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SPECIFICATIONS FOR ALL CT*transit* CONSTRUCTION PROJECTS

1.0 SINGULAR, PLURAL, GENDER, & DEFINITIONS

- A. Any word contained in the text of this Contract shall be read as the singular or the plural and as the masculine, feminine or neuter gender, all as may be applicable in the particular context. More specifically, however, for the purposes of this Contract, the following words shall have the meanings attributed to them in this Section:
- 1) **“Cancellation”** means an end to the Contract affected pursuant to a right which the Contract creates due to breach.
 - 2) **“Claims”** means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any form.
 - 3) **“CTDOT”** means the Connecticut Department of Transportation.
 - 4) **“Contract”** means the agreement, as of its effective date, between the Bidder and CT*transit* for any or all Goods or Services at the Bid Price.
 - 5) **“Contractor”** means a person or entity who submits a Bid and who executes a Contract.
 - 6) **“Contract Documents”** means the document, including all exhibits attached thereto and/or incorporated therein by reference, which evidences the obligation of CT*transit* and the Contractor resulting from the Invitation for Bids.
 - 7) **“Contractor Parties”** means a Contractor’s members, directors, officers, shareholders, partners, managers, principle officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
 - 8) **“CT*transit*”** means Connecticut Transit.
 - 9) **“Day”** means all calendar days including Saturdays, Sundays, and day designated as national or State of Connecticut holidays.
 - 10) **“Expiration”** means an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
 - 11) **“FTA”** means the Federal *Transit* Administration.
 - 12) **“Goods”** means for purposes of this Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Invitation for Bids and set forth in the specifications.
 - 13) **“Goods or Services”** means Goods, Services, or both, as specified in the Invitation for Bids.
 - 14) **“Bid”** means the offer, submittal, or response made to a Invitation for Bids.
 - 15) **“Bidder”** means the person, natural or artificial, which submitted a Bid in response to the Invitation for Bids.
 - 16) **“Bidder Parties”** means a Bidder’s members, directors, officers, shareholders, partners, managers, principle officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Bidder is in privity of oral or written contract and the Bidder intends for such other person or entity to Perform under the Contract in any capacity.
 - 17) **“Bid Opening Date”** means date Bid(s) were officially opened and reviewed.

- 18) **“Records”** means all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- 19) **“Invitation for Bids”** mean a request inviting Bids for Goods or Services, or both. This Contract shall be governed by the clauses, statutes, regulations, and procedures of the Federal Transit Administration, United States Department of Transportation, State of Connecticut, State of Connecticut Department of Transportation, and Connecticut Transit.
- 20) **“Services”** means the performance of labor or work, as specified in the Invitation for Bids.
- 21) **“State” or “The State”** means the State of Connecticut.
- 22) **“Submission Deadline”** means date and time Bids were to be submitted to be considered.
- 23) **“Sub-Contractor”** means a person or business which has a contract (as an "independent contractor" and not an employee) with the Contractor to provide some portion of the work or services on the project which the Contractor has agreed to perform.
- 24) **“Termination”** means an end to the Contract affected pursuant to a right which the Contract creates, other than for a breach.
- 25) **“Title”** means all ownership, title, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
- 26) **“US DOL”** means the United States Department of Labor.
- 27) **“US DOT”** means the United States Department of Transportation.
- 28) **“Project Manual”** means all documents included and/or called out in the procurement.

NOTICE TO CONTRACTOR:

IF CONFLICT EXISTS BETWEEN THE LANGUAGE OF *CTtransit*'s PROCUREMENT DOCUMENTS, CONSTRUCTION SPECIFICATIONS, THE PROJECT SPECIFIC CSI SPECIFICATIONS, PROJECT SPECIFIC SPECIAL PROVISIONS, OR THE CTDOT FORM 818 - THE MORE STRINGENT REQUIREMENT SHALL PREVAIL.

2.0 ADDITIONAL BIDDING REQUIREMENTS FOR CONSTRUCTION CONTRACTS

2.1 FORMAT

Bids must be submitted to *CTtransit* in conformity with the format and requirements hereof. Bids submitted to *CTtransit* in any other format may be considered non-responsive and may be rejected. The person executing the Bid must initial any erasures, emendations, corrections, interlineations, alterations or other changes appearing on the Bid. SEE SECTION 3.1 FOR CONSTRUCTION PROJECT BONDING REQUIREMENTS.

2.2 ADDITIONAL INFORMATION

CTtransit reserves the right to require that a Bidder submit additional and further information or explanation to aid *CTtransit* in considering the Bid. At the discretion of *CTtransit*, Contractors submitting Bids may be requested to make oral presentations as part of the evaluation process.

2.3 CONDITIONS OF BID

Any Bid submitted in response to this procurement and any purchase orders and/or contracts awarded or resulting there from shall be subject to the terms, provisions, instructions and conditions hereof and any subsequent amendments, modifications, addendum, supplements and/or changes thereto.

2.4 BIDS & BID MODIFICATIONS

All documents, data, materials and information submitted by the Bidder to *CTtransit*, whether accompanying the Bid originally or subsequently submitted and all emendations and modifications made to the Bid shall be deemed to constitute a part of the Bid.

2.5 BID/OFFER

Each Bid submitted by a Bidder is deemed to be an offer made by and binding upon the Bidder and *CTtransit* may, in its sole discretion, accept the offer as stated in the Bid, with or without further negotiations, and, upon such acceptance by *CTtransit*, Bidder covenants and agrees that it is bound and obligated to fully perform in accordance with the terms and provisions of its Bid as accepted.

2.6 WAIVER OF INFORMALITIES & BID REJECTION

CTtransit reserves the right to waive any informality or irregularity in any Bid it receives which in *CTtransit's* sole discretion does prejudice other persons. Further, *CTtransit* reserves the right to reject any and all Bids submitted. Conditional Bids or those Bids submitted which take exception to the provisions hereof will be considered as non-responsive and will be rejected.

2.7 AUTHORITY TO SUBMIT & PERFORM BID

If a natural or artificial person submits the Bid, doing business under a trade name, an assumed name or a fictitious name, then the Bid shall so state. If the Bid is submitted by a Partnership or Joint Venture, then, in addition to the name of the Partnership or the Joint Venture and the address of the Partnership or Joint Venture, then the full name and address of each Partner of the Partnership or Joint Venturer of the Joint Venture shall be stated in the Bid and the Bid must be executed by each Partner of the Partnership or Joint Venturer of the Joint Venture, as applicable. If the Bid is submitted by a Limited Partnership, then (i) the full name and address of each General Partner and Limited Partner shall be stated in the Bid, (ii) evidence of the General Partner's authority to act for and bind the Limited Partner shall be included in and with the Bid, (iii) evidence of registration as a foreign limited partnership in Connecticut shall be included in and with the Property and (iv) the Bid shall be executed by the duly authorized General Partner(s). If the Bid is submitted by a corporation or limited liability company, then (i) a certificate of good standing from the Secretary of State of Connecticut shall be included in and with the Bid, (ii) a certified copy of the resolution authorizing the execution of the Bid in the name of the corporation or limited liability company shall be included in and with the Bid, and (iii) the Bid shall be executed by the duly authorized officer of the corporation or limited liability company.

2.8 PROHIBITED INTEREST

No employee, officer, director or agent of *CTtransit* shall participate in the selection, and/or award or administration of a contract resulting from this BID if a conflict of interest, real or apparent, would be involved. *CTtransit's* directors, officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from any Bidder.

2.9 FEDERAL REQUIREMENTS

All Bidders understand that Federal laws, regulations, policies, and related administrative practices (hereinafter referred to as the "Federal Requirements") applicable to this BID may be modified from time to time. By submission of a Bid hereunder

all Bidders agree that the most recent of such Federal Requirements will govern the administration of this BID at any particular time.

2.10 PROJECT FAMILIARIZATION & EXAMINATION OF PREMISES

- A. The Bidder shall familiarize him/herself with the location of facilities and of the areas of responsibility and labor therein. Failure to do so will not relieve a successful Bidder of his obligation to furnish all labor/materials/supplies necessary to carry out the provisions of this contract. Insofar as possible in carrying out his work, the Bidder must employ such methods and/or means to not cause any interruption of or interference with operations of *CTtransit*. Bidders are directed to read the specifications and terms of this Bid carefully, as no additional compensation will be granted for failure to inform him/her and or miscalculations.
- B. Before submitting a Bid, Contractor will be held to examine the premises and satisfied themselves as to the existing conditions under which they will be obligated to operate, or that will in any manner affect work under this contract.
- C. Contractor must inform themselves fully of conditions relating to construction of the project and employment of labor. Failure to do so does not relieve successful Bidder of their obligation to furnish material and labor necessary to carry out provisions of the Contract.
- D. Before submitting a Bid, it shall be the Contractors responsibility to familiarize themselves with the conditions of the Site(s) before bidding the Work and to have a full understanding of these conditions. Tendering of a Bid for the Work is evidence by the Bidder/Contractor that they have a complete and thorough understanding of the site, utilities, local/state municipal requirements and conditions required to complete the Work without additional cost to *CTtransit*. The Bid is to take into consideration and to include all costs for all conditions existing or required by local/state jurisdictions, municipalities, utilities, and/or others with jurisdiction over the site or work.

2.11 DUTY TO INFORM

If a Bidder becomes aware of any discrepancy, ambiguity, error or omission in this solicitation package, the Bidder shall report it to *CTtransit's* Project Manager. *CTtransit* will determine the necessity for clarification and may issue an addendum as a result. If at any time during the performance of this contract the contractor becomes aware of actual or potential problems, faults or defects in the project or any non-conformance with any contract document, Federal, State or local law, rule or regulation, the contractor shall give immediate written notice thereof to *CTtransit's* Construction Manager.

2.12 CTtransit DISCLAIMER

CTtransit bidding and other information and documents which are obtained through the Internet, World Wide Web Sites or other sources are not to be construed to be official information for the purposes of bidding or conducting other business with *CTtransit*.

It is the responsibility of each Bidder and all other interested parties to obtain all bidding related information and documents from official sources within *CTtransit*. Persons and/or entities which reproduce and/or make such information available by any means are not authorized by *CTtransit* to do so and may be liable for claims resulting from the dissemination of unofficial, incomplete and/or inaccurate information.

2.13 BID RIGGING AND/OR FRAUDS

CTtransit is cooperating with the U.S. Department of Transportation and the Justice Department in their investigation into construction contract bid rigging and/or frauds. A toll-free "HOT LINE" telephone number 800-424-9071 has been established to receive information from Contractors, subcontractors, manufacturers, suppliers or anyone with knowledge of bid rigging and/or frauds either past or current. The "HOT LINE" telephone number will be manned during normal working hours (8 A.M. - 5 P.M. EST.), and information will be treated confidentially and anonymity respected.

2.14 SAFETY

- A. Contractor shall be solely responsible for performing the work in a safe manner. As such, all costs related to safe performance of the work shall be included in the bid.

CTtransit RESERVES THE RIGHT TO INTERVIEW; REVIEW MATERIAL AND/OR VISIT QUALIFIED RESPONDENT FACILITIES. CTtransit RESERVES THE RIGHT TO NEGOTIATE ANY PART OF THIS BID INCLUDING ON A COST ELEMENT BASIS AND/OR REQUEST A BEST AND FINAL BID. ADDITIONALLY, CTtransit RESERVES THE RIGHT TO AWARD ON THE BASIS OF INITIAL BIDS SUBMITTED WITHOUT ANY NEGOTIATIONS OR DISCUSSIONS. BIDS SHOULD BE SUBMITTED INITIALLY ON THE MOST FAVORABLE TERMS POSSIBLE, FROM A TECHNICAL STANDPOINT. CTtransit ADDITIONALLY RESERVES THE RIGHT TO DISCARD ALL BIDS AND REISSUE SAID PROCUREMENT. CTtransit RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES OR VARIATION IN ANY BID THAT IT DEEMS TO BE IMMATERIAL OR TO REJECT ANY OR ALL, OR ANY PART OF ANY BID IF SUCH ACTION IS DEEMED TO BE IN THE BEST INTEREST OF CTtransit, THE STATE OF CONNECTICUT, THE UNITED STATES DEPARTMENT OF TRANSPORTATION, AND THE FEDERAL TRANSIT ADMINISTRATION.

3.0 FEDERAL CONTRACT PROVISIONS

By submission of a Bid, pursuant to the terms and provisions hereof, the Bidder covenants and agrees that the following Federal provisions shall be made a part of any Contract Documents resulting here from. The Contractor is advised that the Federal contract provisions shall prevail unless the State contract provisions incorporate higher standards, thresholds, or applicable laws, regulations, or statutes.

3.1 BONDING

Bonds are required for all construction contracts exceeding \$100,000.00. CTtransit bonding policies are as follows:

3.1.1 BID BOND REQUIREMENTS

- A. Bid Security - A Bid Bond in the amount of five percent (5%) of the base Bid must be issued by a fully qualified surety company acceptable to CTtransit and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described there under.
- B. Rights Reserved - In submitting this Bid, it is understood and agreed by Bidder that the right is reserved by CTtransit 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 CTtransit.
- C. 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 CTtransit, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of CTtransit's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefore.
- D. 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 CTtransit) shall prove inadequate to fully recompense CTtransit for the damages occasioned by default, then the undersigned Bidder agrees to indemnify CTtransit and pay over to CTtransit the difference between the bid security and CTtransit's total damages, so as to make CTtransit whole.
- E. 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.

3.1.2 PERFORMANCE AND PAYMENT BONDING REQUIREMENTS

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

1. Performance Bonds
 - a) The penal amount of performance bonds shall be one-hundred percent (100%) of the original contract price, unless CTtransit determines that a lesser amount would be adequate for the protection of CTtransit.
 - b) CTtransit may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal one-hundred percent (100%) of the increase in contract price. CTtransit may secure additional protection by directing the Bidder to increase the penal amount of the existing bond or to obtain an additional bond.
2. Payment Bonds
 - a) The penal amount of the payment bonds shall equal:
 - Fifty percent (50%) of the contract price if the contract price is not more than one-million dollars (\$1,000,000).
 - Forty percent (40%) of the contract price if the contract price is more than one-million dollars (\$1,000,000) but not more than five-million dollars (\$5,000,000); or

- Two and one half million dollars (\$2,500,000) if the contract price is more than five-million dollars (\$5,000,000).

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

3.2 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

3.3 FEDERAL CHANGES

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

3.4 NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

3.5 FALSE OR FRAUDULENT STATEMENTS AND CLAIMS

The Contractor acknowledges and agrees as follows:

- 1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- 2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- 3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3.6 MAINTENANCE OF RECORDS

A. 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 the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any Project Management Oversight (PMO) Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- 2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- 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 the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with 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 any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- 5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- 7) The Contractor shall at all times maintain reasonable records relating to the performance of this Contract. Such records shall be in conformity with the generally accepted accounting principles. Records shall be available to *CTtransit* and its representative(s).

3.7 BUY AMERICA

(Applicable when called out by the procurement documents. See also CTDOT FORM 818, section 1.06)

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR 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 had been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

- 1) A Bidder or Offeror must submit to CT*transit* the appropriate Buy America certification with all Bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

3.8 CARGO PREFERENCE

(Applicable when called out by procurement documents)

Cargo Preference-Use of United States-Flag Vessels-The Contractor agrees:

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

3.9 "FLY AMERICA" REQUIREMENTS

(Applicable when called out by procurement documents)

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their Contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act.

The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

3.10 DAVIS BACON & COPELAND ANTI-KICKBACK ACTS

(Applicable when called out by procurement documents)

A. DAVIS BACON AND COPELAND ANTI-KICKBACK ACTS

Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4).

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so shall 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 shall advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

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

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

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

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

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

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

Withholding – *CTtransit* shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, *CTtransit* 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.

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

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to *CTtransit* 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:

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;

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;

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.

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 that 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.

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

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

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

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

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

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

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

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

3.11 CONTRACT WORK HOURS AND SAFETY STANDARDS

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

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

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

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

3.12 RECYCLED PRODUCTS

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.

3.13 ENVIRONMENTAL PROTECTION

The Contractor shall be aware that many Federal and State laws imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major Federal laws that may affect the Project include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29, United States Code; the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. chapter 53.

The Contractor shall also be aware that U.S. EPA, FTA and other Federal agencies have issued, and are expected to issue, Federal regulations and directives that may affect the Project. The Contractor agrees to comply, and assures the compliance of each subcontractor, vendor, and other participant at any tier of the Project, with any applicable Federal laws and regulations and follow applicable Federal directives in effect now or that become effective in the future, except to the extent the Federal Government determines otherwise in writing.

Listed below are environmental provisions of particular concern to FTA and *CTtransit*. The Contractor understands and agrees that those laws and regulations, and associated Federal directives, might not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements.

- 1) **Environmental Protection**--The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.* in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National

Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

Contractor agrees to comply with the applicable provisions of 23 U.S.C. § 139 pertaining to environmental procedures, and 23 U.S.C. § 326, pertaining to State responsibility for categorical exclusions, in accordance with the provisions of joint FHWA/FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576 *et seq.*, November 15, 2006, and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

- 2) **Air Quality**--The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor should be aware that the following U.S. EPA regulations, among others, may apply to 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600. The Contractor agrees to report any violation of these requirements resulting from any Project implementation activity to FTA and the appropriate U.S. EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- 3) **Clean Water**--The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* The Contractor agrees to report any violation of these requirements resulting from any Project implementation activity to FTA and the appropriate U.S. EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- 4) **Seismic Safety**--The Bidder agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Bidder also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.
- 5) **Mitigation of Adverse Environmental Effects** -- Should the Project cause or result in adverse environmental effects, the Contractor agrees to take all reasonable measures to minimize the impact of those adverse effects, as required by 49 U.S.C. § 5324(b), and other applicable Federal laws and regulations, including 23 C.F.R. Part 771, 23 C.F.R. Part 774, and 49 C.F.R. Part 622, among others. The Contractor agrees to comply with all environmental mitigation measures that may be identified as commitments in applicable environmental documents, (*i.e.*, environmental assessments, environmental impact statements, memoranda of agreement, and other documents as required by 49 U.S.C. § 303). The Contractor also agrees to comply with any conditions the Federal Government might impose in a finding of no significant impact or record of decision. The Contractor agrees that those environmental mitigation measures are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. Contractor also agrees that any deferred mitigation measures will be incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project as soon as agreement with the Federal Government is reached. The Contractor agrees that any mitigation measures agreed upon may not be modified or withdrawn without the express written approval of the Federal Government.

3.14 ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

3.15 MISCELLANEOUS

The parties hereto agree to the following provisions:

- 1) This Agreement is entered into in the State of Connecticut and shall be construed and interpreted in accordance with its laws.

- 2) In the event one or more of the provisions (or portions thereof) of this Agreement is determined to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.
- 3) This Agreement contains all the terms and conditions agreed upon by the parties hereto with respect to the transactions contemplated hereby and all prior agreements whether written, verbal or arising by past practice, are deemed to have merged into this Agreement. This Agreement shall not be amended, altered or modified except by written instrument signed by all of the parties.
- 4) This Agreement shall be binding upon and inure to the benefit of the representatives, heirs, estates, successors and assigns of the parties hereto.
- 5) Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm or corporation, other than the parties hereto, their representatives, heirs, estates, successors and assigns, any benefits, rights or remedies under or by reason of this Agreement.
- 6) Time is of the essence of this Agreement.
- 7) This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- 8) The waiver of any breach or condition of this Agreement by any party hereto shall not constitute a precedent for any subsequent waiver or breach of any condition and the Parties further agree that this Agreement terminates and renders inoperative and unenforceable all verbal agreements between the Parties hereto.
- 9) The word employee, person, officer, representative and all personal pronouns used herein, whether used in the masculine, feminine or neuter gender, shall include all other genders. Any word used herein stated in the singular shall include the plural, and vice versa. All titles and articles are for convenience only, and neither limit nor amplify the provisions of this Agreement, and all references herein to articles, paragraphs or subparagraphs hereof shall refer to the corresponding articles, paragraphs or subparagraphs of this Agreement unless a specific reference is made to such articles, paragraphs or subparagraphs of another document or instrument.

3.16 CONSTRUCTION

Except to the extent the Federal Government determines otherwise in writing, the Contractor agrees as follows:

Drafting, Review, and Approval of Construction Plans and Specifications: Contractor agrees to comply with FTA and CT*transit* requests pertaining to the drafting, review, and approval of construction plans and specifications.

Supervision of Construction: Contractor agrees to provide and maintain competent and adequate supervision at the construction site to ensure that the completed work conforms to the approved plans and specifications.

Construction Reports: Contractor agrees to provide progress reports and other data and information that may be required by FTA, CT*transit*, or the State in which the construction takes place.

4.0 ADDITIONAL TERMS AND CONDITIONS FOR CONSTRUCTION PROJECT CONTRACTS

4.1 PURCHASE ORDERS

(a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued written notice to proceed and a purchase order against the Contract for Performance.

(b) *CTtransit* shall issue a purchase order against the Contract directly to the Contractor and to no other party.

(c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other *CTtransit* requirements, particularly *CTtransit's* requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.

(d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.

(e) *CTtransit* may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that *CTtransit* shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

4.2 FORUM AND CHOICE OF LAW

The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

4.3 CONTRACTOR RESPONSIBILITY

(a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.

(b) The Contractor shall exercise all reasonable care to avoid damage to *CTtransit's* property or to property being made ready for *CTtransit's* use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to *CTtransit*.

4.4 REPRESENTATIONS AND WARRANTIES

The Contractor, and the Bidder, as appropriate, represent and warrant to *CTtransit* for itself, Contractor Parties and Bidder Parties, as appropriate, that:

(a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Bid and the Contract and have the power and authority to execute, deliver and perform their obligations under the Contract;

(b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to *CTtransit* under and pursuant to the Contract

(c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

(d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;

- (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Cancelled;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving the Bidder, Bidder Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to *CTtransit* in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to *CTtransit*, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Solicitation process is not a conflict of interest or a breach of ethics;
- (l) the Bid was not made in connection or concert with any other person, entity or Bidder, including any affiliate of the Bidder, submitting a Bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Bidder;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work;
- (p) they have a record of compliance with the Occupational Health and Safety Administration (OSHA) regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party or Bidder Party has vested in the Contractor and Bidder plenary authority to bind the Contractor Parties and Bidder Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from *CTtransit*, such information as *CTtransit* may require to evidence, in *CTtransit's* sole determination, compliance with this section;

(u) except to the extent modified for abrogated in the Contract, upon acceptance by *CTtransit*, all Title shall pass to *CTtransit* for property (materials, work in progress, and finished goods) which is delivered and/or installed for which payments are made by *CTtransit*.

(v) if either party Terminates or Cancels the Contract, for any reason, they shall relinquish to *CTtransit* all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by *CTtransit*;

(w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;

(x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the effective date of the Contract without *CTtransit's* prior written consent;

(y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;

(z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

(aa) *CTtransit's* use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

(bb) if they procure any Goods, they shall sub-license such Goods and that *CTtransit* shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and

(cc) they shall assign or otherwise transfer to *CTtransit*, or afford *CTtransit* the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to *CTtransit*.

4.5 CONTRACTOR GUARANTIES

Contractor shall:

(a) Perform fully under the Contract;

(b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at *CTtransit's* option, replace them;

(c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;

(d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;

(e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the Freedom of Information Act or other applicable law; and

(f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

4.6 PARTIES

To the extent that any Contractor Party or Bidder Party is to participate or Perform in any way, directly or indirectly in connection with the Bid or the Contract, any reference in the Solicitation and the Contract to "Contractor" or "Bidder" shall also be deemed to include "Contractor Parties" or "Bidder Parties," respectively, as if such reference had originally specifically included "Contractor Parties" or "Bidder Parties," since it is the parties' intent for the terms "Contractor Parties" and "Bidder Parties" to be vested with the same respective rights and obligations as the terms "Contractor" and "Bidder."

4.7 DISCLOSURE OF CONTRACTOR PARTIES LITIGATION

The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the

Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

4.8 FURTHER ASSURANCES

The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

4.9 ENTIRETY OF CONTRACT

The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, Bids, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

4.10 EXHIBITS

All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

4.11 NOTICE

All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage prepaid, return receipt requested, or, placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing.

4.12 HEADINGS

The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.

4.13 INTERPRETATION

The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

4.14 NUMBER AND GENDER

Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

4.15 BACKGROUND CHECKS

CTtransit may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with CTtransit and its agents in connection with such background checks.

4.16 CONTINUED PERFORMANCE

The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.

4.17 SEVERABILITY

If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

4.18 CONTRACT TERMINATION

In the event that this contract is terminated, for any valid reason, *CTtransit* reserves the right to award this contract to the second highest-ranking Bidder based on the original evaluations and/or procure such items in any manner it determines to be in its best interest and the selected Bidder shall be liable to *CTtransit* for any excess costs for such similar materials or services.

4.19 VEHICLE EMISSIONS

All motor vehicles and/or construction equipment (both on-highway and non-road) shall comply with all pertinent State and Federal regulations relative to exhaust emission controls and safety. The Contractor shall establish staging zones for vehicles that are waiting to load or unload at the contract area. Such zones shall be located where the emissions from the vehicles will have minimum impact on abutters and the general public.

Idling of delivery and/or dump trucks, or other equipment shall not be permitted during periods of non-active use, and it should be limited to three minutes in accordance with the

Regulations of Connecticut State Agencies Section 22a-174-18(b)(3)(c):

No mobile source engine shall be allowed "to operate for more than three (3) consecutive minutes when the mobile source is not in motion, except as follows:

- (i) When a mobile source is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control,
- (ii) When it is necessary to operate defrosting, heating or cooling equipment to ensure the safety or health of the driver or passengers,
- (iii) When it is necessary to operate auxiliary equipment that is located in or on the mobile source to accomplish the intended use of the mobile source,
- (iv) To bring the mobile source to the manufacturer's recommended operating temperature,
- (v) When the outdoor temperature is below twenty degrees Fahrenheit (20 degrees F),
- (vi) When the mobile source is undergoing maintenance that requires such mobile source be operated for more than three (3) consecutive minutes, or
- (vii) When a mobile source is in queue to be inspected by U.S. military personnel prior to gaining access to a U.S. military installation."

All work shall be conducted to ensure that no harmful effects are caused to adjacent sensitive receptors. Sensitive receptors include but are not limited to hospitals, schools, daycare facilities, elderly housing and convalescent facilities. Engine exhaust shall be located away from fresh air intakes, air conditioners, and windows.

A Vehicle Emissions Mitigation plan will be required for areas where extensive work will be performed in close proximity (less than 50 feet (15 meters)) to sensitive receptors. No work will proceed until a sequence of construction and a Vehicle Emissions Mitigation plan is submitted in writing to *CTtransit* for review and all comments are addressed prior to the commencement of any extensive construction work in close proximity (less than 50 feet (15 meters)) to sensitive receptors. The mitigation plan must address the control of vehicle emissions from all vehicles and construction equipment.

If any equipment is found to be in non-compliance with this specification, the Contractor will be issued a Notice of Non-Compliance and given a 24 hour period in which to bring the equipment into compliance or remove it from the project. If the Contractor then does not comply, *CTtransit* shall withhold all payments for the work performed on any item(s) on which the non-conforming equipment was utilized for the time period in which the equipment was out of compliance.

Any costs associated with this "Vehicle Emissions" notice shall be included in the general cost of the contract. In addition, there shall be no time granted to the Contractor for compliance with this notice.

4.20 SITE CONSTRAINTS

The Contractor is advised that existing facilities are present that must be maintained during all proposed construction. The Contractor shall plan and perform all work in a manner that avoids impact to these facilities during the execution of the work. It is expected that construction methods and equipment will require special considerations to adequately address these site constraints.

No additional payment will be made to the Contractor and no time extensions will be granted due to Contractor construction methods required to satisfy the Contract requirements as it relates to these site constraints.

4.21 WORK ON CTtransit PROPERTY

The Contractor acknowledges that work to be accomplished under this Contract is to be performed on CTtransit property. The Contractor's work must be accomplished simultaneously with ongoing daily operations. Such operations include, but are not limited to, the passage of buses, storage of buses, and maintenance of buses, etc.

If the Contractor is delayed or suspended in the completion of the work by CTtransit operations, the Contractor will be entitled to a time extension for every day that they can demonstrate that the delays affected the completion date of the contract. This extension of time will be considered non-compensable and the Contractor will not be entitled to any additional compensation for damages incurred for all direct and indirect costs including, but not limited to, all delay and impact costs, and inefficiencies.

The Contractor shall be responsible for the coordination of the work of his various subcontractors. The Contractor shall coordinate his operations with those of CTtransit in carrying out required work.

4.22 GOODS INSPECTION

CTtransit shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, CTtransit may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

4.23 CONTRACTOR EVALUATION/DEMAND TO CURE

CTtransit's Project Manager or his/her designee will evaluate contractor performance until completion or termination of the Contract. The quality of contractor performance in a number of areas will be rated, at a minimum, as satisfactory, needs improvement, unsatisfactory, or not applicable. When evaluations are rated less than satisfactory, contractors will be notified. These notifications shall identify deficient areas in contract performance and afford the Contractor the opportunity to correct/cure or present its position concerning items that were reported to be deficient. Contractors that are determined to be not responsible will not be eligible for Contract award and are subject to the termination clauses for default contained in this document.

Failure to cure deficiencies in performance relative to any of the standards or requirements set forth in this document will result in a "demand to cure" notification to the Contractor from CTtransit. The third documented notification of a "demand to cure" within any 12-month period may be grounds to cancel this contract for cause.

4.24 PROCUREMENT OF MATERIALS

Upon award, the Contractor shall proceed with shop drawings, working drawings, procurement of materials, and all other submittals required to complete the work in accordance with the contract documents.

4.25 DELIVERY

(a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on CTtransit loading dock or receiving platform. The receiving personnel of CTtransit are not required to assist in this process. The decision of CTtransit as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.

(b) In order for the time of delivery to be extended, CTtransit must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.

(c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of CTtransit unless otherwise stated in the Bid.

(d) Contractor shall have title to and bear the risk of loss of or damage to the Goods hereunder until they are delivered and formally accepted by CTtransit in conformity as outlined in the IFB at the F.O.B. point specified. Upon such delivery Contractor's responsibility for loss or damage shall cease and shall pass to CTtransit except for loss or damage resulting from Contractor's negligence. Risk of loss or damage does not transfer if Goods fail to conform to

contract requirements; risk of loss or damage remains with the contractor for nonconforming Goods until correction or acceptance. Upon acceptance by *CTtransit*, Title shall pass to *CTtransit* for property (materials, work in progress, and finished goods) which is delivered and/or installed for which payments are made by *CTtransit*.

4.26 REJECTED ITEMS/ABANDONMENT

The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any *CTtransit* premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. *CTtransit* may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods (“the “Rejected Goods”) and any or all other supplies, materials, equipment or other tangible personal property (collectively, the “Contractor Property”) from and out of *CTtransit* premises and any other location which *CTtransit* manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties and Bidder Parties, that:

- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, “Title”) the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
 - (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 - (3) they vest authority, without any further act required on their part or *CTtransit*'s part, in *CTtransit* to use or dispose of the Rejected Goods and Contractor Property, in *CTtransit*'s sole discretion, as if the Rejected Goods and Contractor Property were *CTtransit*'S own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
 - (4) if *CTtransit* incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, *CTtransit* shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse *CTtransit* no later than thirty (30) days after the date of invoice; and
 - (5) they do remise, release and forever discharge *CTtransit*, FTA, and all State of Connecticut employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the “State and Its Agents”) of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against *CTtransit* and the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party or Bidder Party, as appropriate, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties and Bidder Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from *CTtransit*, such information as *CTtransit* may require to evidence, in *CTtransit*'S sole determination, compliance with this section.

4.27 ORDER AND DELIVERY

The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with this procurement and at the prices set forth. Subject to the sections in this Contract concerning Termination, Cancellation, Expiration and Open Market Purchases, the Contract shall bind *CTtransit* to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services.

4.28 CONTRACT AMENDMENTS

Except for extensions made in accordance with the section in this Contract concerning Term of Contract; Effective Date, no amendment to or modification or other alteration of the Contract shall be valid or binding upon *CTtransit* unless made in writing and signed by both parties.

4.29 ASSIGNMENT

The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of *CTtransit*. *CTtransit* may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Cancellation by the Agency for a breach is without prejudice to *CTtransit*'s or the State's rights or possible Claims.

4.30 COST MODIFICATIONS

The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as *CTtransit* deems to be necessary or appropriate.

4.31 WAIVER

No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.

A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

4.32 OPEN MARKET PURCHASES

Except to the extent that the Contractor is performing within a right to cure period, failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for *CTtransit*, if it deems it to be necessary or appropriate in its sole discretion, to Cancel the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not performed. *CTtransit* shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses and the Contractor shall pay *CTtransit*'s invoice immediately after receiving the invoice. If *CTtransit* does not cancel the Contract, *CTtransit* will deduct such open market purchases from the Contract quantities. However, if *CTtransit* deems it to be in its best interest, *CTtransit* may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by *CTtransit*.

4.33 NOT USED

4.34 ADVERTISING

The Contractor shall not refer to sales, work, services, etc. to *CTtransit* for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without *CTtransit*'s prior written approval.

4.35 REPRESENTATIONS AND WARRANTIES CONCERNING MOTOR VEHICLES

If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1(53) (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, and the Bidder, as appropriate, represent and warrant for itself, the Contractor Parties and Bidder Parties, as appropriate, that:

(a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealths applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.

(b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.

(c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.

(d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.

4.36 CROSS-DEFAULT

(a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then *CTtransit* may, in its sole discretion, without more and without any action whatsoever required of *CTtransit*, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with *CTtransit*. Accordingly, *CTtransit* may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of *CTtransit*, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.

(b) If the Contractor or Contractor Parties breach, default or in any way fail to perform satisfactorily under any or all Other Agreements with *CTtransit*, then the Agency may, in its sole discretion, without more and without any action whatsoever required of *CTtransit*, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, *CTtransit* may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of *CTtransit*, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.

4.37 TITLE VI CONTRACTOR ASSURANCE

As a condition to receiving federal financial assistance under this Contract the Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.) all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances attached hereto, all of which are hereby made a part of this contract.

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with *CTtransit* and Contract shall mean the same as Agreement.

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "US DOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
- **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials or leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A of the Regulations.

- **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
- **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by *CTtransit* or the FTA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to *CTtransit* or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, *CTtransit* shall impose such sanctions as it or the FTA may determine to be appropriate, including but not limited to:
 - a) Withholding contract payments until the Contractor is in-compliance; and/or
 - b) Cancellation, termination, or suspension of the Contract, in whole or in part.
- **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as *CTtransit* or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance.
 Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request *CTtransit* to enter into such litigation to protect the interests of the FTA, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

4.38 NONDISCRIMINATION

References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(1) The contractor agrees and warrants that in the performance of the contract such contractor 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, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor 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 contractor 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, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;

(3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) the contractor agrees to comply with each provision of this section and all applicable sections of this law;

(5) the contractor agrees to provide *CTtransit* with such information requested by *CTtransit*, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section.

(b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons:

(1) Who are active in the daily affairs of the enterprise,

(2) who have the power to direct the management and policies of the enterprise and

(3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as *CTtransit* may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by *CTtransit*, of its good faith efforts.

(f) The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with *CTtransit* such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of *CTtransit*. The contractor shall take such action with respect to any such subcontract or purchase order as *CTtransit* may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request *CTtransit* to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

4.39 CONTRACT CHANGES

CTtransit may, at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this contract, whether changed or not changed by any such order, a mutually acceptable equitable adjustment shall be made in the contract price and the contract shall be modified in writing accordingly. Any claim by *CTtransit* for adjustment under this clause must be asserted within ten (10) calendar days from the date of receipt by the Bidder of the notification of change.

CTtransit may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes in the specifications (including drawings and designs, in the method or manner of performance of the Work, in the furnished property or services, and/or directing the acceleration in the performance of the Work.

Any other written or oral order, which, as used in this paragraph, includes directions, instruction, interpretation, or determination) from *CTtransit* that causes a change shall be treated as a change order under this clause, provided, that the Contractor gives the *CTtransit* written notice stating the date, circumstances, and source of the order, and that the Contractor regards the order as a change order. Except as provided in this clause, no order, statement, or conduct of *CTtransit* shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, *CTtransit* shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under this clause shall be made for any costs incurred more than 10 days before the Contractor gives written notice as required. In the case of defective specifications for which *CTtransit* is

responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

The Contractor must assert its right to an adjustment under this clause within 10 days after (1) receipt of a written change order or (2) the furnishing of a written notice, by submitting to *CTtransit* a written statement describing the general nature and amount of the proposal, unless this period is extended by *CTtransit*. The statement of proposal for adjustment may be included in the notice.

No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

4.40 CHANGES AND CHANGED CONDITIONS

CTtransit may, in writing, order changes in the drawings and specifications within the general scope of the contract. The Contractor shall promptly notify *CTtransit*, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.

If changes or conditions under this clause increase or decrease the cost of, or time required for performing the work, *CTtransit* shall make an equitable adjustment upon submittal of a "proposal for adjustment" (hereafter referred to as proposal) by the Contractor before final payment under the contract. See CTDOT FORM 818 Section 1.09.04.

CTtransit shall not make an equitable adjustment unless (1) The Contractor has submitted and *CTtransit* has received the required written notice; or (2) *CTtransit* waives the requirement for the written notice.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

4.41 DIFFERING SITE CONDITIONS

The Contractor shall promptly, and before the conditions are disturbed, give a written notice to *CTtransit* of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract; or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

CTtransit shall investigate the site conditions promptly after receiving the notice.

If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; *provided*, that the time prescribed in for giving written notice may be extended by *CTtransit*. No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

4.42 PROGRESS PAYMENTS

CTtransit, if in its best interest, will make progress payments to the Contractor as work is completed and accepted, but not more frequently than monthly, in amounts approved by *CTtransit*, under the following conditions:

Computation of Amounts

The progress payments shall be computed based upon the completion of work performed. The Contractor shall submit a proposed project/construction milestone timeline to *CTtransit* for consideration of progress payments. Each progress

payment shall be the Contractor's total costs incurred under this contract actually paid, plus financing payments to subcontractors, less the sum of all previous progress payments made by *CTtransit* under this contract.

The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors—(i) In accordance with the terms and conditions of a subcontract or invoice; and (ii) Ordinarily within 30 days of the submission of the Contractor's payment request to *CTtransit*.

The Contractor shall not include the following in total costs for progress payment purposes:(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices. (ii) Costs incurred by subcontractors or suppliers. (iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs. (iv) Payments made or amounts payable to subcontractors or suppliers, except for—(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and (B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by *CTtransit* are incomplete.

The total amount of progress payments shall not exceed 90 percent of the total contract price. If a progress payment or the unliquidated progress payments exceed the amounts permitted by this clause, the Contractor shall repay the amount of such excess to *CTtransit* on demand. Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of greater than the agreed upon payment amounts. *CTtransit* may make exceptions. The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

Liquidation

Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract the unliquidated progress payments, or 90 percent of the amount invoiced, whichever is less. The Contractor shall repay to *CTtransit* any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. *CTtransit* reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

Reduction or Suspension

CTtransit may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:(1) The Contractor failed to comply with any material requirement of this contract. (2) Performance of this contract is endangered by the Contractor's— (i) Failure to make progress; or (ii) Unsatisfactory financial condition. (3) Inventory allocated to this contract substantially exceeds reasonable requirements. (4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business. (5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

Title

Upon acceptance by *CTtransit*, Title shall pass to *CTtransit* for property (materials, work in progress, and finished goods) which is delivered and/or installed for which progress payments are made by CTTRANIST. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract. "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices. (i) Parts, materials, inventories, and work in process; (ii) Special tooling and special test equipment to which *CTtransit* is to acquire title; (iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling of this clause; and (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to *CTtransit* by other clauses of this contract.

When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not—(i) Delivered to, and accepted by, *CTtransit* under this contract; or
(ii) Incorporated in supplies delivered to, and accepted by, *CTtransit* under this contract and to which title is vested in *CTtransit* under this clause. The terms of this contract concerning liability for *CTtransit*-furnished property shall not apply to property to which *CTtransit* acquired title solely under this clause.

Risk of Loss

Contractor shall bear the risk of loss of or damage to the Goods hereunder until they are delivered and formally accepted by *CTtransit* in conformity as outlined in the IFB at the F.O.B. point specified. Upon such delivery Contractor's responsibility for loss or damage shall cease and shall pass to *CTtransit* except for loss or damage resulting from Contractor's negligence. Risk of loss or damage does not transfer if Goods fail to conform to contract requirements; risk of loss or damage remains with the Contractor for nonconforming Goods until correction or acceptance. Upon acceptance by *CTtransit*, Title shall pass to *CTtransit* for property (materials, work in progress, and finished goods) which is delivered and/or installed for which progress payments are made by *CTtransit*.

Control of Costs and Property

The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

Reports, forms, and access to records--The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by *CTtransit* for the administration of this clause. Also, the Contractor shall give *CTtransit* reasonable opportunity to examine and verify the Contractor's books, records, and accounts. The Contractor shall furnish invoices, payroll sheets, receipts, etc. with correspond to the progress payment. The supporting documentation for payment shall include sufficient detail to permit *CTtransit* verification. Each Contractor request for progress payment shall:

(i) Be submitted on Contractor's Request for Progress payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and (ii) Include any additional supporting documentation requested by *CTtransit*.

Special Terms Regarding Default

If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to *CTtransit* the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which *CTtransit* elects not to require delivery under the Default clause. *CTtransit* shall be liable for no payment except as provided by the Default clause.

Reservations of rights--(1) No payment or vesting of title under this clause shall—(i) Excuse the Contractor from performance of obligations under this contract; or (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract. (2) *CTtransit*'s rights and remedies under this clause—(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and
(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of *CTtransit*.

Financing Payments to Subcontractors

The financing payments to subcontractors of this clause shall be all payments to subcontractors or divisions, if the following conditions are met: (1) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments—(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern or for any subcontractor that is a small business concern; (ii) Are at least as favorable to *CTtransit* as the terms of this clause; (iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor; (iv) Are in conformance with the requirements of the Federal Regulations; and (v) Subordinate all subcontractor rights concerning property to which *CTtransit* has title under the subcontract to *CTtransit*'s right to require delivery of the property to *CTtransit* if— (A) The Contractor defaults; or (B) The subcontractor becomes bankrupt or insolvent.

If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern. Concerning any

proceeds received by *CTtransit* for property to which title has vested in *CTtransit* under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by *CTtransit* to the Contractor under this contract. If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights *CTtransit* obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated the Regulations. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the Contractor's receipt of payment for that work from *CTtransit*. In addition, the contractor may not hold retainage from its subcontractors. The Contractor must promptly notify *CTtransit* whenever subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage subcontractor to perform at least the same amount of work. The Contractor may not terminate any subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of *CTtransit*.

CTtransit will not accept the Contractor's proposed progress payments schedule if the schedule does not conform to the following limitations: *CTtransit* will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract, the terms and conditions of the progress payments must comply with applicable federal regulations, be reasonable and consistent with all other technical and cost information included in the Contractor's Bid.

CTtransit must obtain adequate security for progress payments. Adequate security may include taking title, letter of credit or equivalent means to protect the *CTtransit*'s interest in the progress payment. *CTtransit* will not use Federal or State assistance to make payments to a third party contractor before the contractor has incurred the costs for which the payments would be attributable.

Progress payments will only be made to the contractor for costs incurred in the performance of the contract.

The terms and conditions of the progress payments must be in the best interests of *CTtransit*. The Contractor's Bid of progress payments shall include the following:

A listing of the projected payment dates and the projected payment amounts; and the projected delivery date and the projected payment amount, and supporting information addressing the Contractor's investment in the contract. Evaluation of the Contractor's proposed payments and dates will include whether the Contractor's proposed completion events and payment amounts are reasonable and consistent with all other terms and conditions of the Contractor's Bid. *CTtransit* reserves the option to request that the progress payments be modified if such modifications are in the best interest of *CTtransit*.

4.43 FINAL PAYMENT

Final payment shall be made to the Contractor when it has satisfied all of the deliverable requirements called for by all provisions of the contract, including all of the required documentation. Requirements shall include but are not limited to a) Resolution of all contract changes, claims, and final quantities delivered; b) Determination/recovery of liquidated damages; c) Settlement of all subcontracts by prime contractor; d) Performance of all inspections (and acceptance tests if any) by the grantee's project management office, with appropriate documentation; e) Conduct of a cost audit and resolution of questioned costs, if any.

The submittal of all required documentation by the Contractor, including such items as: Final reports, final payroll records and wage rate certifications, spare parts list, manufacturer's warranties and guarantees, final corrected shop drawings, operation and maintenance manuals, Catalogues and brochures, invention disclosure (if applicable), resolution of final quantities, final invoice, Consent of Surety to release final payment to Contractor, Contractor's Affidavit of Release of Liens, Contractor's General Release, etc.

5.0 REQUIREMENTS SPECIFIC TO CONSTRUCTION PROJECTS AT *CTtransit*

5.1 CONTRACT BASIS

- A. Work is based upon conditions at the site, procurement documents, specifications, contract drawings, all addenda issued and the Contract executed between *CTtransit* and Contractor.
- B. An express responsibility of the Contractor and all parties under the Contractor is coordination and implementation of any *CTtransit* supplied equipment. All parties as part of this Work are to fully inform themselves of the coordination, provisions of accessory and supporting work requirements and any and all other work, supply of power, conduits, blocking, support, supply and installation of accessories required or other requirements needed to provide *CTtransit*'s provided work fully incorporated into the completed Project within the submitted costs established by the Agreement between *CTtransit* and the Contractor.

5.2 PERMITS

- A. The Connecticut Department of Transportation (CTDOT) wholly owns the *CTtransit* Bus Facilities and they are therefore classified as State property.
- B. CTDOT maintains its own building permitting division for any project which requires such permit, typically referred to as a "Notice of Intent to Construct" or "NOIC," which must be granted by CTDOT before construction activities may begin.
- C. The Contractor will coordinate obtaining the NOIC from CTDOT through *CTtransit*. There are no costs or fees accessed by CTDOT for the NOIC.
- D. Certain projects may require permits through relevant municipalities, utilities, and other agencies. In these cases, applicable fees and coordination will be included in the contractor's scope.
- E. The contractor is to supply all necessary information (i.e. construction plans, etc) for obtaining and will be responsible for obtaining all digging permits, building permits, etc. from CTDOT or others required in order for *CTtransit* to be compliant with CTDOT codes regarding this project.
- F. *CTtransit* will sign all documentation needed to obtain all relevant permits needed—but it shall remain the responsibility of the Contractor to prepare, assemble, submit, coordinate, deliver, or otherwise cause to be complete any and all Work required to properly receive the Permit(s), Inspection(s), etc. as required.

5.3 LICENSES

- A. The Contractor must hold a current Contractor's License and is responsible for ensuring that all firms, persons, entities, subcontractors, etc. hold necessary Trade Licenses in order to be compliant with this project.

5.4 GENERAL PROJECT SPECIFICATIONS & REQUIREMENTS

- A. The Contractor for this project is to provide the complete construction and installation of the required infrastructure as specified within the procurement documents.
- B. Contractor shall provide coordination of construction crews, project time line management and accountability, ongoing construction oversight, post construction follow-up, post installation support, etc.
- C. Subcontracting will be permitted on the basis that the Contractor shall list any and all subcontractors in the Bid, **OR** identify which aspects of the work will be designated to achieve the DBE goal.
- D. It will be the Contractors ultimate responsibility to provide complete, fully installed, fully tested, fully functional equipment and systems.
- E. The Contractor shall perform testing requirements for all systems. The commissioning and testing plan must be approved by *CTtransit*.
- F. Contractor shall provide an estimated construction schedule/project timeline with approximate completion dates for major project milestones as part of their Bid.
- G. Contractor is to supply all contract drawings and specifications to their subcontractors, suppliers or material vendors at no additional cost to *CTtransit*.

- H. The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 818, as revised by the most recently updated Supplemental Specifications, et al (otherwise referred to collectively as "CTDOT Form 818") is hereby made part of this contract. Copies of CTDOT Form 818 and any Supplemental Specifications are available at <https://portal.ct.gov/DOT/IT/ConnDOT-Publications-Manuals>

5.5 RESPONSIBILITIES OF CONTRACTOR

- A. Except as otherwise specifically stated in the project manual, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, taxes legally collectible because of the Work, and all other services and facilities of any nature necessary to execute Work as shown and/or specified under the contract and deliver it in every respect within specified time.
- B. If during the course of construction of this project, the Contractor discovers errors, inconsistencies, or omissions in the Contract Documents, the Contractor will report them to *CTtransit* who will issue written instructions to the Contractor. If the Contractor performs work knowing there is an error, inconsistency, or omission in the Contract Documents without giving notice to *CTtransit* or receiving instruction from *CTtransit*, the Contractor assumes responsibility for the Work and will bear all costs associated with the performance or correction of the Work.

5.6 QUALIFICATIONS OF SUPPLIERS, SUB-CONTRACTORS, OR BIDDERS

- A. *CTtransit* shall make such investigations as deemed necessary to determine ability of Bidder/Contractor to perform the Work, and Bidder/Contractor shall furnish to *CTtransit* all such information and data for this purpose that *CTtransit* may request. *CTtransit* reserves the right to reject Bid/bid of any Bidder/Contractor, Sub-Bidder/Sub-Contractor, or vendor who has previously failed to perform properly, or to complete on time, contracts of similar nature; who is not in a position to perform contract, or who has habitually and without cause neglected payment of bills or otherwise disregarded obligations to subcontractors, material suppliers, or employees.
- B. It shall be the responsibility of the Bidder/Contractor to determine the viability of entities who will be Sub-Bidder/Sub-contractors, vendors, or suppliers to the Work during the Bid period. *CTtransit* will not be responsible to increase the cost of the Work to change Sub-Bidders/Sub-contractors, vendors, or suppliers of the Work when they just fail to perform or start the Work.

5.7 SCHEDULING & COORIDINATION

- A. All work must be scheduled with adequate time for owner to prepare. All areas of the building and site that are being modified under the scope of this project are currently occupied. Notice of at least ten (10) business days will be required before any area can be modified. Staging requirements shall be submitted and agreed upon prior to mobilization.
- B. All work shall be scheduled in such a way that disturbance to each area shall be minimized and consolidated.
- C. Coordination of the Work and Coordination of the Work between the various trades and suppliers is the express responsibility of the Contractor. It is not *CTtransit's* responsibility to determine the sequence of Work, the installation procedures of any part or piece of the Work and/or determine the extent of responsibility for the way the various trades or portions of the Work are to be separated or divided amongst the various subcontractor, supplier, or vendors of the Work.
- D. Contractor is to give special attention for coordination of the Work by various trades to provide uniform and symmetrical layout and spacing of exposed components which affect the finished design and appearance. Where spacing and related locations are not specifically shown on the drawings, or where in doubt, Contractor shall consult with *CTtransit* prior to installation of that part of the work.

5.8 TIME FOR COMPLETION

- A. Time for completion shall be based upon the number of days estimated by the Contractor submitted in their Bid and shall begin from the date the "Notice to Proceed" is issued. Time shall include all holidays and other days. See section 6.2.

5.9 LIQUIDATED DAMAGES

- A. It is understood and mutually agreed, by and between Contractor and *CTtransit*, that date of beginning and time for completion of Work are essential conditions of the Contract; and it is further mutually understood and agreed that Contractor shall commence Work in the contract on date specified in the Written Notice to Proceed and fully complete Work within the time stipulated in the Agreement.
- B. Contractor agrees to prosecute regularly, diligently, and uninterruptedly said Work at rate of progress as will complete Work within time specified. It is expressly understood and agreed, by and between Contractor and *CTtransit*, that time for completion of Work described is reasonable time for completion of same, taking into consideration average climatic range and usual industrial conditions prevailing in this area.
- C. If Contractor neglects, fails, or refuses to complete work within time specified, or within any proper extension granted by *CTtransit*, then Contractor does hereby agree, as a consideration for awarding this Contract, to pay *CTtransit* the amount established in the project specific procurement documents. If no amount is specified, the Contractor shall pay one-hundred dollars (\$100.00) per calendar day with a maximum of thirty (30) calendar days and/or a maximum of three-thousand dollars (\$3000.00), not as a penalty but as liquidated damages for such a breach of contract as hereinafter set forth, for each and every calendar day that Contractor is in default after time stipulated in contract for completing Work.
- D. Said amount is fixed and agreed upon by and between Contractor and *CTtransit* because damages *CTtransit* would in such event sustain, and said amount is agreed to be the amount of damages which *CTtransit* would sustain.
- E. Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

5.10 INSPECTIONS

- A. Arrange for all required inspections of all Work required and obtain approval prior to concealing or proceeding with the Work.
- B. Give adequate notice (at least 48 hrs.) before concealing any Work for inspections and obtain instructions to proceed before concealing the Work.

5.11 CODE INSPECTIONS

- A. CTDOT maintains its own construction inspection division for any project occurring on CTDOT owned property.
 - 1) CTDOT will perform routine inspections to ensure construction is in compliance with all CTDOT codes and standards.
 - 2) Contractor will coordinate all inspections from CTDOT through *CTtransit*. There are no costs or fees accessed by CTDOT for the NOIC.
- B. All test reports shall be submitted to *CTtransit*/CTDOT for final review and approval.

5.12 THIRD PARTY TESTING & INSPECTION

- A. As specified in procurement documents.
- B. **NOTICE TO CONTRACTOR: CTDOT Building Inspectors have the final authority to approve or disapprove any inspection provided by the Contractor's third party inspection firm. If the Work does not meet CTDOT codes and standards or if the Work is unsatisfactory, Contractor will be responsible for repairing, replacing, etc. any Work at no additional cost to *CTtransit*.**

5.13 CONTRACTOR SAFETY

- A. Safety is entirely the responsibility of the Contractor(s) and the Contractor(s) are to comply with all notification laws, regulations or customary requirements of the location, jurisdiction or place in which the work is to be

performed. It is not the responsibility of *CTtransit* to indicate laws or applicable regulations for the location of the work and is the responsibility of the Contractor(s) to obtain a full understanding of the conditions and requirements, laws and procedures for the work in the location the work is to be completed.

- B. State Laws passed requiring notification and marking of underground items before digging on a construction project using mechanized equipment or hand tools are a requirement of this project. Failure to comply can result in penalties which will not be the responsibility of *CTtransit*. Safety is entirely the responsibility of the Contractor(s) and the Contractor(s) are to comply with all notification laws, regulations or customary requirements of the location, jurisdiction or place in which the work is to be performed. It is not the responsibility of *CTtransit* to indicate laws or applicable regulations for the location of the work and is the responsibility of the Contractor(s) to obtain a full understanding of the conditions and requirements, laws and procedures for the work in the location the work is to be completed.

5.14 SITE DESCRIPTION & REQUIREMENTS

- A. See project specific documents.
- B. Unless stated or shown otherwise, removed materials and equipment will become the property of the Contractor.
 - 1) *CTtransit* reserves the right to salvage components from grounds prior to their demolition and removal from the property.

5.15 WORKING ON *CTtransit* PROPERTY

- A. The Bidder/Contractor acknowledges that work performed at *CTtransit*'s shall be in conjunction with daily operations and shall coordinate all activities to minimize disruption. Such operations include, but are not limited to, the passage of buses, storage of buses, and maintenance of buses, etc.
- B. All *CTtransit* Bus Facilities employ strict security measures which are vital to the safety of all *CTtransit* Employees.
- C. The available working hours for the Contractor to perform the required work/installations shall be coordinated with *CTtransit*. Bids shall be based on "normal" business hours. Work to be completed by the Contractor on any other day or period of time shall be at the approval of *CTtransit*.
- D. The Contractor shall coordinate with *CTtransit* prior to beginning the work. Contractor shall keep *CTtransit* informed of the progression of the work in order to provide continuous access to the work site without downtime for either the Contractor or *CTtransit*.
- E. *CTtransit* reserves the right to suspend on-going work of the Contractor in case of emergency.
- F. During the Pre-Construction Conference the successful Contractor shall be furnished a list of the *CTtransit* personnel who will assist with coordination of the Work and availability of maintenance bays.
- G. The Contractor, subcontractors, vendors, suppliers, etc. shall fully cooperate with all *CTtransit* Security Policies while performing work on *CTtransit* premises.
- H. This shall include but is not limited to:
 - 1) Providing daily, weekly, or on a requested basis, names of all contractors, subcontractors, vendors, material suppliers, who shall require access to *CTtransit* premises.
 - 2) Upon entry and clearance to enter *CTtransit* Property, all outside contractors, subcontractors, vendors, etc. shall be issued "Contractor ID Badges" which must be worn/displayed at all times while on *CTtransit* premises.
 - 3) Full cooperation with all *CTtransit* Staff while on *CTtransit* premises.
 - 4) Refraining from entering areas which are considered restricted/off-limits without the permission of *CTtransit* Staff.

5.16 GENERAL SITE & BUILDING PREMISES REQUIREMENTS

- A. Do not close or obstruct streets, walks and other occupied or used facilities, public or private, without permission from authorities having jurisdiction and *CTtransit*. Provide alternate routes around closed or obstructed pedestrian or traffic ways. Coordinate and provide all requirements of the local authority included in the Bid for the Work. It is the responsibility of the Contractor to determine the amount, need and design of any systems, barriers or items needed to complete the Construction.
- B. Ensure safe passage of persons around all construction areas and/or through construction. Provide for safe passage within the building for users of adjacent portions of the building during all construction activities, 24 hours a day for the complete construction period. Provide for all code required egress exiting or exit systems needed for the new or existing construction.
- C. Conduct operations to prevent injury to adjacent buildings, structures, facilities and/or persons.
- D. Erect temporary covered passageways, safety barriers, walkways, or separation barriers as required by authorities having jurisdiction. It is the responsibility of the Contractor to contact local officials during the bidding period and determine the amount, need, and design of any systems, barriers, or items needed to complete the Construction.
- E. Provide dustproof partitions to separate existing portions of the building from all construction areas as required. If not indicated on the drawings, provide dustproof partitions as directed by *CTtransit* to comply with applicable sections of the Life Safety Code.
- F. Provide temporary enclosures at doors and other openings in walls as necessitated by weather conditions. Construct enclosures with fire retardant treated lumber. Tape joints and caulk to prevent dust and debris from migrating beyond construction areas. Maintain enclosures in good repair and remove when no longer needed.

5.17 TEMPORARY PROTECTION DURING THE PROJECT

- A. Temporary protection, dust control, and daily clean up is the responsibility of the Contractor. Any damage (due to Contractor negligence) of any kind to *CTtransit* assets in or around the work area shall be the responsibility of the Contractor.
- B. In the event of work during winter months, the Contractor must provide means to maintain a temperature of at least 50 degrees inside the bus storage area and 65 degrees in the bus maintenance area. Temperatures in administrative areas shall not be altered without express written consent, regardless of the season.

5.18 CLEANING AND WASTE REMOVAL

- A. The premises and the job site shall be maintained in a reasonable neat and orderly condition and kept free from accumulations of waste materials and rubbish during the entire construction period.

5.19 PROGRESS CLEANING

- A. Remove crate, cartons, and other flammable waste materials or trash from the work areas at the end of each working day. Do not allow debris to blow onto adjoining properties. Respond immediately to requests from adjoining property owners to remove any debris that does manage to show up on adjoining properties. Collect and remove waste materials, debris, and rubbish from site weekly, daily if necessary and dispose off-site in accordance with state and local codes.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

5.20 MAINTENANCE & CONTROL OF VEHICLE TRAFFIC

- A. The Contractor's work must be accomplished simultaneously with ongoing daily operations. Such operations include, but are not limited to, the passage of buses, storage of buses, and maintenance of buses, etc.
- B. Suitable ingress and egress shall be provided at all times where required, for all intersecting roads, driveways, entrances, etc.

- C. Contractor shall notify *CTtransit* at least forty-eight (48) hours in advance of any driveway, roadway, access way, entrance, which will require to be blocked or closed.

5.21 TRAFFIC CONES, BARRICADES, & DRUMS

- A. Contractor shall furnish all reflectorized orange traffic cones/barricades/drums required on the project to signify areas under construction which may present a hazard to vehicles and/or pedestrians.
- B. Cones/barricades/drums shall be used around all areas of on-going construction to warn of all hazards which include but are not limited to holes, ditches, open pits, falling objects, tree felling zones, exposed utilities, etc.
- C. Contractor shall have, available on the project, a sufficient number of traffic cones/barricades/drums to properly direct/guide all traffic and pedestrians away from the construction area.
 - 1) Traffic cones/barricades/drums shall be constructed of materials to a thickness to withstand impact without damage to cones or to vehicles.
 - 2) Traffic cones/barricades/drums shall be of sufficient mass or have bases to which ballast may be added to assure that they will not be blown over or displaced by wind from passing vehicles.
 - 3) Traffic cones/barricades/drums shall have the required reflective surfaces/lighting to ensure proper visibility at time of reduced lighting, i.e. nighttime, inclement weather, etc.

5.22 MAINTENANCE OF ROADWAYS

- A. The existing paved roadways at or adjacent to the construction locations shall be maintained in a clean and passable condition by the Contractor.
- B. When required or as directed by *CTtransit*, the Contractor shall broom or wash the existing paved roadways to remove excess mud or dirt as the construction area and for a reasonable length of the existing roadway beyond the construction area.
- C. The work shall not be paid for directly, but shall be considered incidental to the other items of work and the cost included as part of the work.

5.23 CONTRACTOR'S RESPONSIBILITY FOR UTILITIES

- A. Notify all utility offices that are affected by the construction operation at least forty-eight (48) hours in advance. Under no circumstances expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing utilities that are affected by construction.
- B. Contractor shall be solely and directly responsible to *CTtransit* and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of injuries or damage which may result from the construction operations of this Contract.
- C. Neither *CTtransit* or CTDOT nor its officers or agents shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect utilities encountered in the work.
- D. In the event of interruption to domestic water, fire suppression, electrical, fire alarm, or any other utility services as a result of accidental breakage due to construction operations, Contractor shall promptly notify the proper authority.
 - 1) Contractor shall cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair.
 - 2) In no event shall interruption of any utility service be allowed outside of working hours unless granted by the owner of the utility.
- E. Contractor shall replace, at Contractor's expense, any and all existing utilities or structures damaged during construction.
- F. All required utility installations shall comply with the latest applicable Codes, Regulations, with products and the methods of installation conforming to the latest accepted Standards.

- G. In case of discrepancy or conflict between Codes, Regulations, Standards, Drawings, and/or Specifications, the requirement yielding the higher(est) quality of work shall govern.
- H. Contractor shall provide and complete all required utilities including all incidental items and connections necessary for proper operation or customarily included even though each and every item may not be indicated.
- I. Any drawings, plans, specifications, etc. indicate the general layout requirements for equipment, fixtures, conduit, devices, etc. Final layout will be governed by actual field conditions with all measurements verified at the site.

5.24 PRODUCT REQUIREMENTS

- A. Furnish only new standard products of a manufacturer regularly engaged in the production of said products.
- B. Support all products by service organizations with adequate spare parts inventory and personnel located reasonably close to the site.
- C. Where multiple units of the same type or class of products are required, provide all units of the same manufacturer.
- D. Furnish products that are rated and listed for their intended use and application.

5.25 MANUFACTURER'S DIRECTIONS

- A. Handle, install, connect, test, and operate all products, assemblies, and systems in accordance with manufacturer's recommendations.
- B. In case of conflicting requirements between the manufacturer's directions (or warranty requirements) and the contract documents, obtain instructions before proceeding with the Work. The more stringent requirement shall prevail.

5.26 WORKMANSHIP

- A. Perform all work in accordance with the best practices of the trade and provide a "neat" installation by technicians skilled in their respective trades who are properly licensed.
- B. Accurately install conduit, and other equipment plumb, level, and true to line with runs parallel or perpendicular to building lines. Make bends or offsets uniform.
- C. Carefully perform all cutting, drilling, digging, etc., and patch or refinish the disturbed area to the condition of adjoining or similar surfaces in an approved manner.
 - 1) Do not cut any structural member without specific approval.
 - 2) Do not cut any electrical or mechanical lines that may be concealed.
- D. Conceal conduit in chases, furring's, or above ceilings unless otherwise indicated.
- E. Flush mount equipment on walls where possible.

5.27 FLAME & SMOKE CONSIDERATIONS

- A. In ducts or other enclosures used for transporting environmental air, including return air plenums above ceilings, use only products conforming to NFPA and UL composite classifications not exceeding twenty-five (25) for flame spread and fifty (50) for smoke developed rating, or install in conduit or approved enclosure. This requirement applies to all materials including signal cable insulation jackets, finishes, etc.
- B. Completely seal penetrations make through fire and/or smoke rated walls, ceilings, floors, or other barriers for the passage of conduit with a UL listed material to preserve the fire/smoke rating of the barrier.

5.28 EQUIPMENT CONNECTIONS

- A. Make all required utility connections to each item of equipment shown or specified including equipment furnished by *CTtransit* and make operational to the extent possible.
- B. Test all utilities and prove free of defects, poor connections, leaks, shorts, etc.

- C. Align, adjust, calibrate, and test all systems to assure safe and proper operation.

5.29 SEALS

- A. Where utilities and/or conduit penetrates roof membrane, ensure any required work is recommended by the roofing manufacturer and does not void the warranty.
- B. Where utilities and/or conduit penetrates outside walls, make watertight with approved sealant or provide modular rubber seal designed for the purpose.
- C. Use conduit sealing compound such as “Ductseal”, or equivalent, or use sealing fittings to seal between where conduit passes from warm to cold spaces, as well as from the outside.
- D. Use “3M Fire Barrier” or equivalent or non-shrinking grout to seal between the conduit and sleeve through fire/smoke barriers.

6.0 CONTRACTOR ADMINISTRATION REQUIREMENTS AND CLOSEOUT

6.1 CONSTRUCTION MEETINGS & COMMUNICATIONS

- A. This section specifies administrative and procedural requirements for project meetings including but not limited to the following:
 - 1) Preconstruction conferences.
 - 2) Pre-installation conferences.
 - 3) Progress meetings.
 - 4) Coordination meetings.
 - 5) Monthly written job reports.
- B. All requirements, work and coordination for meeting(s) and report(s) are the responsibility of the Contractor. This includes work to organize attendees and producing notes and correspondence in summary for each meeting or action.

6.2 CONSTRUCTION SCHEDULE

- A. The requirements under CTDOT FORM 818, section 1.05.08—Schedules and Reports shall be followed.

6.3 PRE-CONSTRUCTION CONFERENCE

- A. Contractor shall schedule a pre-construction conference before starting construction, at a time convenient to *CTtransit* but no later than five (5) days after execution of the Agreement.
 - 1) The conferences shall be held at the project site(s).
 - 2) The pre-construction conference will be held to review responsibilities and personnel assignments.
- B. Authorized representatives of *CTtransit*, consultants, the Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the work.
- C. The agenda for this meeting is to discuss items of significance that could affect progress, including the following:
 - 1) Tentative construction schedule.
 - 2) Critical work scheduling.
 - 3) Designation of responsible personnel.
 - 4) Procedures for processing field designs and change orders.
 - 5) Procedures for processing Applications for Payment.
 - 6) Procedures for applying, processing, and securing of Permits.
 - 7) Distribution of Contract Documents.
 - 8) Submittal of Shop Drawings, Product Data, and Samples.
 - 9) Preparation of record documents.
 - 10) Use of premises.
 - 11) Parking availability.
 - 12) Office, work, and storage areas.
 - 13) Equipment deliveries and priorities.
 - 14) Safety procedures.
 - 15) Security.
 - 16) Housekeeping.
 - 17) Working Hours.
- D. Within five (5) days after the Notice to Proceed, Contractor shall submit to *CTtransit* a bar-chart type progress schedule indicating time bar for each trade or operation of work to be performed. Time bar shall demonstrate planned work, properly sequenced and intermeshed, for expedited completion of Work. Identify phases if required.
- E. All construction plans, drawings, manuals, blueprints, shop drawings, equipment drawings, equipment manuals, etc. during all phases of this project shall be provided by the Contractor. One (1) electronic submission shall be provided to *CTtransit*.

- F. Distribute progress schedule including all updates to *CTtransit*, Contractor's, subcontractors, suppliers, fabricators, and other with need-to-know schedule compliance requirements.
- G. Prior to construction, all Contractors shall coordinate with *CTtransit* staff to minimize disruptions resulting from temporary system shut-downs associated with equipment tie-in or utility provider requirements.
- H. Such disruptions shall be indicated on construction schedules, which must be provided with Bids.
- I. All disruptions, power-downs, systems cut-offs, etc. must be made in advance to *CTtransit* in order to prepare for the outage. Due to the critical systems and operations of *CTtransit*, failure to notify of service interruptions of any type, for any reason, will not be permitted.

6.4 PRE-INSTALLATION CONFERENCES

- A. Contractor shall conduct a pre-installation conference at the Project Site before each construction activity that requires coordination with other construction crews.
- B. Contractor, subcontractors, Installers, and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have proceeded or will follow, shall attend the meeting. The Contractor shall advise *CTtransit* representatives of the scheduled meeting dates.
 - The conference shall consist of a review of the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements of the following:
 - a) Contract documents.
 - b) Shop Drawings, Product Data, and quality control samples.
 - c) Possible conflicts.
 - d) Compatibility problems.
 - e) Time schedules.
 - f) Weather limitations.
 - g) Manufacturer recommendations.
 - h) Warranty requirements.
 - i) Acceptability of substrates.
 - j) Safety.
 - k) Protection.
- C. Contractor shall record significant discussions and agreements/disagreements of each conference, and the approved schedule. Records of each meeting shall be distributed to everyone concerned, including three (3) copies to *CTtransit*.
- D. Contractor shall not proceed with the installation if the conference cannot be successfully concluded. Contractor shall initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

6.5 PROGRESS MEETINGS

- A. Progress meetings at the project site shall be scheduled on a weekly basis, if applicable. Contractor shall conduct meetings and prepare minutes. Contractor shall publish notes and distribute notes after each meeting.
- B. In addition to representatives of the Contractor and *CTtransit*, each subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- C. Contractor shall develop and submit an updated construction schedule. This schedule shall incorporate past schedule fluctuations and any and all changes to correct schedules that are anticipated.

- D. The agenda of the progress meetings shall be to review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Topics for discussion as appropriate to the status of the Project.
1. Contractor's Construction Schedule: Review the progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to insure that current and subsequent activities will be completed within the Contract Time. Detailed review of the Contractor's next three weeks schedule. The Contractor shall submit to the attendees a copy of the Construction Schedule "THREE WEEK LOOK AHEAD".
 - a. Review the present and future needs of each entity/party present, including the following:
 - 1) Ongoing operations and operator concerns.
 - 2) Status of submittals.
 - 3) Interface requirements.
 - 4) Time & Sequencing.
 - 5) Quality and work standards.
 - 6) Deliveries.
 - 7) Off-site fabrication problems.
 - 8) Commissioning activities.
 - 9) Access & Site utilization.
 - 10) Housekeeping.
 - 11) Documentation of information for payment requests.
- E. No later than two (2) days after each meeting, the Contractor shall distribute minutes of the meeting to each party present and to parties who should have been present.
- 1) Contractor shall revise the Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. The revised schedule shall be issued concurrently with the report of each meeting.

6.6 MONTHLY WRITTEN JOB REPORT & SCHEDULE UPDATE

- A. Contractor shall prepare a monthly Job Report, if applicable, before submitting that month's Payment Application. The monthly Job Report shall be published to include the following:
- 1) Update of current Request for Information (RFI), Submittal of PR/SI logs.
 - 2) Update of Project time line and Completion Schedule up-date.
 - 3) Copies of weekly meeting minutes.
 - 4) Listing of any outstanding cost items.
 - 5) Current site/construction photographs.

6.7 SUBMITTALS

- A. Contractor shall make one (1) electronic submission of all submittals required by the Contract Documents; revise and resubmit as necessary to establish compliance with specified requirements. Submittals which are received from sources other than through the Contractor's office will be returned by *CTtransit* without action. Submit at least one (2) originals of manufacturer's product literature, color charts, or samples. The remainder of the number of copies required for submittal may be reproductions of manufacturer's literature. FAX submittals, poor quality reproductions or illegible submittals will not be accepted.
- B. Contractor's submittal of, and *CTtransit* acceptance of, show drawings, product data or samples which suggest or request work not complying with the requirements of Contract Documents does not constitute an acceptable or valid request for a substitution, nor approval thereof. A separate cover letter specifically requesting such a substitution and approval of such is required. It is the Contractor's responsibility to adequately inform *CTtransit* of substitutions and not *CTtransit*'s responsibility to determine that substituted Work has been suggested in Submittals, Shop Drawings, or other Submissions.
- C. The numbering scheme for all submittals will be established and agreed upon at the pre-construction conference.

6.8 SUBMITTAL PREPARATION

- A. Contractor shall permanently mark each submittal to identify project, date, contractor, subcontractor, submittal name, and similar information to distinguish it from other submittals. Contractor shall show executed review and approval marking.
- B. Contractor shall indicate project, date, “TO”; “FROM”; names of subcontractors, suppliers, manufacturers, required references, category and type of submittal, purpose, description, distribution record and signature of transmitter.
- C. The numbering scheme for all submittals will be established and agreed upon at the pre-construction conference.

6.9 RELATED WORK SPECIFIED IN OTHER SECTIONS

- A. Detailed individual requirements for submittals are described in pertinent Sections of these Specifications.

6.10 QUALITY ASSURANCE

- A. Prior to each submittal, the Contractor shall carefully review and coordinate all aspects of each item being submitted. Contractor’s approval stamp to each submittal shall signify/certify that coordination has been performed.
- B. Contractor shall verify that each item and submittal for its conformance in all aspects with specified requirements.

6.11 *CTtransit*’s ACTION ON SUBMITTALS, SHOP DRAWINGS, & OTHER ITEMS

- A. Review of Substitution Requests, Submittals, Shop Drawings, Samples or Other Items by *CTtransit* during the Work does not release the Contractor, subcontractor, vendor, and/or supplier from the proper performance of the Work as envisioned by the Contract Documents. Nothing in the act of Review or approval of such Submittals is an approval to use a Substituted Item (without separate written approval), change the amount, quantity or number of any item or to delete any Work or Item from the Project.
- B. Nothing in the Review of Submittals, etc. will take the place of the proper verification of conditions and installation requirements at the Site by the Contractor. Nothing in the Review of Submittals will take the place of Field Dimension Verification by the Contractor. Nothing in the Review of Submittal will present confirmation of Quantities, Dimensions, or Installation Requirements. The Contractor will retain all responsibilities for the verification of dimensions, quantities, coordination with manufacturer’s installation requirements, conformation with codes and the coordination of all portions of the Work with Jurisdictions having authority over the Work.
- C. *CTtransit* will respond to submittals from the Contractor by completing the “LETTER OF TRANSMITTAL” form. Submittal review does not relieve Contractor of compliance with Contract Documents or local codes. Review is only for conformance with the design intent of the Project and compliance with information given in the Contract Documents. The Contractor is responsible to coordinate and to confirm all dimensions for use at the site. The Contractor is responsible for coordination of the work of all trades.
- D. Where action and return is required or requested, *CTtransit* will review each submittal and mark per the following, and where possible return within fourteen (14) working days of receipt. When a submittal must be coordinated with submittals of other trades, Contractor is responsible for gathering all information and forwarding to *CTtransit* as a single submittal.
- E. In terms of response, *CTtransit* shall respond as follows:
 - 1) Final Unrestricted Release: Work may proceed, provided it complies with notations and corrections on submittal and the Contract Documents when submittal is returned with the following: **MARKING: “Reviewed”**
 - 2) Final-But-Restricted Release: Work may proceed, provided it complies with notations and corrections on submittal and with Contract Documents, when submittal is returned with the following: **MARKING: “Reviewed and Noted”**.

- 3) Returned for Re-Submittal: Do not proceed with work. Revise submittal in accordance with notations thereon, and resubmit without delay to obtain a different action marking. Do not allow submittals with the following marking (or unmarked submittals where a marking is required) to be used in connection with performance of the Work: **MARKING: “Revise and Resubmit”**.
- 4) Other Action: Where submittal is returned for other reasons, with *CTtransit*'s explanation included, it will not be marked or marked “Revise and Resubmit”.

6.12 TIMING OF SUBMITTALS

- A. Submittals shall be made far enough in advance of scheduled dates of installation to provide required time for reviews, securing necessary approvals, possible revision and resubmittal, placing orders and securing delivery. Minimum timing of submittal processing by *CTtransit* is fourteen (14) working days not including weekends, holidays, or weather delays where the Contractor is not working. Requests for review of submittals that involve the selection of colors or verification of materials by *CTtransit* have minimum processing time of fourteen (14) working days not including weekends, holidays, or whether delay day where the Contractor is not working.

6.13 COORDINATION & SEQUENCING

- A. Contractor shall coordinate preparation and processing of submittals with performance of work so that work will not be delayed by submittals.
- B. Contractor shall coordinate and sequence different categories of submittals for same work, and for interfacing units of work, so that one will not be delayed for coordination of *CTtransit*'s review with another.

6.14 SUBSTITUTION REQUESTS

- A. Products specified herein establish a quality standard for comparison by manufacturers of similar products. Products of other manufacturers may be substituted for those specified herein on an “Approved Equal” basis. DO NOT propose the substitution of products that do not meet or exceed the quality standards established by the specified product.
 - 1) Products proposed as equivalent MUST be submitted through the Contractor for review by *CTtransit* after the project is awarded. DO NOT request approval of products prior to the awarding of the project.
 - 2) It is the suppliers and/or subcontractors responsibility to provide substitutions that are equal to or exceed the quality established by the original product or system.
 - 3) It is not *CTtransit*'s responsibility to determine or prove to the Contractor, subcontractor, or supplier that their products do not meet the requirements of the original product or system, only to indicate acceptance or non-acceptance of the system in general.
 - 4) Acceptance by *CTtransit* of a product or system for substitution does not relieve the supplier, subcontractor, or Contractor from the proper performance of the product or system(s) substituted.
- B. Supporting technical data, samples, published specifications and the like must be submitted for comparison.
- C. Contractor shall warrant that proposed substitutions, if accepted, will provide performance equivalent to the materials specified herein. Should substitution be accepted and should the substitute material prove defective or otherwise unsatisfactory for the service intended and within the guaranty period, the Contractor shall replace this material or equipment with the material or equipment specified.
- D. If any substitution will affect a correlated function, adjacent construction, or work of other trades or contractors, the necessary changes and modifications to affected work are to be considered and included as part of substitution, to be accomplished without additional cost to *CTtransit*.
- E. Under no circumstances shall *CTtransit*'s acceptance of any such substitution relieve the Contractor from timely, full and proper performance of Work.
- F. Contractor's request for substitution will be received and considered when extensive revisions to contract documents are not required and changes are in keeping with general intent of Contract Documents; when

timely, fully documented and properly submitted; and when one or more of the following conditions is satisfied, all as judged by *CTtransit*. Otherwise, requests will be returned without action except to record non-compliance with these requirements:

- 1) Where request is directly related to an “or equal” clause or other language of same effect in Contract Documents.
- 2) Where required product, material, or method cannot be provided within Contract Time, but not as a result of Contractor’s failure to pursue the Work promptly or to coordinate various activities properly.
- 3) Where required product, material or method cannot be provided in a manner which is compatible with other materials of the Work, or cannot be properly coordinated therewith, or cannot be warranted as required, or cannot be used without adversely affecting *CTtransit*’s insurance coverage on completed work, or will encounter other substantial non-compliances which are not possible to otherwise overcome except by making requested substitution, which Contractor thereby certified to overcome such non-compatibility, non-coordination, non-warranty, non-insurability, or other non-compliance.
- 4) Where required product, material, or method cannot receive required approval by a governing authority, and requested substitution can be so approved.
- 5) Where substantial advantage is offered to *CTtransit*, in terms of cost, time, energy conservation or other valuable considerations, after deducting offsetting responsibilities *CTtransit* may be required to bear increased cost of other work by *CTtransit* or separate contractors, and similar considerations.

6.15 REQUEST FOR SUPPLEMENTARY INFORMATION

- A. Contractor shall make timely requests of *CTtransit* for additional information required in planning and production of work.
- B. Contractor shall file Request for Information (RFI) requests in ample time to permit appropriate action by all parties involved and avoid delay in performance of work. Minimum response time from *CTtransit* is fourteen (14) working days not including weekends, holidays, or weather delays when the Contractor is not working. Requests can be made for more timely responses, *CTtransit* will attempt to respond to critical needs as they are made, but regardless of timing, no costs, based on requests for additional information responses, will be born by *CTtransit* without minimum time requirement being completed. It is the Contractors responsibility to be sequencing the work and controlling the flow of work to eliminate the immediate need for information responses.
- C. *CTtransit* will not bear costs related to the submittal of RFI and/or the responses to such, or the timing of responses to RFI questions regardless of the nature of the request.
- D. Requests for Information are NOT a substitute for review of the Contract Documents by the Contractor. Requests for Information that are contained in the Contract Documents will not be honored and any subsequent claim for time or costs will not be born by *CTtransit*. Contractor is responsible to review information requests from subcontractors and provide proper responses based on the information in the Contract Documents before subcontractors RFI’s are passed onto *CTtransit*.

6.16 SHOP DRAWINGS

- A. Contractor shall provide newly-prepared information, on reproducible sheets, with graphic information at accurate scale (except as otherwise indicated), with name of preparer indicated (firm name). DO NOT duplicate and submit construction drawings as shop drawings. Show dimensions and notes which are based on field measurement. Identify materials and products in work shown. Indicate compliance with standards, and special coordination requirements.
- B. Shop drawings must bear Contractor’s approval stamp. Engineer’s if affecting design change.
- C. Submittals are reviewed by *CTtransit* for design intent only. The Contractor is responsible for verification of dimensional requirements, compliance with contract documents and local codes, quantities and coordination of all affected trades.

- D. Under no circumstances shall *CTtransit's* acceptance of shop drawings or submittals relieve Contractor from timely, full and proper performance of Work.
- E. In terms of Work-Related submittals:
 - 1) Contractor's submittal of (and *CTtransit's* acceptance of) show drawings, product data or samples which relate to work not complying with requirements of Contract Documents, does not constitute an acceptable or valid request for a substitution, nor approval thereof.
 - 2) It is not the responsibility of *CTtransit* to find or otherwise locate changes in the work contained in submittals or substitution request. The Contractor is to provide a cover letter stating the details of the shop drawing issues or changes in the shop drawings that affect the work to *CTtransit* and to ask for written confirmation of such. Review and approval of shop drawings that do not make express written reference to changes or other issues will not be the responsibility of *CTtransit* to accept in the field and the Contractor will replace such deficient work with the originally specified work when the work is uncovered.

6.17 PRODUCT DATA

- A. Contractor shall collect all required data into one (1) original electronic submittal for each unit of work or system; mark to show which choices and options are applicable to project AND WHICH ARE AVAILABLE FOR SELECTION BY *CTtransit* WITHOUT ADDITIONAL COST. No payment will be made for additional cost of any choices or options submitted by the Contractor for selection by *CTtransit* and not clearly shown as not available within the contract.
- B. Contractor shall include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked, and special coordination requirements.
- C. Contractor shall maintain one set of product data (for each submittal) at project site, available for reference by *CTtransit* and authorized others. Contractor shall maintain one clean set of all final "approved" submittals to be used to make copies for *CTtransit's* Close-Out Documents.
- D. Contractor shall not submit product data until compliance with requirements of contract documents has been confirmed.
- E. Contractor shall not proceed with installation of materials, products or systems until final copy of applicable product data is in possession of installer.
- F. In terms of Data Submittals:
 - 1) Contractor's submittal of (and *CTtransit's* acceptance of) shop drawings, product data or samples which relate to work not complying with requirements of Contract Documents, does not constitute an acceptable or valid request for a substitution, nor approval thereof.
 - 2) It is not the responsibility of *CTtransit* to find or otherwise locate changes in the work contained in product or data submittals. The Contractor is to provide a cover letter stating the details of the submittal or changes in the data or submittals from that specified by *CTtransit* or by *CTtransit's* separate supplier or installer based on *CTtransit* furnished products or systems to ask for written confirmation of such. Review and approval of submittal that do not make express written reference to changes or equal issues will not be the responsibility of *CTtransit* to accept in the field and the Contractor will replace such deficient work with the originally specified work when the work is uncovered.

6.18 SAMPLES

- A. Unless precise color and pattern is specified in the Contract Documents, submit accurate color and pattern charts or actual material samples to *CTtransit* for selection. Refer to pertinent sections of specifications for detailed submittal requirements. Provide units identical with final condition of proposed materials or products for the work. Include "range" samples (not less than 2 units) where unavoidable variations must be expected, and describe or identify variations between units of each set.
- B. Contractor shall make all submissions affecting color selection within sufficient time to allow selection without causing delay.

- C. Contractor shall provide a full set of optional samples where *CTtransit*'s selection is required. DO NOT INCLUDE OPTIONS REQUIRING ADDITIONAL COST.
- D. Samples shall be submitted for review and confirmation of color, pattern, texture and "kind" by *CTtransit*. *CTtransit* will not "test" samples (except as otherwise indicated) for compliance with other requirements, which are therefore the exclusive responsibility of the Contractor.
- E. Contractor shall submit samples in final submittal.
 - 1) Contractor shall furnish two (2) sets to *CTtransit* and assemble one on-site. When all samples are on-site, *CTtransit* and Contractor are to review. Contractor shall provide job samples indicating finished color selections for any and all items requiring finish color for project.
 - 2) Contractor shall maintain a returned final set of samples at project site, in suitable condition and available for quality control comparisons by *CTtransit* and Contractor. Written approval from *CTtransit* is required before work is begun for any finish requiring color review.
- F. Returned samples which are intended or permitted to be incorporated into Work must be in undamaged condition at time of use.
- G. In terms of Sample Submittals:
 - 1) Contractor's submittal of (and *CTtransit*'s acceptance of) shop drawings, product data or samples which related to work not complying with requirements of Contract Documents, does not constitute an acceptable or valid request for a substitution, nor approval thereof.
 - 2) It is not the responsibility of *CTtransit* to find or otherwise locate changes in the work contained in product or data submittals. The Contractor is to provide a cover letter stating the details of the submittal or changes in the data or submittals from that specified by *CTtransit* or by *CTtransit*'s separate supplier or installer based on *CTtransit* furnished products or systems to ask for written confirmation of such. Review and approval of submittal that do not make express written reference to changes or equal issues will not be the responsibility of *CTtransit* to accept in the field and the Contractor will replace such deficient work with the originally specified work when the work is uncovered.

6.19 CLOSEOUT SUBMITTALS

- A. Upon completion of Work and prior to final payment, the following items must be submitted to *CTtransit*:
 - 1) Electronic set of all project documents
 - 2) Close-Out Document Binders.
 - 3) As-Built Record Drawings.
 - 4) Deficiency List (a.k.a "Punch List") completion Documentation.
- B. Contractor shall provide two (2) complete sets of all the Close-out Documentation to *CTtransit*. One shall be electronic and one shall be hard copy.

6.20 CLOSE-OUT DOCUMENT BINDERS

- A. Contractor shall provide one (1) set of Close-Out Binders (electronic set shall be formatted and organized similarly). Each volume must be provided in punched three ring binders, tabbed in accordance with the Master Format matching the Project Manual and with a Table of Contents information including:
 - 1) Project Directory and Subcontractor Listing: Listing of all subcontractors and major suppliers for project stating portions of Work done, address and telephone number of firm, and contact at firm familiar with project and emergency contact information in case *CTtransit* needs to contact with the subcontractor or supplier.
 - 2) Copies of Jurisdiction's "Occupancy Permit" (if applicable) or any other approval process of certification obtained during the progress of work.
 - 3) Contractor's written Guarantee letters supported by warranty/guarantee letters from all subcontractors, suppliers, and vendors.
 - 4) Contractor's "Certificates of Release of Liens" and supported by attachment of full and complete lien releases from all subcontractors, suppliers, and vendors.
 - 5) Guarantees and Warranties

- 6) Certificates and Testing Data: Copy of each certificate specified and copy of all testing data completed for work including compaction testing and approved site work testing by the Testing Agency, materials testing by the Testing Agency and other testing data.
- 7) Contractor's letter stating the completion of all "Deficiency" listed items for the Work has been completed.
- 8) Instruction/Operations/Maintenance Manuals: for each item as requested by specifications and required by *CTtransit*.
- 9) Submittal of "approved" report approved by the Engineer of Record.
- 10) As-Built Record Drawings.
- 11) Product Certificate
- 12) Full and complete itemized listing of all parts used in construction of this project.
- 13) Full and complete itemized listing of all spare parts for equipment.

6.21 AS-BUILT RECORD DOCUMENTS

- A. Contractor shall provide a complete "file set" of one (1) hard copy and one (1) electronic copy of all completed Submittals with Contractor's and *CTtransit*'s approval markings for the Work properly organized per the section of the Project Manual.
- B. In terms of the As-Built Record Drawings:
 - 1) The Contractor shall keep a set of prints at the site to be used exclusively for daily mark-ups of "As-Built" information.
 - 2) As the point of Substantial Completion, the Contractor will furnish one new set of drawings for use in creating the As-Built Record Documents.
 - 3) The Contractor shall then neatly transfer all the daily record changes from installations originally indicated, and record final locations of underground lines by depth from finished grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, edges, or walks. Record depths and location of all underground items whether they changed from their anticipated locations or not.
 - 4) The Contractor shall (on this same set of plans) "paste-up" all information issued to the Contractor during the work including, but not limited to, Change Orders, Supplemental Instructions, and any other instructions officially issued to the Work.
 - 5) The Contractor shall have a reprographics company make electronic scan copies of the As-Built Drawings in .pdf format. Provide a flash drive of all files along with one (1) set of the original paper documents to *CTtransit* as part of the Close-Out Documents. Electronically scanned copies shall be 1:1 reproductions and shall not alter the scale or aspect ratio of the originals.

6.22 DEFICIENCY LIST COMPLETION VERIFICATION

- A. Utilizing the Deficiency list provided by *CTtransit*, Contractor will provide cover letter stating completion of all Deficiency List items over a copy of the Deficiency List with each individual item crossed off the list as an indication that action was completed on each item indicated.

6.23 FINAL CLEANING

- A. Use cleaning materials and agents recommended by manufacturer or fabricator of surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property, or that might damage finished surfaces.
- B. Complete following cleaning operations before requesting inspection for Substantial Completion:
 - 1) Clean Project Site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste materials, litter and foreign substances.
 - 2) Remove tools, construction equipment, machinery and surplus material from Project Site.
 - 3) Remove labels that are not permanent labels.
 - 4) Touch-up and otherwise repair and restore marred exposed finishes and surfaces. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

7.0 WARRANTY

- A. The Contractor shall provide warranty on all defects in materials, equipment, and workmanship for a minimum of twelve (12) months from substantial completion of the project.
- B. The warranty period shall be one (1) year except where longer periods are stated for specific parts, or when manufacturer's standard warranties exceed one year. Warranty shall be written on contractor's letterhead, addressed to *CTtransit* Director of Facilities | 100 Leibert Rd. | Hartford, CT 06141. Language shall be per the CTDOT Form 818:

Project Title and Number

[We] hereby warrant all materials and workmanship for all work performed under this Contract for a period of one (1) year from [date of substantial completion] against failures of workmanship and materials in accordance with the Contract. Furthermore, as a condition of this warranty, [we] agree to have in place all insurance coverage identified in the Contract for the performance of any warranty work.

[Signature:] [Name of authorized signatory]
[Title]

- C. The Contractor shall provide to *CTtransit* the following documentation concerning all warranty information:
 - 1) Project Directory and Subcontractor Listing: Listing of all subcontractors and major suppliers for the project stating portions of Work done, address and telephone number of firm, and contact at firm familiar with project and emergency contact information in case *CTtransit* needs to get in contact with the subcontractor or supplier.
 - 2) Contractor's written Guarantee letters supported by warranty/guarantee letters from all subcontractors, suppliers, and vendors for all materials, equipment, workmanship, and the length of time associated for such warranty periods.

8.0 CODES & STANDARDS

8.1 OVERVIEW

- A. This section focuses on codes and standards (building regulations) that affect the design, construction, installation, of this project.
- B. As technology evolves, so do codes and standards. This module was written based on information available at a specific point in time, so the Contractor should be aware that codes and standards covered herein may have been revised and/or superseded, and shall be held to applicable revisions.
- C. The Contractor shall be responsible to verify that the relevant codes and standards are being used and all equipment and Work is in compliance with all relevant codes and standards.
- D. In case of discrepancy or conflict between Codes, Regulations, Standards, Drawings, and/or Specifications, the requirement yielding the higher(est) quality of work shall govern.

8.2 CODES, REGULATIONS, AND STANDARDS

- A. The edition of code governing the project shall be that which is in effect as per the applicable CGS on the date the procurement is advertised. Applicable documents shall include but not be limited to the following:
 - 1) International Building Code
 - 2) International Plumbing Code
 - 3) International Mechanical Code
 - 4) International Existing Building Code
 - 5) International Energy Conservation Code
 - 6) NFPA 70 National Electric Code
 - 7) ICC/ANSI A117.1
 - 8) International Fire Code
 - 9) NFPA 101 Life Safety Code
 - 10) NFPA 1. Uniform Fire Code
- B. Contractor shall comply with the latest applicable Regulations as amended, including the following:
 - 1) 2010 Department of Justice “ADA Standards for Accessible Design”
 - 2) State Department of Health Regulations
 - 3) Rules and Regulations for Energy Efficiency Standards for New Building Construction
 - 4) State and Federal Department of Labor Regulations
 - 5) Occupational Safety and Health Act (OSHA)
 - 6) Utility Company Regulations and Requirements
 - 7) Other State and Federal Laws and Regulations
- C. Furnish products and perform installation conforming to the latest accepted Standards published by the following organizations.
 - 1) Underwriter’s Laboratories, Inc. (UL)
 - 2) National Fire Protection Association (NFPA)
 - 3) National Electrical Manufacturer’s Association (NEMA)
 - 4) American Society of Testing Materials (ASTM)
 - 5) American National Standards Institute (ANSI)
 - 6) Institute of Electrical and Electronic Engineers (IEEE)
 - 7) Insulated Power Cable Engineer’s Association (IPCEA)
 - 8) Certified Ballast Manufacturer (CBM)
 - 9) Electrical Testing Laboratories (ETL)
 - 10) Illuminating Engineering Society (IES)
 - 11) Insurance Service Office (ISO)
 - 12) Factory Insurance Association (FIA)
 - 13) Factory Mutual (FM)
 - 14) National Sanitation Foundation (NSF)
 - 15) Electronic Industry Association/Telecommunications Industry Association (EIA/TIA)