

**PUBLIC NOTICE
REGIONAL TRANSIT AUTHORITY
INTERIM DOWNTOWN TRANSIT HUB PHASE 2**

INVITATION FOR BID (IFB) #2024-015

Project Description: The Regional Transit Authority of New Orleans invites qualified licensed Contractors to bid on Interim Downtown Transit Hub Phase 2, as per specifications in IFB 2024-015.

How to obtain a copy of the IFB: Specifications and further information concerning the IFB may be obtained starting May 10, 2024 from the RTA's ProcureWare website at <https://norta.procureware.com/home>. You will be required to first register on this website. The IFB can also be obtained at Regional Transit Authority's website at <http://www.norta.com>.

A **Mandatory Pre-Bid Conference and Site Visit** will be held on Tuesday, May 21, 2024, at 10 AM at 2817 Canal Street, New Orleans LA 70119. Following the pre-bid meeting, site visits will be held at the following addresses:

New Orleans Public Library East New Orleans Address 5641 Read Boulevard New Orleans, LA 70127	New Orleans Public Library Main Library Address 219 Loyola Avenue New Orleans, LA 70112
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Responding to IFB: Bids shall be submitted thru the RTA's Procureware website or delivered to the Regional Transit Authority, Procurement Department, 2817 Canal St., New Orleans, LA, 70119 on or before 2:00 P.M., Tuesday, June 18, 2024. Any questions or further information concerning this IFB may be submitted through <https://norta.procureware.com/home> beginning on Friday, May 10, 2024. Only written questions submitted through <https://procureware.com/home> shall be consider official. All answers to questions shall be by formal addenda posted to the website under IFB 2024-015.

A Bid Opening will be held in the RTA Board Room on Tuesday, June 18, 2024, at 2:00 PM. Any questions or further information concerning the IFB may be submitted Via <https://norta.procureware.com/home>, beginning on May 10, 2024.

This procurement is limited to small businesses only. Offers/responses will only be accepted from eligible Small Business Enterprises in compliance with the RTA's Small Business Enterprise (SBE) Program and the US Code of Federal Regulations Title 49 Part 26.39. To be an eligible Small Business Enterprise a business must have at least 51% ownership by a person who is economically disadvantaged. To be considered economically disadvantaged, the individual's Personal Net Worth, not including their primary place of residence or ownership in the business cannot exceed \$1.32 million in compliance with the 49 CFR Part 26.67. Additionally, the business must meet the annual gross receipts cap of \$17.42 million as defined in 49 CFR Part 26 and must meet the size criteria defined by the Small Business Administration. SBE size standards can be accessed at <http://www.sba.gov/content/table-small-business-size-standards>.

The Small Business Enterprise Program is race-neutral and open to all business owners regardless of race, ethnicity or gender. Businesses that are currently Disadvantaged Business Enterprise (DBE) certified with the Louisiana Unified Certification Program must submit an affidavit of SBE eligibility. Businesses that are not DBE certified must submit a complete SBE Certification application along with all supporting documentation. The SBE eligibility affidavit and the SBE Certification Application can be obtained at the RTA website at www.NORTA.com. SBE affidavits and/or applications must be submitted prior to or with the offer/response to this solicitation. SBE affidavits and/or applications submitted past the due date for this solicitation will be processed for eligibility but will not affect the business' SBE eligibility for this solicitation. For additional information contact the RTA's Small Business Office at 504-827-8362.

The RTA reserves the right to accept or reject any and all proposals submitted.

**Lona Hankins
Chief Executive Officer
RTA**

INVITATION FOR BIDS

FROM
REGIONAL TRANSIT AUTHORITY

SUBJECT: Interim Downtown Transit Hub Phase 2

DATE: May 10, 2024

INVITATION
FOR BIDS NO. 2024-015

BID OPENING: Tuesday, June 18, 2024 2:00 P.M.

The Regional Transit Authority invites bids for supplies and/or services set forth above in accordance with the specifications enclosed herewith.

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

Enclosures ("X" indicates item enclosed)

- X Public Notice to Bidders
- X Submission Checklist
- X Instruction to Bidders
- X Terms and Conditions
- X Federal Requirements
- X Drawings
- X Technical Specifications

SUBMISSION CHECKLIST

The following items must be submitted in order to be considered responsive and are due on the bid submittal date:

Louisiana Uniform Public Work Bid Form

10% Bid Bond

Buy American Certificate for Compliance

Certificate on Primary Debarment

Non-Collusion Affidavit

Certificate Regarding Debarment– Lower Tier

Certification of Restrictions on Lobbying

Participant Information Form

Certificates of Insurance

SBE Eligibility Affidavit and/or SBE Certification Application

INSTRUCTIONS FOR OBTAINING FORMS

Go to RTA’s official web site at

[New Orleans Regional Transit Authority - Procurements and Contracts \(norta.com\)](http://norta.com)

Click on “Vendor Form Library”

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ATTACHMENTS

Scope of Work

Drawings

Louisiana Uniform Public Work Bid Form

I INSTRUCTIONS TO BIDDERS

1.1 SCOPE

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

1.2 CONTRACT DOCUMENTATION

Any contract resulting from this solicitation shall contain the terms and conditions included in this Invitation for Bids and any addenda issued pursuant hereto.

1.3 BID REQUIREMENTS (ELECTRONIC BID SUBMITTAL)

Electronic bids will be uploaded through our electronic bidding system at <https://norta.procureware.com/home>. Hard copy bids will be accepted upon request as one original only to be hand delivered or mailed to the RTA's Procurement Office located at 2817 Canal St, New Orleans, LA 70119 no later than the exact time and date specified in this Invitation for Bids. Bids received after the date and time shall be considered late. All necessary and appropriate resources, including but not limited to labor, equipment, and materials, supplies, etc. shall be furnished in strict accordance with the project schedule and terms and conditions contained in this Invitation for Bids.

1.4 PRICING

The bidder shall complete and execute the Louisiana Uniform Public Work Bid Form. The bidder shall quote prices in the unit of measure specified and shall include all applicable taxes in the bid price. The RTA is exempt from all taxes; however, only Louisiana State Sales Tax Exemption for materials incorporated into the final product will be transferable to the Contractor. The Contractor shall pay all other sales, use, and other similar taxes that are enacted as of the Contract execution or subsequently revised or added. The Regional Transit Authority will pay no sales taxes or for any increase in sales taxes, unless such increase in sales tax is due to a change in the interpretation of the Louisiana Tax Code by the Louisiana State Tax Commission and such increase in sales tax is the subject of an authorized change order. Whenever there is a discrepancy between a unit price and any extension, the unit price shall govern. Bidders are hereby notified that discount terms shall not be used in the determination of award of this contract.

1.5 BRAND NAMES

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

1.6 QUALIFICATIONS FOR AWARD

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

Has in operation, or has the capability to have in operation, or has access to a manufacturing plant adequate to ensure delivery of all services, goods and supplies within the time specified under this contract.

Has adequate engineering and service personnel, or has the capability to obtain such personnel, to satisfy any engineering or service problems that may arise during the contract period.

Has adequate construction management and construction craft personnel, or has the capability to obtain such personnel, to satisfy any construction or service problems that may arise during the contract period.

Has the necessary facilities and financial resources, or has the capability to obtain such facilities and financial resources, to complete the contract in a satisfactory manner within the required time.

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

1.7 BIDDER REVIEW PROCEDURES

FOR THE PURPOSES OF THIS PARAGRAPH, SUBMISSION DEADLINES SHALL BE 2:00 P.M. (CENTRAL TIME).

a. Request for Modification or Clarification

This section establishes procedures for bidders to seek review of this Invitation for Bids and any addenda. A bidder may discuss this Invitation for Bids and any addenda with the RTA. Such discussions do not, however, relieve bidders from the responsibility of submitting written, documented requests. Bidders may submit to the RTA requests for interpretations, clarifications or modifications concerning any term, condition and/or specification included in this Invitation for Bids and/or in any addendum hereto. Any such request, questions, etc. must be received by the RTA, in writing. RTA will entertain questions etc. submitted at the pre-bid conference on the attached pre-bid conference form, or requests submitted in writing not less than seven (7) calendar days before the date of scheduled bid opening. All requests must be accompanied by all relevant information supporting the request for modification, interpretation, clarification or addendum of this solicitation. All requests for clarification and/ or modification should be submitted through the RTA Procurement website at <https://norta.procureware.com/home>.

RTA will issue a written determination relative to each request made pursuant to this procedure. The written determination must be posted for all bidders to view through the E-Bid website or otherwise furnished to all bidders at least three (3) calendar days (72 hours) before the date scheduled as the bid opening date.

b. Protest Procedures

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

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

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

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

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

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

1. The decision is fraudulent; or
2. The person adversely affected by the decision has submitted a timely administrative appeal to the Chief Executive Officer (CEO) - RTA.

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

The CEO of RTA shall have the authority to review and determine any appeal by an aggrieved person from a determination by the Director of Procurement or his designee.

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

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

A copy of the CEO of RTA's decision shall be mailed or otherwise furnished immediately to the protestant or any other party intervening. The decision of the CEO of RTA shall be final and conclusive unless:

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

The RTA reserves the right to designate any person(s) other than the CEO of RTA or the Director of Procurement to perform the duties provided for in this Paragraph.

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

1.8 BID PREPARATION

Each offer shall be made on the Invitation for Bids Form which shall be enclosed in a sealed envelope with the name and address of the bidder, the required contractor's licensing number, the advertised date and time of the bid opening, and the title of the bid marked on the outside. All blank spaces on the bid form must be filled in and no changes shall be made in the wording. Bidder's wishing to submit an electronic bid are directed to, Section I. Instruction to Bidder's, Paragraph 1.3 BID REQUIREMENTS (ELECTRONIC BID SUBMITTAL of this IFB.

1.9 BID POSTPONEMENT AND AMENDMENT

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

1.10 CANCELLATION OF THE INVITATION FOR BIDS

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

1.11 PUBLIC BID OPENING

Bids shall be publicly opened at the time specified herein. The content of all bids, including documents marked proprietary, shall be made public for the information of bidders and other interested parties. Bidders are required to submit all administrative submittals, including DBE Forms, within 3 days of being requested by RTA. This does not supersede the requirement for a

fully executed Invitation for Bid LA Public Bid Form, note Document III, at the time of the Bid Opening.

1.12 BID REJECTION

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

1.13 SINGLE BID RESPONSE

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

1.14 BID WITHDRAWAL

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

1.15 AWARD PROCEDURE

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

1.16 UTILIZATION OF MINORITY AND WOMEN OWNED BANKS

All bidders are hereby encouraged to utilize the services of minority and women owned banks. The RTA's DBE Specialist is knowledgeable about such services. Any questions or concerns should be directed to the DBE Specialist at RTA's offices, 2817 Canal St., New Orleans, LA.

1.17 LICENSES

Licensing laws of the State of Louisiana, R.S., 37:2150 – 2163, as amended must be complied with in order to be awarded this contract. **CONSTRUCTION PROJECTS WILL BE**

AWARDED ONLY TO GENERAL CONTRACTORS OR SUBCONTRACTORS WHO ARE LICENSED UNDER THE CONTRACTOR'S LICENSING LAWS.

RTA requires that all bidders provide their Louisiana Contractor's License Number with their bid. **A BID THAT DOES NOT INCLUDE THIS NUMBER WILL BE REJECTED.**

It is the responsibility of the bidder to be appropriately licensed for the scope of work contained herein.

1.18 BID BOND

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

1.19 PERFORMANCE BOND; LABOR AND MATERIAL BOND; WARRANTY BOND

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

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

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

After final acceptance by RTA the Contractor shall post a Warranty Bond for all materials under warranty. All terms and conditions regarding the posting of performance, labor and materials bonds shall apply to the Warranty Bond. Upon expiration of the warranty the Warranty Bond shall be released.

1.20 ADDITIONAL BOND REQUIREMENTS

Each bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service List of approved bonding companies, which is published annually in the Federal Register. No surety or insurance company shall write a surety bond, which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service List. The surety or insurance company shall be currently licensed to do business in the State of Louisiana.

1.21 ADDENDA

Bidders shall acknowledge receipt of all addenda to this Invitation for Bids. Acknowledge receipt of each addendum must be clearly established and included with offer. The undersigned acknowledges receipt of the following addenda.

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

IFB NO. 2024-015

Company Name

Company Representative

II. TERMS AND CONDITIONS

2.1 WRITTEN CHANGE ORDERS/AMENDMENTS

This contract may be changed/ amended in any particular allowed by law upon the written mutual agreement of both parties.

2.2 CHANGE ORDER/AMENDMENT PROCEDURE

Within ten (10) calendar days after receipt of the written change order to modify the contract, the Contractor shall submit to the RTA a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Contractor and the RTA. At that time, a detailed modification shall be executed in writing by both parties. In the event that federal funds are used in this procurement, the FTA may reserve the right to concur in any change order or any dispute arising under such change order. Disagreements that cannot be resolved by negotiation shall be resolved in accordance with the contract disputes clauses. Regardless of any disputes, the Contractor shall proceed with the work ordered, if the RTA has obtained the concurrence of FTA, should such concurrence be required. Regardless of any other requirement herein, RTA shall negotiate profit as a separate element of cost for any change order or amendment to any contract awarded pursuant to this solicitation.

2.3 OMISSIONS

Notwithstanding the provision of drawings, technical specifications or other data by the RTA, the Contractor shall supply all resources and details required to make the supplies complete and ready for utilization even though such details may not be specifically mentioned in the drawings and specifications.

2.4 PRIORITY

In the event of any conflicts between the description of the supplies and/or services in the Technical Specifications and drawings and other parts of this Invitation for Bids, the Technical Specifications and drawings shall govern.

2.5 COMMUNICATIONS

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

2.6 INTEREST OF MEMBERS OF, OR DELEGATES TO CONGRESS

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

2.7 CONFLICT OF INTEREST

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

- a. The Board Member, employee, officer or agent, or employee of such agent;
- b. Any member of his immediate family;
- c. His or her partner; or
- d. An organization that employs, or is about to employ any of the above, has a direct or indirect, present or future financial or other interest in the firm selected for award.

The RTA's Board Members, officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties of sub agreements.

Each entity that enters into a contract with the RTA is required, prior to entering into such contract, to inform the RTA of any real or apparent organizational conflicts of interest. An organizational conflict of interest exists when the contractor is unable or potentially unable to provide objective assistance or advice to the RTA due to other activities, relationships, contracts, or circumstances; when the contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract; and during the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents, in accordance with Chapter VI, 2.a.(4)(h) of FTA C 4220.1F.

2.8 EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order No. 11246 as amended, entitled "Equal Employment Opportunity" as supplemented in Department of Labor Regulations (41 C.F.R. Paragraph 60). In connection with the execution of this Agreement, the Contractor shall not discriminate against any employees or applicant for employment because of race, religion, color, sex, age, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

2.9 PRIVACY REQUIREMENTS

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

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

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

2.10 INDEMNIFICATION

The Contractor covenants and agrees to fully defend, protect, indemnify and hold harmless the RTA, their directors, officers, employees, agents, and assigns from and against all liability, including strict liability, claims, demands, and causes of action brought by others against RTA, and expenses, including but not limited to reasonable attorney's fees; and expense incurred in defense of RTA arising out of, or in any way incidental to, or in connection with the work hereunder, and other activities by contractor; provided, however, that such indemnification shall apply only to the extent permitted by applicable law, and except and to the extent such liability, claim, demand or cause of action results from RTA's negligence.

2.11 PERFORMANCE

Contractor shall perform all work diligently, carefully and in a good and workmanlike manner and shall furnish all labor, supervision, machinery, equipment, material and supplies necessary therefore. Contractor shall obtain and maintain all permits and licenses required by public authorities in connection with performance of the work, and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. Contractor shall conduct all operations in Contractor's own name and as an independent contractor, and not in the name of, or agent for RTA.

2.12 STATUS OF CONTRACTOR AND ITS EMPLOYEES

For all purposes specified under the terms of this Agreement the Contractor shall be considered an independent contractor as defined in R.S. 23:1021 (5), and as such, the RTA shall not be liable to the Contractor for benefits or coverage provided by the Workers' Compensation Law of the State of Louisiana (R.S. 23:1021 et seq.), and further, under the provisions of R.S. 23:1034, no person employed by the Contractor shall be considered an employee of the RTA for the purpose of Workers' Compensation coverage.

2.13 INSURANCES AND LICENSES

The contractor shall submit a copy of their standard insurance certificates for this project.

2.14 SUBCONTRACTORS

No portion of this contract may be, reassigned, transferred, or sublet without the written approval of the RTA. If allowed to subcontract, no subcontractor may be replaced without the written approval of the RTA.

2.15 ASSUMPTION OF RISK OF LOSS

Prior to acceptance, Contractor shall bear the risk of loss of the supplies, except that upon delivery, as defined in this Invitation for Bids, the RTA will bear the risk of loss due to the negligence of the RTA.

2.16 SHIPPING

The goods shall be delivered by the Contractor to the RTA facilities as specified in the technical specifications of this Invitation for Bids. The goods shall be delivered in excellent condition ready for utilization and/or installation. Contractor shall assume all responsibility and liability incident to said delivery.

2.17 DELIVERY

Delivery shall constitute the transfer of the supplies from the possession of the contractor to the possession of the RTA, as provided in this Invitation for Bids. Delivery shall be evidenced by a signed receipt issued by an authorized agent of the RTA.

2.18 CERTIFICATE OF CONFORMANCE

The Contractor shall submit with each shipment a Certificate of Conformance signed by an authorized Contractor's Representative, stating that the materials furnished to Regional Transit Authority (RTA) are in conformance with applicable requirements of the Contract, drawings and specifications, and that supporting documentation is on file and will be made available to RTA or Federal Transit Representatives upon request. Certifications shall include name of Contractor for materials being supplied, quantity shipped, lot number, and Contract Number. An example of an acceptable statement of conformance is as follows:

“This is to certify that all items are noted in conformance with the Contract, drawings, specifications, and other applicable documentation.”

2.19 ACCEPTANCE

Within a reasonable time after delivery, the RTA, its agents or assigns will conduct acceptance inspection. Acceptance shall be conditioned upon satisfactory results of such

inspection, promptly communicated in writing to the Contractor, subject however, to revocation upon discovery of defects.

2.20 QUALITY INSPECTION

All goods and services installed and supplied shall be good quality and free from any defects, and shall at all times be subject to RTA's inspection; but neither RTA's inspection nor failure to inspect shall relieve Contractor of any obligation hereunder. If, in RTA's opinion, any goods or service (or component thereof) fails to conform to specifications or is otherwise defective, Contractor shall promptly replace or correct same at Contractor's sole expense. No acceptance or payment by RTA shall constitute a waiver of the foregoing, and nothing herein shall exclude or limit any warranties implied by law.

2.21 CORRECTION BY CONTRACTOR

After non-acceptance of the work, the Contractor shall begin implementing correction procedures within five (5) calendar days after receiving notification from the RTA. The RTA will make the site timely with Contractor's correction schedule. The Contractor shall bear all expense incurred to complete correction of the work after non-acceptance, and Contractor shall diligently implement correction procedures.

2.22 MATERIALS/ACCESSORIES RESPONSIBILITY

The Contractor shall provide and warranty all parts materials, equipment and workmanship associated with the supplies and related materials and equipment used, whether the same are manufactured by the Contractor or purchased from suppliers.

2.23 UNAVOIDABLE DELAYS

If completion of the work furnished under this contract should be unavoidably delayed, the RTA may extend the time for satisfaction of the Contractor's obligations pursuant thereto for a number of days determined by RTA to be excusable due to unavoidability. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence or mistakes of the Contractor, the Contractor's suppliers or their agents and was substantial and in fact caused the Contractor to miss completion dates and could not adequately have been guarded against by contractual or legal means.

2.24 NOTIFICATION OF DELAY

The Contractor shall notify the RTA as soon as the Contractor has, or should have, knowledge that an event has occurred or will occur which will delay progress or completion. Within five (5) days there from, the Contractor shall confirm such notice in writing furnishing as much detailed information as is available.

2.25 REQUESTS FOR EXTENSION

The Contractor agrees to supply, as soon as such data are available, any/all reasonable proof required by the RTA to make a decision relative to any request for extension. The RTA shall examine the request and any documents supplied by the Contractor, and RTA shall determine if the Contractor is entitled to an extension and the duration of such extension. The RTA shall notify the Contractor of this decision in writing. It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation, and shall not be reimbursed for losses on account of delays resulting from any cause under this provision.

2.26 ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. sections 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794; section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. section 1612; and the following regulations and any amendments thereto:

- (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (c) U.S. DOT regulations, "American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- (d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (f) General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (g) Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provision of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

- (i) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. Part 609.

2.27 APPLICATION OF FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

(a) Federal Laws and Regulations

The Federal requirements (laws, regulations policies, and related administratively) contained in this contract may change (from time to time) after the date the contract has been executed. Any changes in federal requirements shall apply to this contract and be incorporated therein.

(b) State or Territorial Law and Local Law

This contract shall be entered into in the State of Louisiana and shall be governed and/or construed in accordance with the laws and jurisprudence of the State of Louisiana, except to the extent that a Federal Statute or regulation preempts State or territorial law.

2.28 CONTRACT PERIOD

THE TERM OF THIS CONTRACT SHALL BE SET FORTH IN THE CONTRACT AGREEMENT.

2.29 NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

2.30 FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between RTA and FTA, as they may be

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

2.31 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

2.32 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

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

2.33 GEOGRAPHIC RESTRICTIONS

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

2.34 CONFIDENTIALITY

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

2.35 DISPUTES

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Director of Procurement. The decision of the Director of Procurement shall be final and conclusive unless within [seven (7)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Chief Executive Officer of RTA. In connection with any such appeal, the Contractor may be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Chief Executive Officer of RTA shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

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

Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the RTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Louisiana.

Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the RTA, (its agents or assigns) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

2.36 OWNERSHIP OF DOCUMENTS

Any documents, reports or data generated by the Contractor in connection with this project shall become the sole property of the RTA, subject to any rights asserted by FTA of the U.S. Department of Transportation. The Contractor may retain copies of such items for its files. The Contractor shall not release any documents, reports or data from this project without prior written permission from the RTA.

2.37 STATE AND LOCAL LAW DISCLAIMER

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

2.38 PARTICIPANT INFORMATION FORM

All participants and their subcontractors are required to submit a completely executed, Participant Information Form available on <http://www.norta.com>.

2.39 NON-COLLUSION AFFIDAVIT

The Non-Collusion Affidavit is a required submittal. The necessary form is available on <http://www.norta.com>.

2.40 REGIONAL TRANSIT AUTHORITY GENERAL PROVISIONS

The Regional Transit Authority's General Provisions shall apply to this solicitation and resulting contract.

2.41 PROJECT SIGNS

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

2.42 DAVIS BACON ACT

Minimum Wages

(a)

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 regulation 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 into 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 (a) (1) (iv) of 29 CFR 5.5; 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 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 record accurately set forth the time spent in each classification in which the work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a) (1) (ii) of 29 CFR 5.5 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.

(b)

(1) 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:

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

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

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

(2) 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 to the contracting officer to the administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 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.

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

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a) (1) (B) or (C) of 29 CFR 5.5, 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.

(c)

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.

(d)

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 asset for the meeting of obligations under the plan or program.

WITHHOLDING

The RTA 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, trainee, and helpers, employed by the contractor 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 this 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, RTA 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

(a)

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 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 reasonable 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 costs 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.

(b)

(1) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the RTA. The payrolls submitted shall set out accurately and

completely all of the information required to be maintained under 5.5 (a) (3) of regulation, 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, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) 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:

(a) 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.

(b) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid in 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.

(c) 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.

(3) 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 29 CFR Section 5.5.

(4) 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.

(c) The contractor or subcontractor shall make the records required under paragraph (a) (3) (i) of 29 CFR Section 5.5. available for inspection, copying, or transcription by authorized representatives of DOT 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 Section 5.12.

APPRENTICES AND TRAINEES - APPRENTICES

(a) 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

vide 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, which is not registered or otherwise employed as state 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 ration permitted under the registered program shall be paid not less 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 rates specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman's 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, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits 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.

(b) Trainees. Except as provided in 29 CFR Section 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. 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's 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 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's 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 even the Employment and Training Administration withdraws approval of a training 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.

(c) 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 18 U.S.C.874 and 29 CFR Part 3, which are incorporated by reference. This act provides that each contractor or subgrantee shall be prohibited from inducing, by any means any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

SUBCONTRACTS

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

CONTRACT TERMINATION: DEBARMENT

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

COMPLIANCE WITH DAVIS-BACON RELATED ACT REQUIREMENTS

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

DISPUTES CONCERNING LABOR STANDARDS

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

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

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

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

III. SPECIAL CONDITIONS

3.1 LAYOUT OF THE WORK

The Contractor shall satisfy himself a to the accuracy of all measurements and grades before constructing any permanent items and/or structures and shall without delay notify the RTA of the project where a question of layout error has been raised. By proceeding with the work, the Contractor agrees to the correctness and accuracy of the layout and accepts responsibility for the finished work complying with the contract documents.

3.2 MONITORING AND EVALUATION OF PROJECT ACTIVITIES

The execution of the contract by the Contractor shall be subject to monitoring and evaluation by a person or persons designated by the RTA. In the event the aforesaid person or persons determines that the Contractor is not performing the contracted services in a satisfactory and proper manner, the Contractor shall be subject to the Termination for Default clause in this document.

3.3 RTA REQUIREMENTS

Unearned payments under this Contract may be suspended or terminated upon the Contractor's refusal to accept any additional conditions that may be imposed by the RTA or FTA at any time; or if the grant to RTA from FTA is suspended or terminated.

3.4 INTEREST OF CONTRACTOR

Contractor covenants that it presently has no interest and shall acquire no interest, direct or indirect, which would conflict in any manner or degree with the performance of the services called for under this contract. Contractor further covenants that in the performance of this contract no person having any such interest shall be employed.

3.5 DRAWINGS

A. The originals of the Contract Documents, including drawings, shall remain the property of the RTA and neither the originals nor any copies shall be used on any other project.

B. The RTA will review and take appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data, and Samples for conformance with the design concept. All contractor submittals, including, but not limited to, the aforementioned shall be submitted to the RTA in hard copy and electronic format.

C. Any reference to standards (such as ASTM-American Society for Testing and Materials), where the date is not specified, shall mean the latest edition of such standards published prior to the date of the Specification, in accordance with the abbreviations referred to in the Technical Provision. Where such a reference is made, the applicable standard is hereby made a part of the specification which refers to it to the same extent as if written out in that specification in full.

3.6 REGIONAL TRANSIT AUTHORITY ("RTA")/PROJECT MANAGER

A. The RTA will appoint a Project Manager to view and report on the installation process. The Project Manager will act as liaison between Contractor and the RTA. The Project Manager will render interpretations and shall be empowered to make field changes within the scope of the Contract Documents. The Project Manager shall have access to the site at all times.

B. If the Contractor fails to correct defective work or continually fails to carry out the work in accordance with the Contract Documents, the RTA, by written order, may order the Contractor to stop the work, or any portion thereof.

C. If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents, then Contractor shall be subject to the TERMINATION FOR DEFAULT provisions of this document.

D. The RTA shall record the Contract between RTA and Contractor, and will advise Contractor of date, book, and folio numbers. Contractor will be responsible for all cost incurred by the RTA in the execution of the Contract, including the Acceptance and Lien and Privilege Certificate. This shall include all fees and/or expenses of the Notary Public.

3.7 CONTRACTOR'S RESPONSIBILITIES

A. The Contractor shall study the contract Documents and shall report to the RTA any inconsistencies or omissions that may be discovered. The Contractor shall not be liable to the RTA for any damage resulting from such omissions in the Contract Documents.

B. The Contractor shall not perform any portion of the work without the Contract Documents and shall use only shop drawings and Product Data which have been reviewed by the RTA.

C. The Contractor shall verify at the site all measurements relating to his work. If any discrepancy is found to exist between measurements given in the drawings and actual job or field dimensions, the Contractor shall notify the RTA prior to proceeding with any part of the work affected by such discrepancy. The Contractor will be fully responsible for using only drawings of the very latest dated revised sheets of record.

D. After reporting to the RTA any error, inconsistency or omission discovered in the Contract Documents, the Contractor shall not proceed with any work so affected without the RTA's written decision.

E. In case of inconsistencies in the Specifications, or the Drawings, or between the Specifications and Drawings, the RTA will determine which requirement will be the most consistent with design intent.

F. Unless otherwise provided in the Contract Documents, the Contractor shall provide and include in the scope of his work and in the Contract Sum all labor, materials, equipment, tools,

machinery, utilities, transportation, and all other facilities and services necessary for the proper execution and completion of the work.

G. All materials which form a part of the work required to be executed under these Specifications must conform in all respects with the standard requirements named herein, or to other materials which have been submitted to the RTA and have received RTA approval.

H. Unless otherwise specified, all material shall be new, and both workmanship and materials shall be good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

I. Wherever a material, article or piece of equipment is identified on the Drawings, or in the Specifications by reference to manufacturer's or vendor's name, trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard, and any materials, article or piece of equipment of other manufacturers or vendors which will perform adequately within the duties imposed by the general design will be considered provided the material, article, or piece of equipment so proposed is, in the opinion of the RTA, of equal substance, appearance and function, and that all technical data for the proposed substitution are submitted to the RTA for approval in accordance with the requirements of the Contract Documents.

J. The term "Or Equal" or "Or Approved Equal", shall mean, "In the opinion of the RTA", who shall make final decision on all equivalent materials or Products submitted by the Bidders. Should a Bidder desire to substitute a process, article, etc. other than those specified, he must submit the proposed substitute to the RTA, in compliance with the BIDDER REVIEW PROCEDURES.

K. After award of the contract, and prior to use of any equal process, article, etc., the Contractor shall obtain written approval from RTA that such process, article, etc. is an approved equal. The Contractor shall assume responsibility for the proper performance of materials or products submitted as "equal" to those specified. When it is necessary that electrical or plumbing services or other related work be changed as a result of substitution, such alternate method of installation must be approved by the RTA, in writing, and all such changes be included with the substitution at no extra cost to RTA.

L. In all cases the burden of proof that the proposed product offered for substitution is equal or superior in construction and efficiency to that named in the Contract shall rest on the Bidder/Contractor and unless the proof is satisfactory to the RTA, the substitution will not be approved.

M. The Contractor shall secure all written warranties, guarantees, and manuals required in the Specifications and shall deliver them to the RTA (as stated above, in both an electronic and hard copy format) at the completion of the work. Warranties on manufactured items shall be by the manufacturer to the RTA.

N. NOT USED.

O. The Contractor shall submit verification of building permits or certificates required to the RTA before the work is commenced.

P. Upon award of Contract, unless otherwise specified, the Contractor shall take immediate steps to notify all Public Utilities and other interested parties of the requirements of the Work, making necessary arrangements with these companies for the removal or rearrangement of any wires, poles, pipes, conduits, vaults, sewers, drains, catch basins, service lines, utilities and similar facilities, both overhead and underground, to accommodate in a proper manner the Work which, to the fullest extent possible, the RTA has indicated the scope and cost of such work in the Contract Documents. The Contractor shall pay for all replacement, removal, rerouting, relocation or alteration of existing facilities that are within the property limits and are necessary to carry out the Work or to conform to the new conditions necessitated by the Work.

Q. The contractor shall secure and pay for the building permit and all other permits, licenses, inspections, and testing necessary for the proper execution and completion of the Work.

R. It is the Contractor's responsibility to give all notices, comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

S. The Contractor shall enforce discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not qualified in the task assigned to Contractor.

T. The Contractor shall be responsible for making certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If the Contractor observes that any of the Contract Documents are variance therewith in any respect, he shall promptly notify the RTA in writing, and any necessary changes shall be accomplished by appropriate change order.

U. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, Contractor shall bear responsibility therefore and shall bear all costs attributable thereto.

V. The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplies for such amounts and by such persons as the RTA may direct, unless otherwise provided in the Contract Document.

(a) These allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes;

(b) The Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance;

(c) Whenever the cost is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.

W. The Contractor shall maintain at the site for RTA one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during installation, including Shop Drawings, Product Data and Samples.

X. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work. Samples are physical examples which illustrate materials equipment or workmanship and establish standards by which the Work will be judged.

Y. The Contractor shall revise as necessary and submit, with reasonable promptness and in such sequence as to cause no contractor delay, all Shop Drawings, Product Data and Samples required by the Contract Documents. It shall be the Contractor's duty to have subcontractors provide all necessary details in such numbers as indicated, for review by the RTA, and the Contractor shall make sure that the stamp of review is on details before these are used on the job. All work not in accordance with the approved shop drawings and/or samples shall be rejected and must be removed from the site without delay.

Z. By reviewing and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto or will do so, and that he has checked and coordinated the information contained with such submittals with the requirements of the Work and of the Contract Documents.

AA. Any and all shop drawings used for the fabrication and/or installation of any equipment or materials in connection with this project must bear the proper review stamps of both RTA and the General Contractor. Failure to meet this requirement will be grounds for rejection of the work involved.

BB. The Contractor shall not be relieved of responsibility for deviation from the requirements of the Contract Documents by the RTA's review of Shop Drawings, Product Data or Samples, unless the Contractor has specifically informed the submission and the RTA has given written approval to the specific deviation.

CC. No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been reviewed and found acceptable by the RTA.

DD. Upon completion of the work all documents developed by the Contractor to record all changes made during installation, shall be delivered to the RTA.

EE. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

FF. The RTA shall have the right to use all portions of the site.

GG. The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

HH. The Contractor shall not damage or endanger any portion of the Work or the work of the RTA or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the RTA or any separate contractor except with the written consent of the RTA and of such separate contractor. The contractor shall not unreasonably withhold from the RTA or any separate contractor his consent to cutting or otherwise altering the Work.

II. The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, equipment, machinery and surplus materials. If the Contractor fails to clean up at the completion of the Work, the RTA may do so as provided in these documents and the cost thereof shall be charged to the Contractor.

JJ. Except where the RTA specifically grants use of existing facilities for use by the Contractor, he shall provide and maintain temporary utilities, he shall provide and maintain sanitary temporary toilets to be located where directed. Said toilets shall be enclosed, weather proofed, and shall be kept in a sanitary condition at all times and shall meet all requirements of local regulations. At completion of the work, the temporary toilets shall be removed. Contractor shall comply with all health regulations of the State Board of Health. Contractor is to provide sufficient storage space by shed buildings for materials which might be damaged through exposure to weather and such sheds as needed for tools, etc. Contractor shall maintain access road and safety fences as required and shall leave site in first class condition at completion of contract. He shall place all necessary guards and barricades at the job and, at night, he shall maintain suitable and sufficient lights until Date of Substantial completion of the work.

KK. The Contractor shall comply with all laws of the State of Louisiana and local ordinances regulating the employment of labor upon public work, and in particular, Louisiana Revised Statute 38:2185 et. seq.

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

3.8 SUBCONTRACTORS

A. The Contractor within three (3) days of receipt of the Notice of Award shall furnish the RTA, in writing, the names of the persons, entities, materials suppliers, and fabricators proposed for each principal portion of the work. The furnished identification will not include any such persons, entities, materials suppliers and fabricators previously identified in Contractor's bid as DBE sub-contractors or suppliers unless Contractor proposes to replace a previously identified DBE participant the RTA shall promptly notify the Contractor of any proposed person or entity whom RTA has a reasonable objection after due investigation.

B. The Contractor shall not contract with any such proposed person or entity to whom the RTA has made reasonable objection. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection after due investigation.

C. The RTA's approval or disapproval of any Sub-contractor, person or organization will not relieve the Contractor of his responsibility for the work, nor will the approval of a particular subcontractor or person or organization be construed as approval of any particular process or materials.

D. The RTA will not undertake to settle any differences between the Contractor and either his subcontractor, or a person or organization with whom they have contracted.

E. By an appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contract all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the RTA. Said agreement shall preserve and protect the rights of the RTA under the Contract Documents with respect to the Work to be performed by the Subcontractor. The Subcontractor shall have the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the RTA. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. The Contractor shall make available to each proposed subcontractor prior to the execution of the Subcontract, copies of the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to his Sub-subcontractors.

3.9 WORK BY RTA OR BY SEPARATE CONTRACTORS

A. The RTA reserves the right to perform work related to the Project with RTA's own forces and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar conditions of the Contract. **CONTRACTOR AGREES AND UNDERSTANDS THAT THIS PROJECT MAY BE PERFORMED CONCURRENTLY WITH OTHER WORK AT THIS JOB SITE.**

B. The Contractor shall afford the RTA and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.

C. If any part of the Contractor's Work depends for proper execution or results upon the work of the RTA or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the RTA any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute in acceptance of the RTA's or separate contractors' work as fit and proper to receive his Work, except as to defects which may subsequently become apparent in such work by others.

D. Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore.

E. Should the Contractor wrongfully cause damage to the work or property of the RTA, or any other separate contractor, the Contractor shall promptly remedy such damage. If such separate contractor sues the RTA on account of any damage alleged to have been caused by the Contractor, the RTA shall notify the Contractor who shall defend such proceeding and if any judgment or award against the RTA arises therefrom the Contractor shall pay or satisfy it and shall reimburse the RTA for any attorneys' fees and court or arbitration costs which the RTA has incurred.

F. If a dispute arises between the Contractor and any separate contractors as to their responsibility for cleaning up, the RTA may clean up and charge the cost to the contractor responsible as determined to be just and fair by the RTA.

3.10 TIME

A. The contract time is the period of time, based on calendar days, allotted in the Contract Documents for Substantial Completion of the work, including authorized adjustments thereto.

B. The date of commencement of the Work is the date established in the Notice to Proceed issued to the Contractor by the RTA.

C. The Date of Substantial Completion of the Work or designated portion thereof is the Date when the work is sufficiently complete, in accordance with the Contract Documents, so the RTA can occupy or utilize the Work or designated portion thereof for the use for which it is intended.

D. Time is of the essence and completion of the work must be within the time stated in the contract, subject to such extensions as may be granted. The Contractor agrees to commence work no later than ten (10) calendar days after the date of written Notice to Proceed from the RTA and to substantially complete the project within the time stated in the Contract. The Contractor shall proceed with the work expeditiously with adequate forces and shall take whatever action necessary to achieve substantial completion within the contract time. The RTA shall suffer financial loss if the Project is not substantially complete in the time set forth in the Contract Documents. The Contractor and his Surety, where applicable, agree that the RTA may deduct the sum of Five-Hundred Dollars (\$500.00) from the amount of compensation to be paid him for each day after the scheduled completion time, Sundays, and Holidays included, that the work remains incomplete. This amount is agreed upon as the proper measure of the liquidated damages which the RTA will sustain per day, by the failure of the Contractor to complete the work at the stipulated time, and is

not to be construed in any sense, as a penalty. The expiration of the time stipulated without the work having been completed shall in itself constitute a default without the necessity of any notice being given to the Contractor or his surety.

E. If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the RTA, its employees, agents or assigns or by any separate contractor employed by the RTA, or by changes ordered in the Work, or by labor disputes, fire, unusual, documented, delay in transportation, unavoidable casualties, or any causes beyond the Contractor's control (except for weather conditions) or by any other cause which the RTA determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the RTA may determine.

F. Any claim for extension of time shall be made in writing to the RTA in order for them to be considered; otherwise it shall be waived. In case of continuing delay only one claim is necessary. All claims for extension of time are subject to the approval of the RTA.

G. Forces employed and rate of progress must be sufficient for the work as scheduled. If at any time the work lags, sufficiently increased forces and hours shall be used to maintain the schedule.

H. The completion date for this project shall be established by the number of days stipulated in the Contract Documents and liquidated damages shall be assessed for every day beyond that date. If, however, the Contractor requests an extension of time beyond that date and the request is made in writing and if it is granted by the RTA, the date on which liquidated damages shall be assessed shall be altered accordingly.

I. If the delivery of the equipment and the completion of the work to be furnished under this contract should be unavoidably delayed, the RTA shall extend the time for completion of the contract for the determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence or mistakes of the Contractor, the Contractor's suppliers or their agents and was substantial and in fact caused the Contractor to miss the completion date and could not adequately have been guarded against by contractual or legal means.

It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation, and shall not be reimbursed for losses on account of delays resulting from any cause under this provision.

J. Time extensions will not be allowed for adverse weather conditions.

K. All Claims, disputes and other matters in question between the Contractor and the RTA arising out of, or relating to the Contract Documents or breach thereof, site conditions, or any and all other conditions, shall be made in writing to the RTA by the Contractor within twenty-four hours of the occurrence causing such claim or dispute and, unless otherwise specifically agreed in writing by the RTA, the Contractor shall continue with the work and maintain its progress during pursuit of resolution of any and all claim(s), and the RTA shall continue to make payments to the contractor

in accordance with the Contract Documents. Under no condition shall the Contractor stop or delay the work as result of any claim(s). It is agreed that failure to carry on the work and maintain its progress places the Contractor in breach of the contract and that the RTA may then avail itself of any and all legal remedy including termination of the contract.

3.11 PAYMENTS AND COMPLETION

A. The Contract Sum is stated in the RTA-Contractor Agreement and, including authorized adjustments thereto, is the total amount payable by the RTA to the Contractor for the performance of the work under the contract.

B. Every thirty (30) days, the contractor may submit a progress payment invoice to the RTA. The invoice must contain sufficient documentation to justify the payment requested. Payment of such invoiced amounts shall be subject to the acceptance by RTA and retainage. The RTA will, within thirty (30) days after receipt of the Contractor's invoice, either make payment in full subject to retainage or notify the Contractor in writing RTA's reasons for withholding a payment or a portion thereof.

C. The RTA shall prepare and record the Acceptance, and the Contractor shall furnish to the RTA a clear lien Certificate from the Recorder of Mortgages forty-five (45) days after recordation of Acceptance.

D. For contracts under five hundred thousand dollars, RTA shall retain 10% of the total contract value, as amended, until final acceptance and completion of all work covered under the contract to include Contractor's satisfactorily discharging its warranty obligations. For contracts equal to or greater than five hundred thousand dollars, RTA shall retain 5% of the total contract value.

E. After final acceptance of the work and expiration of the forty-five (45) day lien period and submission to the RTA of a clear lien certificate, Contractor may submit an invoice for payment of the retainage. Upon RTA's determination that Contractor has satisfactorily discharged all obligations RTA shall make payment of the retainage within thirty (30) days.

F. The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the RTA, out of the amount paid to the Contractor on account of such Subcontractor' Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall by an appropriate agreement with each Subcontractor, require each Sub-subcontractor to make payments to his Sub-subcontractors in a similar manner.

G. The RTA may, on request, and at RTA's discretion furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the RTA on account of Work done by such Subcontractor.

H. The RTA shall not have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

I. When applying for payment, the Contractor shall submit to the RTA an original hard copy and an electronic copy in PDF of this invoice and all required documentation in order to receive consideration.

J. If, after substantial completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion, and RTA concurs, the RTA shall, upon application by the Contractor and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, then no payment shall be made.

K. The making of final payment shall constitute a waiver of all claims by the RTA except those arising from:

1. unsettled liens,
2. faulty or defective Work appearing after Final Acceptance.
3. failure of the Work to comply with the requirements of the Contract Documents, or
4. terms of any special warranties required by the Contract Documents.

The acceptance of final payment shall constitute a waiver of claims by the contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

L. Should there be any defects in labor, material or installation which were not previously discovered, and/or which have not been corrected by the time payment is due, the RTA may, if RTA wishes, withhold from the payment sufficient funds to cover the cost of making such corrections.

M. Contractor shall submit to RTA an original and three copies of all warranties, guarantees, and maintenance manuals.

3.12 PROTECTION OF PERSONS AND PROPERTY

A. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs. He shall take all reasonable precautions for the safety and shall take all reasonable steps to prevent damage, injury, or loss of work itself and all material and equipment incorporated; other property at the site or adjacent thereto, and all employees or other persons affected by the Work.

B. The Contractor shall give all notices and comply with all applicable law, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property on their protection from damage, injury or loss.

C. The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including displaying danger signs

and other warnings against hazards, promulgating safety regulations, notifying owners and users of adjacent utilities.

D. When the use or storage of hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

E. The Contractor shall be entirely responsible for the Work under his contract until acceptance as substantially complete. Until completion and acceptance of the Work, Contractor shall be responsible for the proper repair or replacement of all damage, scarred, broken, cracked or defective parts or portions of the Work, including materials fixtures and equipment furnished by Contractor, suppliers, subcontractors, or their subcontractors.

F. The Contractor shall be responsible for the adequate strength and safety of all scaffolding, staging and hoisting equipment and for temporary shoring and bracing.

G. The Contractor shall comply with applicable safety and health regulations for construction published and in force as of the bid date by the Department of Labor, Bureau of Labor Standards, and any subsequent regulations issued by Department of Labor requiring compliance with the Occupational Safety and Health Act of 1970.

H. The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the RTA.

I. The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

J. In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided elsewhere in these Contract Documents.

K. The RTA requires Contractor to comply with federal training and qualification requirements of workers on the rail transit right-of-way per 49 CFR Part 214. Contractor understands and acknowledges that all workers on the rail transit right-of-way must receive training in the on-track safety procedures associated with the assignment and demonstrated the ability to fulfill the assigned responsibilities. Contractor's workers on the rail transit right-of-way must receive training and qualification before commencing work. Contractor must submit documentation of qualification to RTA's Project Manager before commencing work. This documentation must include the name of the employee, the type of qualification, and the most recent date of qualification. Contractor must keep this documentation available for inspection by the Federal Railroad's State Safety Oversight Agency during regular business hours.

3.13 MAINTENANCE OF NEIGHBORHOOD, PEDESTRIANS AND VEHICULAR TRAFFIC

A. The Contractor shall conduct his work with the least possible obstruction of traffic. The convenience of the public and of the residents adjacent to the Project, and the protection of persons and property, are of first importance and shall be provided for by the Contractor in an adequate and satisfactory manner. Adequate temporary crossings shall be constructed and maintained where necessary to provide access to adjacent property, and fire hydrants shall be kept accessible.

B. When vehicular or pedestrian traffic, or both, is to be maintained over existing highways within the limits of the Project, the Contractor shall plan and carry out his work to provide for the convenient and safe passage of such traffic. Roadways within the limits of the Project which are reserved for traffic shall be maintained by the Contractor free from obstructions and in a smooth riding condition at all times.

C. Contractor shall erect or place, and maintain in good condition, appropriate and adequate barricades, warning signs, lights, flares approved red flashing electric flasher units, rubber cones and other warnings and danger signals and devices against hazards. At working sites, closed roads, intersections, open excavations, locations of material storage, standing equipment and other obstructions; at points where the usable traffic width of the road is reduced; at points where traffic is deflected from its normal course of lanes; and other places of danger to vehicular or pedestrian traffic or to completed work.

D. When performing work above vehicular or pedestrian traffic the Contractor shall provide the necessary devices and means to protect such traffic from falling construction materials and other objects and from painting operations, during the time construction work is carried on above traffic. When a detour is established, the Contractor shall make arrangements for establishing, maintaining, and signing for it, provide safety measures as are necessary to provide traffic guidance and protection, and assume the cost thereof.

E. Contractor shall employ construction methods and means that will keep flying dust to the minimum. Contractor shall provide for the laying of dust on the Project, and on roads, streets and other areas immediately adjacent to the Project limits, wherever traffic or buildings that are occupied or in use are affected by such dust.

F. Contractor shall provide for prompt removal from existing roadways of dirt or other materials that have been spilled, washed, tracked or otherwise deposited thereon by his hauling and other operations.

3.14 PROTECTION OF PRIVATE PROPERTY

The Contractor shall not enter on or make use of private property in the prosecution of the Project unless written permission therefore is secured, in duplicate, from the owner, one copy shall be filed with the RTA. The Contractor shall promptly restore or repair, without cost to RTA and in a manner satisfactory to the Owner, property damaged or destroyed by his operation. Special attention shall be given to the protection of existing landscape features and natural vegetation.

3.15 PROTECTION OF PUBLIC UTILITIES

A. The terms public utility or public utilities used in this Paragraph shall be construed to include those publicly and privately owned.

B. The Contractor shall carry out his work carefully and skillfully and shall support and secure public utility facilities so as to avoid damage to them. Flow in drains and sewers shall be satisfactorily maintained. Contractor shall not move any public utility facilities without the owner's written consent and, at the completion of the work, their condition shall be as safe and permanent as before. When public utility facilities are damaged by Contractor, Contractor shall notify their owner, who shall cause the damage to be repaired at the Contractor's expense. If the cost thereof is not paid by the Contractor within 30 days after repairs have been completed, the RTA shall retain an amount sufficient to cover the cost from any monies due or that may become due the Contractor under this Contract. Service connections damaged by the Contractor shall be repaired by competent skilled mechanics.

3.16 PROTECTION OF EXISTING MONUMENTS

Existing monuments and title stones which need not be removed shall be left in place and protected by the Contractor against damage and dislocation. When relocation or change in the grade of existing monuments is necessary, they shall be protected in their original position until their removal is approved by the RTA, and shall be reset when directed and in conformance with the new lines and grades to be furnished by Contractor. Monuments and title stones that are to be left in place or reset and are moved without the approval of the RTA shall be replaced at the Contractor's expense.

3.17 ARCHEOLOGICAL FINDINGS

When the Contractor's excavating operations encounter prehistoric remains or artifacts of historical or archeological significance, the operations shall be temporarily discontinued in that area. The RTA will consult archeological authorities and determine the disposition of the remains or artifacts.

The Contractor agrees that he will make no claim for additional payment because of any delays or alteration of his procedure due to removal of any such remains or artifacts for the first 20 days of such delay. Thereafter and beginning on the 21st day such delay shall be governed by the provision of this contract for Change Orders.

3.18 UNCOVERING AND CORRECTION OF WORK

A. If any portion of the Work should be covered contrary to the request of the RTA or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the RTA, be uncovered for RTA's observation and uncovering and replacement shall be at Contractor's expense.

B. If any other portion of the Work has been covered which the RTA has not specifically requested to observe prior to being covered, the RTA may request to see such work and it shall be uncovered by the Contractor. If such work is found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the RTA. If such work is found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by the RTA or a separate contract in which event the RTA shall be responsible for the payment of such costs.

C. The Contractor shall bear all costs involved in promptly correcting any work rejected by the RTA as failing to conform to the Contract Documents.

D. If, within one year after the Date of Final Acceptance of the Work or designated portion thereof or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the RTA to do so unless the RTA had previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The RTA shall give such notice promptly after discovery of the condition.

E. If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the RTA, the RTA may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the RTA may upon ten (10) additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor.

If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the RTA.

F. If the RTA prefers to accept defective or non-conforming Work, RTA may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

3.19 WARRANTY OF WORK AND RETAINAGE AFTER FINAL PAYMENT

The Contractor shall warrant all work and materials to be in full and complete accordance with the Contract and all drawings, specifications, addenda and requirements appertaining thereto and that all work and materials are free from any and all defects and imperfections, and fully suitable for the use and purposes for which each and every part is intended. The Contractor also agrees that, should any defect develop or appear which the RTA finds was not caused by improper use,

the Contractor shall promptly, upon demand, fully correct, substitute and make good any such defective material without any additional cost to the RTA and will save the RTA harmless against any claim, demand, loss, or damage by reason of any breach of this warranty.

The period of warranty shall commence on the date that the RTA notifies the Contractor that the Acceptance Testing is complete and the system is acceptable as constructed. This shall be the date of Final Acceptance.

The warranty shall continue to be in full force and effect for the period of one (1) year, except for those items for which a longer or shorter period of warranty is specifically stated herein, or in the Technical Warranties for work stated in Technical Sections shall continue in full force and effect for the respective periods expressly stated.

For contracts less than Five Hundred Thousand dollars (\$500,000.00), Ten percent (10%) of the value of all the work shall be retained by the RTA, and for contracts equal too or greater than Five Hundred Thousand dollars (\$500,000.00), Five percent (5%) shall be retained to guaranty the fulfillment of the Contractor warranty obligation. The retainage shall be paid back to the Contractor forty-five (45) days after final acceptance of the work by the RTA if RTA has deemed the Contractor is satisfactorily discharging its warranty obligations.

3.20 GENERAL SUMMARY OF THE WORK

The project consists of the construction work described in the contract documents.

The work of this contract, except as otherwise specified included all labor, materials, equipment and facilities necessary to produce the required result, all transportation and services, and all materials and equipment incorporated and intended to be incorporated in such results. The work includes all fees, taxes, permit costs, insurance premiums, and costs for overhead, superintendent, temporary facilities, and other direct and indirect costs and expenses incidental to the performance of the work.

3.21 PROJECT MEETINGS

Progress meetings will be held whenever necessary during construction period. The RTA will establish the day and date of meeting. Meetings will be held as progress of work dictates. Attendance requirements are as follows:

1. RTA's Representative
2. Prime Contractor
3. Subcontractors as pertinent to agenda

Items to be discussed beyond the scope of the following will be established by mutual consent of RTA and Contractor. Agenda will consist of, but not limited to, the following:

1. Review work progress
2. Note field observations, problems and decisions

3. Identify problems which impede planned progress
4. Develop corrective measures and procedures to regain planned schedule
5. Revise installation schedule as indicated
6. Review submitted schedules
7. Maintaining of quality and work standards
8. Review changes proposed by RTA

3.22 CONTRACTOR SUBMITTALS - GENERAL

The Contractor shall check and verify all field measurements.

Reproducible tracings made from Contract Drawings will not be permitted. The first submittal of shop drawings to the RTA for review shall consist of an electronic submittal and, also, blue or black line prints made from the original shop drawing tracing.

All prints used by the Contractor in connection with the items detailed on the shop drawings must be made from the original bearing the RTA's review stamp "NO EXCEPTIONS TAKEN".

3.23 CONTRACTOR SUBMITTALS - PROJECT DATA

Contractor shall provide manufacturer's standard schematic drawings with modifications to delete information which is not applicable to Project. Supplement standard information to provide additional information applicable to Project. Provide manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data. Clearly make each copy to identify pertinent materials, products or models, showing dimensions and clearances required, performance characteristics and capacities. This is required for both the electronic and hard copy submittal.

3.24 CONTRACTOR SUBMITTALS - SAMPLES

Contractor shall provide all office samples of sufficient size and quantity to clearly illustrate: Functional characteristics of product of material with integrally related parts and attachment devices. Full range of color or texture of samples. This is required for both the electronic and hard copy submittal.

3.25 CONTRACTOR SUBMITTALS - RESPONSIBILITIES

Review shop drawings, project data and samples prior to submission and verify field measurements, field construction criteria, catalog numbers and similar data.

Notify RTA in writing at time of submission of deviations in submittals from requirements of Contract Documents

Submittals shall include: Date and revision dates, project name, field dimensions, clearly identified as such, identification of deviation from Contract Documents (if any) Contractor's stamp, initialed certifying to review of submittal, verification of field measurements and compliance with Contract Documents. This is required for both the electronic and hard copy submittal.

3.26 QUALITY CONTROL REFERENCE STANDARDS

Industry standards names in the Technical Specifications as "Reference Standards" are hereby specifically made a part of such Technical Sections with the same force and effect as though set forth in full.

3.27 QUALITY CONTROL - REPAIRS AND PATCHING

Include all required patching of all surfaces and all incidental repairs and refinishing necessary to make good damage caused as a result of the Work of this contract.

3.28 QUALITY CONTROL – INSTALLATIONS

Manufactured and fabricated items shall be installed in accordance with the printed instructions of the manufacturer. Conflicts between such printed instructions and requirements of these specifications shall be brought to the attention of the RTA for resolution prior to installation.

3.29 MATERIALS AND EQUIPMENT - PERMANENT

The Contractor may utilize the permanent equipment which he furnishes under the Contract, but any equipment so used shall be turned over to the RTA in the condition required by the specifications. Expendable items shall be replaced with new materials.

3.30 PROJECT CLOSE OUT - GENERAL

This section includes Substantial Completion Review and Final Acceptance Review, and the delivery to the RTA of the following: Guarantees and Warranties, Operation and Maintenance Tools, Operation and Maintenance Manuals, Keys, Record Documents, AS-Built Drawings and other related items necessary to complete project as indicated by the Contract Documents.

3.31 PROJECT CLOSE OUT - COMPLETED PUNCH LIST

When the project nears completion, the Contractor shall prepare a list of items to be completed or corrected.

3.32 PROJECT CLOSE OUT - PROJECT NOT COMPLETED

If the RTA does not concur in the Contractor's claim of Completion, RTA shall review with the Contractor the items which remain incomplete, and a subsequent inspection shall be scheduled when the Contractor has completed all incomplete items which are preventing the RTA from initiating final acceptance testing.

3.33 PROJECT CLOSE OUT – REGULATORY AGENCIES

In no case shall the Contractor Claim Completion, or request inspections to determine the same, until all required inspections by various governmental regulatory agencies have been made, and certificates determining compliance with governing codes and regulations have been delivered to the RTA.

3.34 PROJECT CLOSE OUT - GUARANTEES AND WARRANTIES

Contractor shall provide Guarantees and Warranties for all work and for all operating equipment as called for in various Paragraphs of the Technical Specifications. Guarantee and Warranty period shall begin on the date of final acceptance.

3.35 PROJECT CLOSE OUT - MAINTENANCE ITEMS

Contractor shall provide operation and maintenance tools or loose removable items such as valve handles, levers, wrenches, spare parts, and all other such items furnished with equipment, or as called for in the Contract Documents, or as required for system maintenance.

3.36 PROJECT CLOSE OUT - MANUALS AND INSTRUCTIONS

Contractor shall provide Maintenance Manuals and Assembly Instructions for all operating equipment as called for in various Sections of the Contract Documents, or as required for system maintenance.

3.37 PROJECT CLOSE OUT - RECORD DOCUMENT

Prior to Final Inspection the Contractor shall deliver all Record Documents to the RTA.

3.38 PROJECT CLOSE OUT - FINAL INSPECTIONS

Final inspection will be made by the RTA upon notification by the Contractor that all remaining work has been completed. If all work is acceptable and the Project appears to be complete, RTA shall commence acceptance testing within five (5) calendar days

IV. FEDERAL REQUIREMENTS

4.1 ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

- (1) RTA is a grantee of the FTA and as such in accordance with 49 C.F.R. 18.36(I), the Contractor agrees to provide the RTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- (2) Where the Purchaser is a State and is the RTA or a subgrantee of RTA in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including PMP 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. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- (3) Where the RTA enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, an hospital or other non-profit organization and is the FTA grantee or a subgrantee of the RTA in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the RTA, 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 RTA or a subgrantee of the RTA 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 RTA, 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 (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the RTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions thereto. Reference 49 CFR 18.39(i) (11).

4.2 BUY AMERICA

This Contract is subject to the Federal Transit Administration Buy America Requirements in 49 CFR 660. The bidder is required to submit a signed Buy America certification with the bid. If the bidder takes exception to the Buy America requirements a certificate of non-compliance must be signed and submitted with the bid. The necessary forms are available on <http://www.norta.com>. A waiver from the Buy America Provision may be sought by the RTA if grounds for the waiver exist. Section 165(a) of the Surface Transportation Act of 1982 permits FTA participation on this contract only if steel, and manufactured products used in the contract are produced in the United States.

4.3 PRE-AWARD AND POST-DELIVERY AUDITS

Federal funds may not be obligated unless steel, iron, and manufactured products used in the projects are produced in the United States, unless FTA has granted a waiver, or the product is subject to a general waiver. 49 U.S.C. Section (5323(j)/FAST Section 3011 domestic content percentage requirement for rolling stock for fiscal years 2018-2019 must have sixty-five percent domestic content and final assembly must take place in the United States. The Buy America Requirements, CFR Part 661.11(r), define final assembly as “the creation of the end product from individual elements brought together for that purpose through application of manufacturing processes.”

4.4 CARGO PREFERENCE

The Contractor Agrees:

- a. To utilize 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, materials, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels;
- b. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of 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, D.C. 20590 and to the RTA (through the prime contractor in the case of subcontractor's bills-of-lading).

- c. To include these requirements in all subcontracts issued pursuant to this contract when the contract may involve the transportation of equipment, material or commodities by ocean vessel.

4.5 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the RTA and understands and agrees that the RTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- (3) The Contractor agrees to comply with applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the RTA and understands and agrees that the RTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (4) 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.
- (5) **14 CFR § 1274.926 Clean Air-Water Pollution Control Acts.**

If this contract or supplement thereto is in excess of \$100,000, the Recipient agrees to notify the Agreement Officer promptly of the receipt, whether prior or subsequent to the Recipient's acceptance of this agreement, of any communication from the Director, Office of Federal Activities, Environmental Protection Agency (EPA), indicating that a facility to be utilized under or in the performance of this agreement or any subcontract thereunder is under consideration to be listed on the EPA "List of Violating Facilities" published pursuant to 40 CFR 15.20. By acceptance of agreement in excess of \$100,000, the Recipient

 - (a) Stipulates that any facility to be utilized thereunder is not listed on the EPA "List of Violating Facilities" as of the date of acceptance;
 - (b) Agrees to comply with all requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. 1857et seq. as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251et seq. as amended by Public Law 92-500) relating to inspection, monitoring, entry,

reports and information, and all other requirements specified in the aforementioned sections, as well as all regulations and guidelines issued thereunder after award of and applicable to the contract; and

(c) Agrees to include the criteria and requirements of this clause in every subcontract hereunder in excess of \$100,000, and to take such action as the Contracting or Grant Officer may direct to enforce such criteria and requirements.

4.6 CIVIL RIGHTS ACT

The following requirements apply to the underlying contract:

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

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

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

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

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

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

4.7 DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the RTA to ensure that DBE’s as defined in Part 26, have an equal opportunity to participate to receive and participate in DOT-assisted contracts. It is, also, our policy –

- (i) To ensure nondiscrimination in the award and administration of DOT assisted contracts;
- (ii) To create level playing field in which DBE’s can compete fairly for DOT assisted contracts;
- (iii) To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- (iv) To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBE’s;
- (v) To help remove barriers to the participation of DBE's in DOT assisted contracts;
- (vi) To assist the development of firms that can compete successfully in the market place outside the DBE program.

CONTRACTOR ASSURANCE. The contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

The **NORTA Small and Disadvantaged Business Enterprise Contract Compliance System** is powered by [B2Gnow](#) Software

Reporting requirements under the SBE and DBE programs are now simplified for vendors working on RTA projects with RTA's new Small and Disadvantaged Business Enterprise Contract Compliance System. Our new web-based software system is accessible to government compliance administrators, SBE's, DBE's, contractors and the public; and includes the following key features:

- Self-managed vendor accounts with unlimited users
- Communication with contractors via email, regarding compliance issues
- Online submission of contractor and supplier monthly Program Activity Reports, with automated tracking of DBE and SBE goals
- DBE and SBE firm online verification of payments
- Flexible reporting capabilities

*All RTA contract awarded vendors are required to register contract information including their subcontractor information into the B2GNOW database.

<https://norta.dbesystem.com>

It is the policy of Regional Transit Authority (RTA) of New Orleans as defined in 49 CFR Part 26 to create a level playing field on which DBEs can compete fairly for opportunities. Accordingly, the RTA has established a DBE Participation Goal of 14% for this solicitation.

Bidders on this solicitation must meet all of the requirements of 49 CFR Part 26 and the certification requirements of the Louisiana Department of Transportation and Development (LaDOTD). The DBE program requirements set forth in the Federal Disadvantaged Business Enterprise Program for the Regional Transit Authority of New Orleans shall apply to this solicitation.

In compliance with the RTA's DBE Policy and the federal regulations under 49 CFR Part 26, to be eligible for award of a contract, the contractor/prime bidder MUST either:

1. Meet the DBE goal as advertised with meaningful DBE participation through subcontracts, joint ventures, or suppliers; OR
2. Demonstrate Good Faith Efforts to meet the DBE goal.

All firms participating on RTA projects, including DBE and non-DBE firms MUST be documented on the Contract Participation and DBE Commitment Form 1 – Schedule A. This form must be submitted by the prime/bidder and must include all information requested and be signed by an authorized signatory.

For each participating DBE firm, a DBE Participation Questionnaire Form 2 – Schedule B MUST be included and signed by an authorized signatory of the DBE firm. The purpose of this form is to confirm that the DBE firm has committed to participating on the project and that both parties agree to the scope of work and price as designated on the Contract Participation and DBE Commitment Form 1.

The DBE firms proposed on this form are binding. Any substitutions or removals of DBE firms listed on this form after submission must be requested through the formal process of contract amendment and be approved by the DBE Liaison Officer. The Contractor shall, no later than three (3) days from the award of a contract, execute formal contracts, agreements and/or purchase orders with the DBE(s) included on the Contract Participation and DBE Commitment Form 1.

If the Prime Bidder has not attained the DBE goal established for the project, Documentation of Good Faith Efforts Form 3 – Schedule C MUST be submitted. The completed form along with all required supporting documentation must be furnished.

For USDOT assisted projects ALL bidders must submit complete and accurate DBE Compliance Forms 1, 2 and/or 3 as applicable with their sealed bids as a measure of responsiveness. Should a bidder fail to comply with the submission of complete and accurate DBE Compliance Forms demonstrating attainment of the DBE Goal or Good Faith Efforts to attain the DBE goal, the bid shall be deemed non-responsive.

In order to receive credit for DBE participation the proposed firms must be DBE certified by the Louisiana Unified Certification Program (LAUCP) prior to the bid deadline. Only businesses certified through the LAUCP are eligible for participation in the DBE opportunities for the project. The DBE forms shall be submitted by the apparent low bidder no later than 3 business days after the bid deadline. A listing of eligible firms can be found at <http://www8.dotd.la.gov/UCP/UCPSearch.aspx>.

The RTA affords no preference based upon the geographical area in which a DBE firm is located, provided the firm is listed in the LAUCP directory.

The RTA shall have the authority to investigate allegations of discriminatory practices of bidder(s) who contract or seek to contract with the RTA.

4.8 EMPLOYEE PROTECTION

Construction Activities. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the following Federal laws and regulations providing protections for construction employees: (1) Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 et seq., pursuant to FTA enabling legislation requiring compliance with the Davis-Bacon Act at 49 U.S.C. § 5333(a), and implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5; (2) Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., specifically, the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5; and the safety requirements of section 107 of that Act at 40 U.S.C. § 3704, and implementing U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926; and (3) Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874 and 40 U.S.C. § 3145, and implementing U.S. DOL regulations, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States,” 29 C.F.R. Part 3. b. Activities Not Involving Construction. The Recipient

agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in FTA Master Agreement MA(17), 10-1-2010 58 particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5. c. Activities Involving Commerce. The Recipient agrees to comply with the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., to the extent that it applies to employees performing Project work involving commerce. d. Public Transportation Employee Protective Arrangements. If the Contract Agreement for the Project indicates that public transportation employee protective arrangements required by U.S. DOL apply to public transportation operations performed in connection with the Project, the Recipient agrees to comply with the following requirements:

(1) Standard Public Transportation Employee Protective Arrangements. To the extent that the Project involves public transportation operations and to the extent required by Federal law, the Recipient agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, “Section 5333(b), Federal Transit Law,” 29 C.F.R. Part 215, and any amendments thereto.

4.9 ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.).

4.10 FLY AMERICA

Contractor and all subcontractors at every tier shall comply with the requirements of 49 U.S.C. 40118 and 4 CFR Part 52. Specifically, whenever work under this agreement may involve international transportation of goods, equipment or personnel by air, only U.S. flag air carriers shall be utilized, to the extent service by these carriers is available. Additionally, Contractor and any subcontractors at every tier shall include this requirement in all subcontracts. Further, in every instance where Contractor or any subcontractor(s) cannot comply with the requirements herein, a certification, in proper form, stating the reasons for non-compliance shall accompany the request for reimbursement or payment.

4.11 GOVERNMENT WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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

The following language and Debarment certificates (<http://www.norta.com>) must be completed and submitted as a prerequisite for consideration for award. This language and certification must also be included for all sub-contracts issued pursuant to any contract awarded hereunder.

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, RTA may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to RTA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “persons”, “lower tier covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29].
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by RTA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transaction.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the

eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, RTA may pursue available remedies including suspension and/or Debarment.

4.12 RESTRICTIONS ON LOBBYING

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

4.13 NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The federal government shall not be subject to any obligations or liabilities to any third-party Contractor, or any other person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of this contract. Notwithstanding any concurrence provided by the federal government in or approval of any solicitation, subagreement, or third-party contract, the federal government continues to have no obligations or liabilities to any party, including the third-party Contractor.

4.14 PATENT AND RIGHTS IN DATA

These following requirements apply to each contract involving experimental, developmental or research work: 1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer

memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

a. Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

(1). Any subject data developed under that contract, whether or not a copyright has been obtained; and

(2). Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part provided by FTA.

c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

d. Unless prohibited by state law, upon request by the Federal Government, the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

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

f. Data developed by Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Contractor identifies

that data in writing at the time of delivery of the contract work. g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA. 3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), Contractor agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401. 4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

4.15 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS UPPER AND LOWER TIER TRANSACTIONS

- (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.

4.16 RECYCLED PRODUCTS

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

4.17 SAFE OPERATION OF MOTOR VEHICLE

The Recipient agrees as follows: a. Seat Belt Use. In accordance with the provisions of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any subagreements, leases, third party contracts, or other similar documents in connection with the Project. b. Distracted Driving, Including Text Messaging While Driving. In accordance with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, the Recipient is encouraged to comply with the terms of the following Special Provision: (1) Definitions. As used in this Special Provision: (a) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary. (b) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law. (2) Safety. The Recipient is encouraged to: (a) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving— (b) Recipient-owned or Recipient-rented vehicles or Government-owned, leased or rented vehicles; (c) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or (d) Any vehicle, on or off duty, and using an employer supplied electronic device. (3) Recipient Size. The Recipient is encouraged to conduct workplace safety initiatives in a manner commensurate with the Recipient's size, such as: (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving. (4) Extension of Provision. The Recipient is encouraged to include this Special Provision in its subagreements with its subrecipients, its leases, and its third party contracts, and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

4.18 SUBSTANCE ABUSE REQUIREMENTS

To the extent applicable, the Recipient agrees to comply with the following Federal regulations and guidance: a. Drug-Free Workplace. U.S. OMB guidance, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 2 C.F.R. Part 182, and U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 C.F.R. Part 32, that implement the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §§ 702 et seq., including any amendments to these U.S. DOT regulations when they are promulgated. b. Alcohol Misuse and Prohibited Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 655, that implement 49 U.S.C. § 5331.

4.19 TERMINATION

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

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

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

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

4.20 CONTRACT WORK HOURS AND SAFETY STANDARD ACT

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b) (1) (B) (iii) and (b) (2), 29 CFR 5.2(h), 49 CFR 18.36(i) (6). The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work" with a value greater than \$100,000. These nonconstruction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12) Flow down Requirements: Applies to third party contractors and sub-contractors. (1) Overtime requirements - No contractor or sub-contractor 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 (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor 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 (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section. (3) Withholding for unpaid wages and liquidated damages - NCTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section. (4) Subcontracts - The Contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (1) through (4) of this section.

4.21 COVID Safety Plan

A detailed description of processes and practices that contractor has implemented or are planning to implement to mitigate the risk of exposure to the novel coronavirus which causes COVID-19, during the project's period of performance (which is expected to overlap with the ongoing COVID-19 pandemic) has been provided. It describes any measures the Contractor has or will implement to protect contractor personnel, subcontractors (if applicable), RTA personnel, RTA customers, and the general public who may enter the project site(s) or come into contact with project personnel while on RTA property. It shall be updated from time to time to reflect updated guidance from Please refer to the Centers for Disease Control and Prevention (CDC) and/or Louisiana Department of Health guidelines for more information and recommendations.

ATTACHMENTS

DOWNLOAD DOCUMENT I

Scope of Work

DOWNLOAD DOCUMENT II

LOUISIANA UNIFORM PUBLIC WORK BID FORM

Please add total bid to the Louisiana public bid form

Attachments and Drawings provided as separate documents on the ProcureWare website
<https://norta.procureware.com/home>.