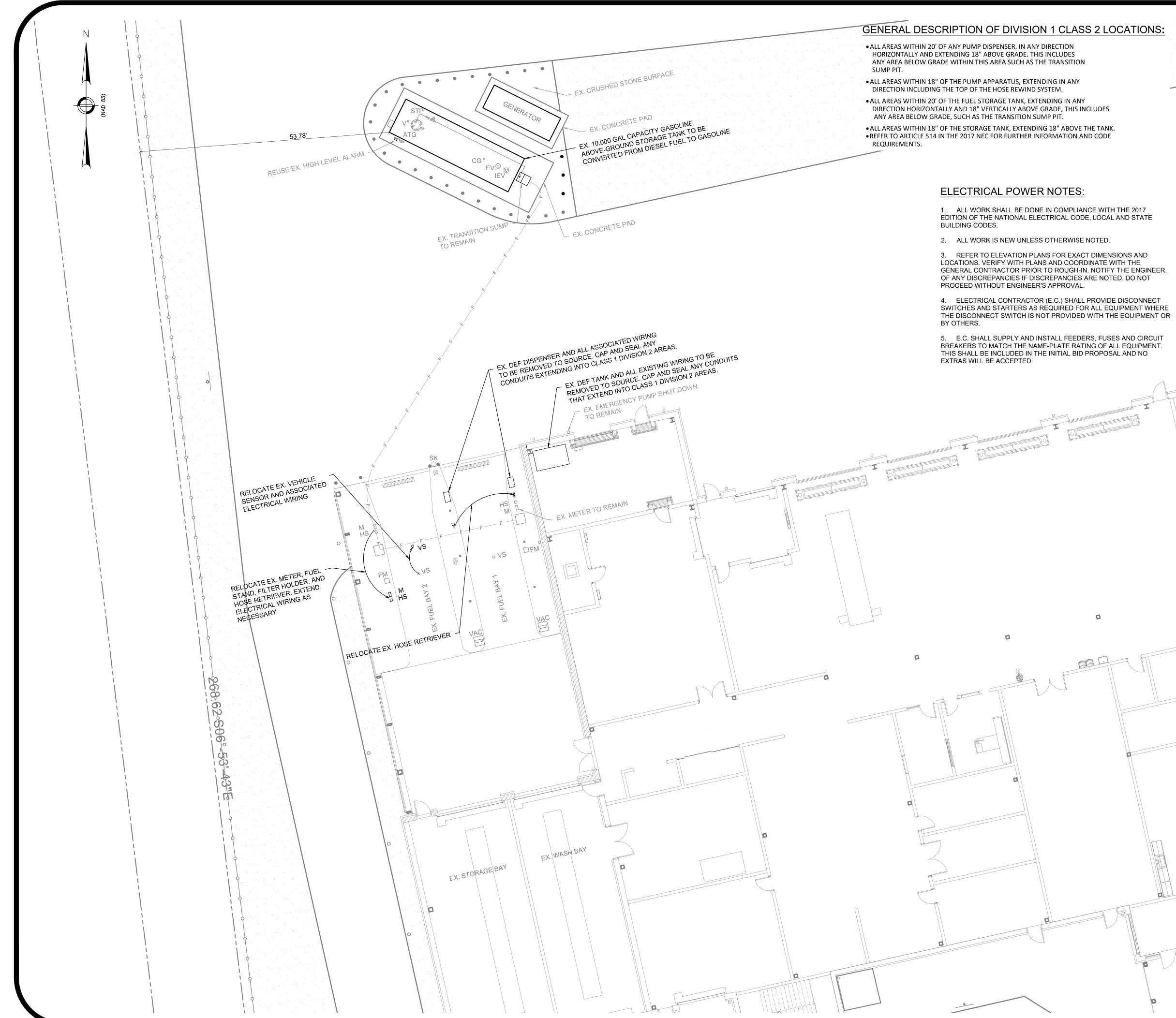
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ELECTRICAL REQUIREMENTS COMMENTS E/MODEL HLAND/FIREGUARD UL 2085 COMPLIANT, 10-FT DIA. INCLUDE DECALS AND LABELS PER NFPA PETRO/VL2 ADJUST LENGTH, NEW WIRING HARNESS REQUIRED RISON/691-08001V RISON/710-02001V 120V/30W ETRO/403168903 RRISON/244 FACTORY INSTALLED RRISON/244 FACTORY INSTALLED V/623V-2203 DER-ROOT/794390-420 RRISON/515 LOCKABLE, 4 LEG STAND, FILL ADAPTOR, CAP, CHECK VALVE, VR1 DRY BREAK AND CAP 40 GALV. STEEL/2" THREADED RISON/818-0100AG EVR DER-ROOT/846396-307 REUSE EX. CABLE RRISON/905AA-9300AVEVR DER-ROOT/ DER-ROOT 40 GALV/ STEEL/3" THREADED C/MSH-64BA C/7H-1290 JID CONTROLS/M-5-1 TWATCH/RIH3000R DER-ROOT/TLS-450 PLUS REPLACE DIESEL FILTERS WITH 10 MICRON GASOLINE FILTERS DER-ROOT-886100-010

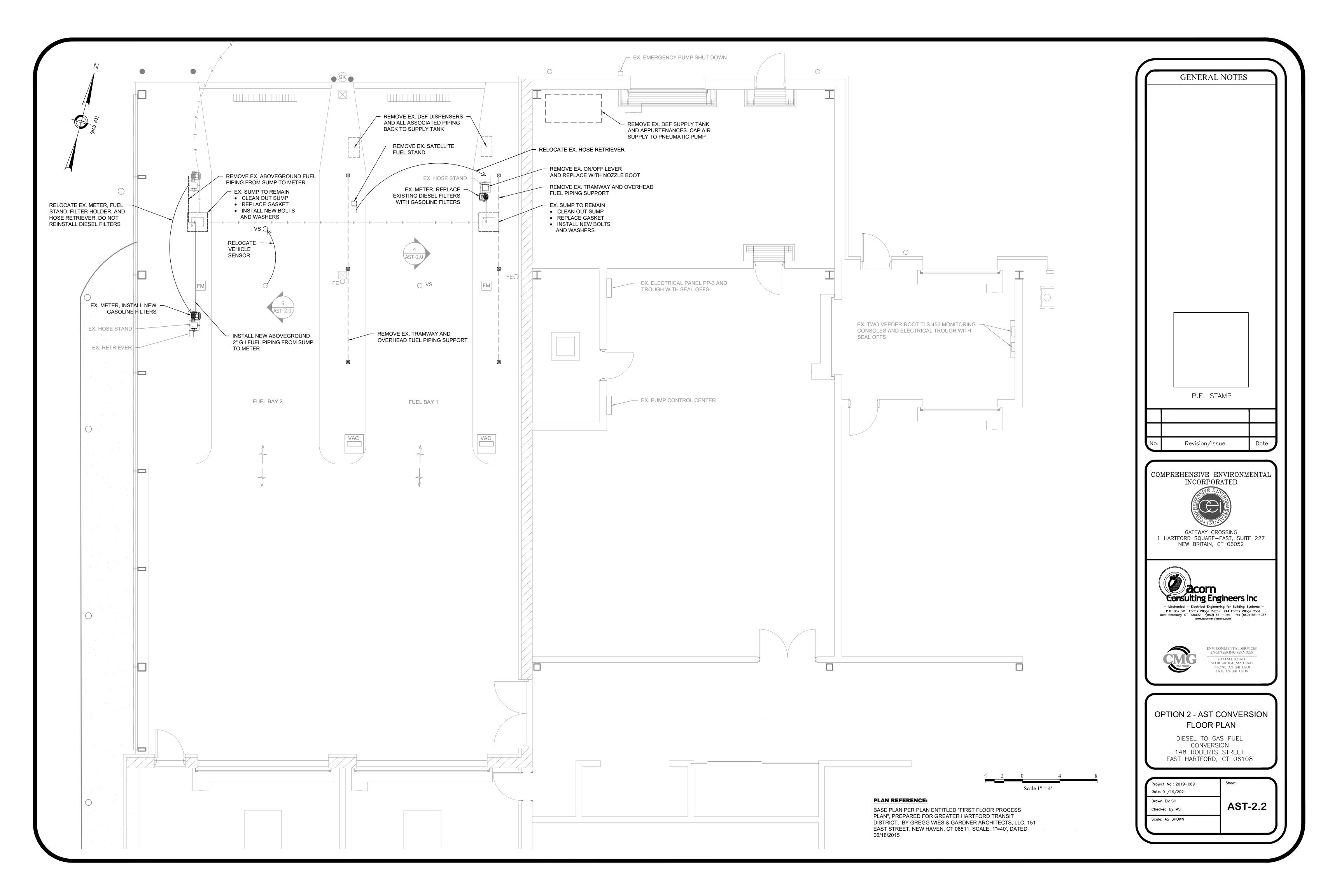


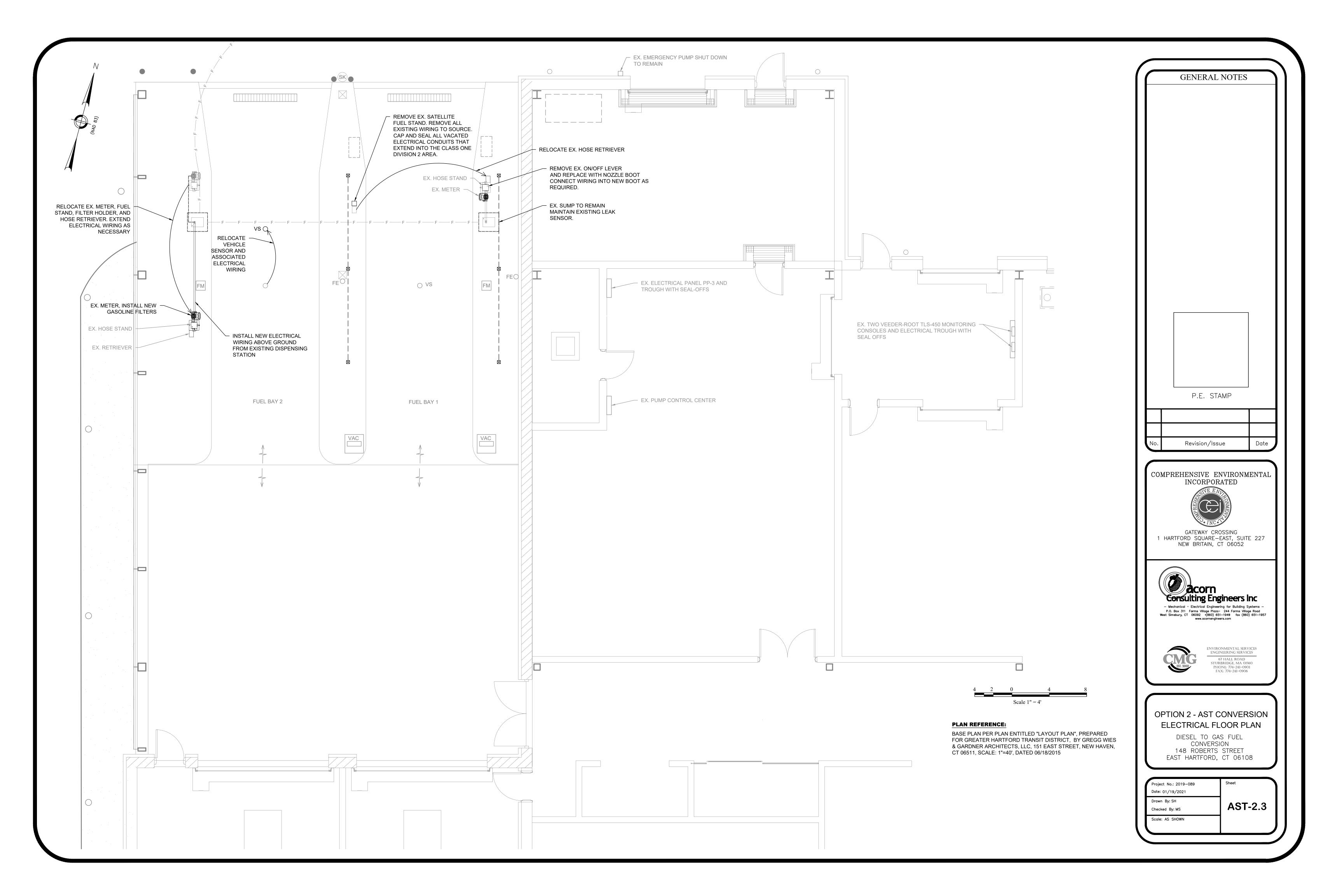


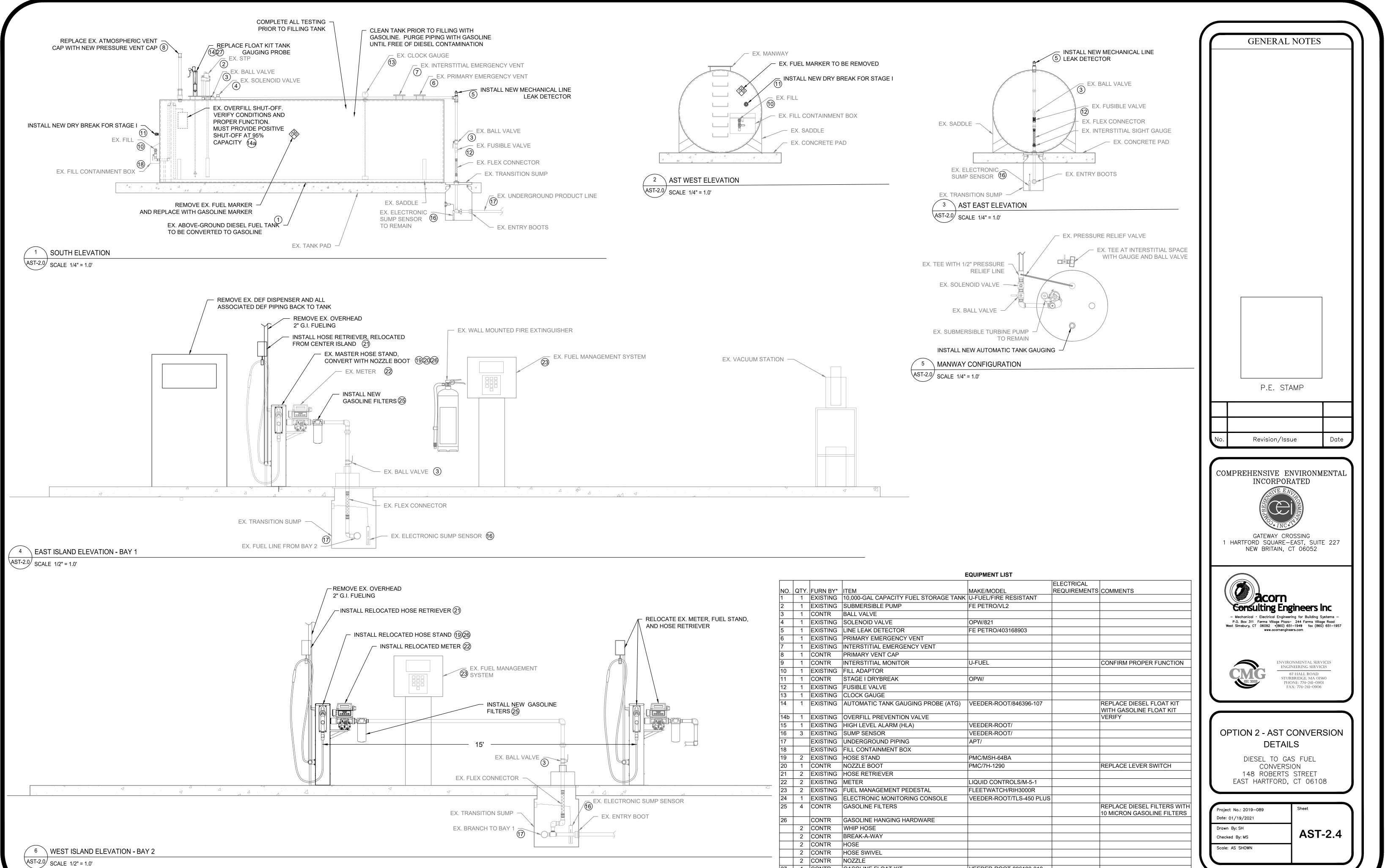




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	 AND STATE BUILDING CODES. 2. E.C. SHALL OBTAIN AND PAY FOR BOTH ROUGH AND FINAL INSPECTION AND OBTAIN A CERTIFICATE OF "ELECTRICAL INSPECTION". THIS CERTIFICATE SHALL BE PRESENTED WITH REQUEST FOR FINAL PAYMENT. 			
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	5. REFER TO THE ELEVATION DRAWINGS FOR SPECIFIC DETAILS, ARRANGEMENTS, MOUNTING HEIGHTS, CEILING CONSTRUCTION, ETC. ALL COLORS AND FINISHES TO BE SELECTED BY THE ENGINEER.			
ER.	6. ALL ELECTRICAL EQUIPMENT SHALL BE SEISMICALLY SUPPORTED AS REQUIRED BY THE LOCAL AND STATE BUILDING CODE.			
T ERE T OR	7. ALL NECESSARY MOUNTING HARDWARE, HANGERS, BRACKETS, RAILS, YOKES, STEMS, CHAINS, ETC. SHALL BE FURNISHED AND INSTALLED BY E.C.			
JIT IT.	8. ALL WIRING INSTALLED UNDER THIS CONTRACT SHALL BE TESTED FOR PROPER CONNECTIONS AND SHORT CIRCUITS PRIOR TO THE TURNING OVER OF WORK AS A COMPLETE UNIT.			
	9. ALL CONDUITS PASSING THROUGH PARTITIONS ARE TO BE APPROPRIATELY SLEEVED AND SEALED.			
	10. E.C. SHALL GUARANTEE ALL MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE DATE OF APPROVAL AND FINAL ACCEPTANCE.			
	11. ALL CONDUIT AND WIRING SHALL BE RUN CONCEALED IN WALLS, FLOORS AND CEILINGS UNLESS OTHERWISE NOTED TO BE EXPOSED.		P.E. STAM	
	12. ALL WORK IS NEW UNLESS OTHERWISE NOTED.			
		COI	MPREHENSIVE ENV INCORPORAT	
		1	INCORPORAT	SING SING ST, SUITE 227 06052 DECTS INC for Building Systems – I4 Farms Village Road 49 for (860) 651–1957
	$10 \ 5 \ 0 \ 10 \ 20$ Scale 1" = 10'	1	INCORPORAT With the second se	SING SING ST, SUITE 227 06052 DECTS INC for Building Systems – I4 Farms Village Road 49 for (860) 651–1957
			INCORPORAT With the second se	SING ST, SUITE 227 06052 Ceers inc for Building Systems – t4 Farms Village Road 49 fox (860) 651–1957 om EINTAL SERVICES ALL ROAD DGE, MA 01560 774-241-0906 NVERSION DGE, MA 01560 774-241-0906 NVERSION DUT PLAN FUEL STREET







	EQUIPMENT LIST							
					ELECTRICAL			
NO.			ITEM	MAKE/MODEL	REQUIREMENTS	COMMENTS		
1		EXISTING	10,000-GAL CAPACITY FUEL STORAGE TANK					
2	1	EXISTING	SUBMERSIBLE PUMP	FE PETRO/VL2				
3	1	CONTR	BALL VALVE					
4		EXISTING	SOLENOID VALVE	OPW/821				
5	1	EXISTING	LINE LEAK DETECTOR	FE PETRO/403168903				
6	1	EXISTING	PRIMARY EMERGENCY VENT					
7	1	EXISTING	INTERSTITIAL EMERGENCY VENT					
8	1	CONTR	PRIMARY VENT CAP					
9	1	CONTR	INTERSTITIAL MONITOR	U-FUEL		CONFIRM PROPER FUNCTION		
10	1	EXISTING	FILL ADAPTOR					
11	1	CONTR	STAGE I DRYBREAK	OPW/				
12	1	EXISTING	FUSIBLE VALVE					
13	1	EXISTING	CLOCK GAUGE					
14	1	EXISTING	AUTOMATIC TANK GAUGING PROBE (ATG)	VEEDER-ROOT/846396-107		REPLACE DIESEL FLOAT KIT WITH GASOLINE FLOAT KIT		
14b	1	EXISTING	OVERFILL PREVENTION VALVE			VERIFY		
15	1	EXISTING	HIGH LEVEL ALARM (HLA)	VEEDER-ROOT/				
16	3	EXISTING	SUMP SENSOR	VEEDER-ROOT/				
17		EXISTING	UNDERGROUND PIPING	APT/				
18		EXISTING	FILL CONTAINMENT BOX					
19	2	EXISTING	HOSE STAND	PMC/MSH-64BA				
20	1	CONTR	NOZZLE BOOT	PMC/7H-1290		REPLACE LEVER SWITCH		
21	2	EXISTING	HOSE RETRIEVER					
22	2	EXISTING	METER	LIQUID CONTROLS/M-5-1				
23	2	EXISTING	FUEL MANAGEMENT PEDESTAL	FLEETWATCH/RIH3000R				
24	1	EXISTING	ELECTRONIC MONITORING CONSOLE	VEEDER-ROOT/TLS-450 PLUS				
25	4	CONTR	GASOLINE FILTERS			REPLACE DIESEL FILTERS WITH 10 MICRON GASOLINE FILTERS		
26		CONTR	GASOLINE HANGING HARDWARE					
	2	CONTR	WHIP HOSE					
	2	CONTR	BREAK-A-WAY					
	2	CONTR	HOSE					
	2	CONTR	HOSE SWIVEL					
	2	CONTR	NOZZLE					
27	1	CONTR	GASOLINE FLOAT KIT	VEEDER-ROOT-886100-010				
L	1	1	1	1		1		

