Invitation for Bids
for
Metro Transit Garage Lighting Replacement

Published Date	**November 18th, 2020**
Final Submission Deadline	**December 9th, 2020**
Bid Opening	**December 9th, 2020**
Bid Award	**December 14th, 2020**

Portions of this IFB may use City of Fargo and City of Moorhead funding which is partially funded by the North Dakota Department of Transportation, Minnesota Department of Transportation and up to 80% funding by the Federal Transit Administration.

City of Fargo
City of Moorhead
Metro Transit Garage Lighting IFB

SUBMITTALS
Sealed bids will be received by the City Auditor in the blue, outside drop box located on the north side of City Hall (225 4th St N, Fargo, ND) until 11:30 a.m. Bids will then be opened and read aloud at 11:45 a.m. in the Engineering Conference Room in Fargo City Hall. The public is encouraged to view the bid opening from their computer, tablet, or smartphone by using the following link: www.fargobidopenings.com

Sealed bids must be received by 11:30am Central Standard Time on or before December 9th, 2020.

Due to the 2020 Emergency Declaration Related to COVID-19, we encourage the public to deliver bids in the manner of one of the options listed below, by the due date stated in the proposal:

Mail to City of Fargo, Auditor's Office, 225 4th St N, Fargo ND 58102 (Write your project name on the outside of your envelope)

Deposit your envelope in the Drop Box located at the entrance of the City Hall employee parking ramp, on 3rd Ave N. (Write your project name on the outside of your envelope)

A pre-bid conference will be held on November 25th, 2020 at 1:00pm Central Standard Time. Any party interested in clarifications or wants to view the project area before submitting a bid should attend. The conference will be held at 650 23rd Street North, Fargo, North Dakota 58102. Meeting minutes will be taken and will be accessible following the meeting.

The Cities reserves the right to accept or reject any and all proposals that are in the best interest of the City.

The contractor will be required to comply with all applicable equal employment opportunity laws and regulations.

All proposers are notified that disadvantaged and women-owned business enterprises are encouraged to submit responses to this request. The Cities of Fargo and Moorhead will ensure that respondents to this request will not be discriminated against based on sex, race, color, creed or national origin in consideration of an award.

All questions and inquiries about the requirements must be in writing and E-mailed or be addressed to:

Jordan Smith
Transit Fleet and Facilities Manager
Metro Transit Garage
650 23rd Street North
Fargo, ND 58102

E-mail: jmsmith@matbus.com
Phone: (701) 476-5940

General Requirements

1. **INTENT**

   This Invitation for Bids (IFB) is being published by the Cities of Fargo and Moorhead for the purpose of selecting a vendor and/or contractor to perform demolition of current lighting fixtures and installation of new lighting fixtures at the Metro Transit Garage.

2. **PROPOSER**

   The Proposer must fill out the Bid Sheet and have the appropriate signatures. Proposer must also submit with the bid, specification sheets for each light bid in the project.

3. **PROPOSAL**

   All proposals submitted in accordance with the terms and conditions of the IFB shall be binding upon the proposer for at least **ninety (90)** calendar days after the proposal opening.

4. **BID OPENING**

   Bids will be opened by the Cities of Fargo and Moorhead. Since this is a low bidder proposal, the bid open will be public. Bid opening will take place at Fargo City Hall, 225 4th St N, Fargo, ND 58102 on **December 9th, 2020.**

5. **CITIES OF FARGO AND MOORHEAD RIGHTS**

   The Cities reserve the right to cancel this IFB in writing or postpone the date and time for submitting proposals at any time prior to the proposal due date. The Cities by this IFB does not promise to accept the lowest cost or any other proposal and specifically reserves the right to reject any or all proposals, to waive any formal proposal requirements, to investigate the qualifications and experience of any Proposer, to reject any provisions in any proposal, to modify IFB contents, to obtain new proposals, to negotiate the requested services and contract terms with any Proposer, or to proceed to do the work otherwise.

6. **AWARD**

   The selection committee of the Cities of Fargo and Moorhead will review and analyze each response. The bid will be awarded to the responsible and responsive bidder with the lowest cost bid. No proposals will be considered that do not meet mandatory elements.

   Upon award of a proposal, all information of all proposals, including costs, will become public record.

7. **BID PROTEST PROCEDURE**

   Protests will be accepted from prospective Proposers whose direct economic interest would be affected by the award of a contract or by failure to award a contract. The cities of Fargo and Moorhead will consider all protests or objections filed in a timely manner regarding the award of a contract, whether submitted before or after award. All protests shall be in writing and shall be supported by sufficient information to enable the protest to be considered. A protest will not be considered if it is insufficiently supported or it is not received within the time limits specified herein. Protest submissions should be concise, logically arranged, and clearly state the ground for the protest. Protests must include at least the following information:

   - Name, address, and telephone number of protestor.
   - Identification of the solicitation or bid.

- A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents.
- A statement as to what relief is requested.

A complete copy of the protest procedures can be requested from the Transit Fleet and Facilities Manager and Protests should be sent via certified mail through the U.S. Postal Service to:

Transit Fleet and Facilities Manager
Metro Transit Garage
650 23rd St North
Fargo, ND 58102

Protests must be filed with Cities of Fargo and Moorhead in accordance with our procedures and time requirements. The protest to Cities of Fargo and Moorhead must be complete and contain all the issues that the protestor believes relevant. The Cities of Fargo and Moorhead will respond to each substantive issue raised in the protest. Failure to include an issue in the protest to the Cities of Fargo and Moorhead will preclude raising the issue to FTA, if the protest is appealed to that agency. Following an adverse decision by Cities of Fargo and Moorhead, protestor may file a protest with FTA under certain limited circumstances.

On occasion, when considered appropriate by the Fargo City Administrator and City of Moorhead Manager, an informal conference on the merits of the protest with all interested parties may be held.

8. REMEDIES/SANCTIONS FOR BREACH

If awarded the contract, the Contractor shall warrant that he or she has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of the cities or its operating contractor, with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of the contract.

9. DISCLAIMER OF LIABILITY

The Cities will not hold harmless or indemnify any contractor for any liability whatsoever.

10. HOLD HARMLESS

The Cities will be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this IFB.

11. LAW GOVERNING

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of North Dakota as applicable.

12. CONDITIONAL PROPOSALS

Conditional proposals are subject to rejection in whole or in part.

13. SUBLETTING OF CONTRACT

The contract that will be derived from this IFB shall not be sublet except with the written consent of the Cities. No such consent shall be construed as making the Cities a party to such subcontract, or subjecting the Cities to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of his liability and obligation under his contract, and all transactions with the Cities must be through the General Contractor.

14. ASSIGNMENT/TRANSFER OF INTERESTS

There shall be no assignment/transfer of interests or delegation of Contractor's rights, duties or responsibilities of Contractor under the contract derived from this RFP without the prior written approval of the Cities, which approval shall not be unreasonably withheld. An assignment or transfer of interests which shall require approval of the Cities shall include, without limitation, the occurrence within any six-month period of the transfer of a majority ownership interest of the Contractor, such as a transfer of a majority of the outstanding stock in the Contractor if it is a corporation or a transfer of a majority of the membership in the Contractor if it is a limited liability company. A claim by Contractor that Cities' withholding of approval is unreasonable may only be resolved by a lawsuit seeking declaratory relief or judgment, and such claim shall not give rise to any action for damages, direct, indirect or consequential.

15. SEVERABILITY

In the event any provision of the contract is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the contract and each provision of the contract will be and is deemed to be separate and severable from each other provision.

16. REGULATORY REQUIREMENTS

The Contractor shall comply with all Federal, State, and local licensing, training, testing and/or regulatory requirements (including permits) for this project.

The successful Contractor shall be appropriately licensed for the work required as a result of the contract. The cost for any required licenses or permits shall be the responsibility of the Contractor. Contractor is liable for any and all taxes due as a result of the contract.

To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage must comply with the North Dakota Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract or purchase order and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

17. RESPONSIBLE FIRMS

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals.

18. RESERVED RIGHTS

The Cities reserves the right to accept or reject any or all of the proposals submitted, waive informalities and technicalities and negotiate any or all elements of the proposals.

19. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

No custom material produced in whole or in part under the Contract shall be subject to copyright in the United States or in any country. The Cities and Federal Transit Administration shall have authority to publish, disclose, distribute and otherwise use, in whole or in part, any custom material prepared under any contract resulting from this IFB.

20. WAIVER

By submission of its proposal, the Proposer represents and warrants that it has sufficiently informed itself in all matters affecting the performance of work or the furnishing of the labor services, supplies, materials, or equipment and facilities called for in the solicitation; that it has checked its proposal for errors and omissions; that the prices stated in its proposal are correct and as intended by it; and, are a complete and correct statement of its prices for performing the labor, services, supplies, materials or equipment and facilities required by the Contract Documents.

21. INDEPENDENT PRICE DETERMINATION

The Proposer certifies that he/she has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or person to put in a sham proposal or to refrain from proposing, and further, that he has not in any manner, directly or indirectly sought by agreement, collusion, communication, or conference, with any person, to fix the proposal amount herein or any other Proposer, or to fix any overhead, profit, or cost element of said proposal amount, or that of any other Proposer, or to secure any advantage against Cities or any person interested in the proposed contract.

22. PROHIBITED INTEREST

No administrator or employee of the Cities and no member of its governing body shall participate in selection or in the award or administration of a contract if a conflict of interest real or apparent would be involved.

No member or delegate to the North Dakota Legislature or to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising there from.

23. TERM OF AGREEMENT:

This Agreement shall extend for a term of six (6) months commencing on the date signed by the parties. All scope of work will be completed within 6 months of this agreement. The other party shall have thirty (30) days to provide notice of its intent to cancel the Agreement or during the 30-day period, enter into a mutually agreeable modification of this Agreement.

24. <u>PAYMENT:</u>

Payment will be made to the vendor and/or contractor within 30 days of the completion of the project. This project is funded by both cities of Fargo and Moorhead. All invoices for materials and labor will need to be divided 2/3 billed to the City of Fargo and 1/3 billed to the City of Moorhead.

Applicable Federal Clauses
&
Certifications

Only to the extent any of the following sections are applicable to a contract of the nature herein contemplated, the following shall apply:

By entering into a sale with the City of Fargo, ND, and/or the City of Moorhead, MN, doing business as CITIES OF FARGO, the supplier is agreeing to be bound by the following federal clauses and certifications as applicable:

☒ 1. **No Government Obligation to Third Parties:** *Applies to all third party contracts that are federally funded.*

a) 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.

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

☒ 2. **Program Fraud & False or Fraudulent Statements & Related Acts:** *Applies to all third party contracts that are federally funded.*

a) 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.

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

U.S.C. § 1001 and 49 U.S.C. § 5323(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

☒ 3. **Access to Records and Reports:** *Applies to all contracts funded in whole or in part with FTA funds.*

a) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

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

c) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

☒ 4. **Federal Changes:** *Applies to all contracts.*

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, and 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.

☒ 5. **Civil Rights and Equal Opportunity**: *Applies to all contracts.*

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

a) Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or

applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b) Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

d) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq*., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq*., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

_X_ 6. **Termination Provisions:** *Applies to all contracts in excess of $10,000. Those contracts must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.*

a) The CITIES reserves the right to cancel any contract for cause upon written notice to the Contractor. Cause for cancellation will be documented failure(s) of the contractor to provide services in the quantity and/or quality required. Notice of such cancellation

will be given with sufficient time to allow for the orderly withdrawal of the Contractor without additional harm to the participants or the CITIES.

b) The CITIES may cancel or reduce the amount of service to be rendered if there is, in the opinion of the Cities Council, a significant increase in local costs; or, in the opinion of the Cities Council, insufficient state or federal funding available for the service, thereby terminating the contract or reducing the compensation to be paid under the contract. In such event, the CITIES will notify Contractor in writing ninety (90) days in advance of the date such actions are to be implemented.

CONTRACTOR is hereby notified that the CITIES Transit system pursuant to this agreement is dependent upon the necessary receipt of local, state and federal funding.

In the event of any termination, the CITIES shall pay the agreed rate only for services delivered up to the date of termination. The CITIES has no obligation to Contractor, of any kind, after the date of termination. Contractor shall deliver all records, equipment and materials to the CITIES within 24 hours of the date of termination.

_X_ 7. **Disadvantaged and Small Business Enterprise:** *Applies to FTA recipients receiving planning, capital and/or operating assistance that will award prime contracts (excluding transit vehicle purchases) exceeding $250,000 in FTA funds in a Federal fiscal year.*

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The contractor, subrecipient 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 C.F.R. 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, which may include, but is not limited to:

a) Withholding monthly progress payments;
b) Assessing sanctions;
c) Liquidated damages; and/or
d) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days (payment required within10 days or paying interest at 1 ½ percent per Minnesota State Statute 471.425 subd. 4a) from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

In connection with the performance of this service, the Contractor will cooperate with the CITIES in the utilization of disadvantaged business enterprises including women-owned business enterprises for the duration of the contract and will use its best efforts to insure that disadvantaged business enterprises have the maximum practicable opportunity to compete for subcontract work. In order to insure that a fair proportion of the purchases of supplies and services is placed with disadvantaged business enterprises, the Contractor agrees to take affirmative action to identify disadvantaged business firms, solicit bids or quotations from them for supplies and services related to this proposal.

The Contractor agrees to meet any goals established by CITIES for purchases pertaining to this Contract to the best of the Contractor's ability and will provide the CITIES with the necessary certification and records for reporting purposes. When the majority of the contract is labor, which is not a contracting opportunity, DBE goals will not be set but Contractors are encouraged to use DBE businesses.

The CONTRACTOR will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

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

Fostering Small Business Participation
The CITIES has established a small business element to its DBE program, pursuant to 49 CFR 26.39. This program aims to provide opportunities and foster small business enterprises (SBE)/participation in contracting with the CITIES. This program is race- and gender- neutral, however SBEs can also count towards DBE goals.

_____ 8. **Incorporation of FTA Terms:** *Applies to all contracts.*
The preceding provision includes, 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 4220.1 as amended, 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 CITIES requests which would cause the CITIES to be in violation of the FTA terms and conditions.

_____ 9. **Debarment, Suspension, Ineligibility and Voluntary Exclusion:** *Applies to contracts in an amount expected to equal or exceed $25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.*

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;
b) Suspended from participation in any federally assisted Award;
c) Proposed for debarment from participation in any federally assisted Award;
d) Declared ineligible to participate in any federally assisted Award;
e) Voluntarily excluded from participation in any federally assisted Award; or
f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the Cities of Fargo. If it is later determined by the Cities of Fargo that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Cities of Fargo, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

_____ 10. **Buy America:** *Applies to projects that involve the purchase of more than $150,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project.*

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

_____ 11. **Breach of Contract and Dispute Resolution:** *Applies to all contracts in excess of the Simplified Acquisition Threshold (currently set at $150,000) and those contracts shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.*

a) Disputes will be presented in writing to the appropriate Cities personnel – the Fargo Transit Director. Cities personnel and the Contractor will attempt to resolve any dispute arising in the performance of the Contract.

Fargo: If the Transit Director and Contractor cannot resolve the dispute, the issue will be presented in writing to the Assistant Fargo Cities Administrator within ten [10] working days of dispute. If the dispute cannot be resolved by the Assistant Cities Administrator, it will be submitted in writing within ten [10] working days of the Fargo Cities Administrator's decision to the Fargo Cities Commission – it is the sole responsibility of the Contractor to schedule a hearing with the Fargo Cities Commission. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at the hearing.

The decision of the Fargo Cities Commission shall be binding upon the Contractor and the Contractor shall abide by the decision.

b) Unless otherwise directed by the Cities of Fargo, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
c) 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 of damage.
d) Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Cities of Fargo 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 applicable state.

☒ 12. **Lobbying Restrictions:** *Applies to all contracts and subcontracts of $100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.*

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in FTA funded third party contracts as follows:

The undersigned certifies *(Note: A separate certification will be required to be signed if the contract meets this criteria),* to the best of his or her knowledge and belief, that:

a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ 13. **Clean Air and Federal Water Pollution Control Act**: *Applies to each contract and subcontract exceeding $150,000. The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.*

The Contractor agrees:

a) It will not use any violating facilities;
b) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
c) It will report violations of use of prohibited facilities to FTA; and
d) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

☒ 14. **Contract Work Hours & Safety Standards Act:** *Applies to all FTA funded contracts in excess of $100,000 that involve the employment of mechanics or laborers. Certain employee protections apply to all FTA funded contracts with particular emphasis on construction related projects. The recipient will ensure that each third party contractor complies with all federal laws, regulations, and requirements, including:*

a) Contract Work Hours and Safety Standards
i. Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701-3708; and supplemented by Department of Labor (DOL) regulations, 29 C.F.R. part 5; and A-38
ii. U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. part 1926.

a) For construction contracts:

i. For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay

for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

ii. In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

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

iv. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

b) For Awards Not Involving Construction

i. The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.

ii. The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

iii. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

iv. The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

_____ 15. **Transit Employee Protective Arrangements:** *Applies to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.*

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

a) U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

b) Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

c) Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

_____ 16. **Charter Service**: *Applies to contracts for operating public transportation service.*
The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

a) Federal transit laws, specifically 49 U.S.C. § 5323(d);
b) FTA regulations, "Charter Service," 49 C.F.R. part 604;
c) Any other federal Charter Service regulations; or
d) Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

a) Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;

b) Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
c) Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

_____ 17. **School Bus Service Operations**: *Applies to contracts for operating public transportation service.*

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

a) Federal transit laws, specifically 49 U.S.C. § 5323(f);
b) FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
c) Any other Federal School Bus regulations; or
d) Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

a) Bar the Contractor from receiving Federal assistance for public transportation; or
b) Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

_____ 18. **Substance Abuse Requirements: Drug & Alcohol Testing**: *Applies to third party contractors who perform safety-sensitive functions. Contractors must comply with FTA's substance abuse management program under 49 C.F.R. part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations." Under 49 C.F.R. § 655.4, Safety-sensitive function means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:*

a) Operating a revenue service vehicle, including when not in revenue service;
b) Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
c) Controlling dispatch or movement of a revenue service vehicle;
d) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. § 5311 and contracts out such services;
e) Carrying a firearm for security purposes.

Additionally, third party contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 C.F.R. part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs."

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to

establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of North Dakota and/or Minnesota, or the Cities of Fargo/Moorhead, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 before February 1 and to submit the Management Information System (MIS) reports before February 1 to the Cities of Moorhead Transit Manager and Cities of Fargo Transit Director. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*.

_X__ 19. **Cargo Preference:** *Applies to all contracts involving equipment, materials, or commodities that may be transported by ocean vessels.*
The contractor agrees:

a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

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, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

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

_X__ 20. **Davis-Bacon Act and Copeland Act – Prevailing Wage and Anti-Kickback:** *Applies to all FTA funded contracts for all prime construction, alteration or repair contracts in excess of $2,000. The recipient will ensure that each third party contractor complies with all federal laws, regulations, and requirements, including:*

a) Prevailing Wage Requirements
   i. Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act");
   ii. The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147; and
   iii. U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

b) "Anti-Kickback" Prohibitions
   i. Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874;
   ii. Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145; and

iii. *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.*

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

_____ 21. **Energy Conservation:** *Applies to all contracts. The Recipient agrees to, and assures that its subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.*

Contractor shall recognize 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 USC Section 6321 et seq).

_____ 22. **Construction—Special Requirements:** *Applies to FTA assisted construction projects:*

a) Bonding. The Common Grant Rules require bonds for all contracts exceeding the simplified acquisition threshold (exceeding $150,000) unless FTA determines that other arrangements adequately protect the Federal interest. FTA's bonding policies are as follows:

i. Bid Guarantee. Both FTA and the Common Grant Rules generally require each bidder to provide a bid guarantee equivalent to 5 percent of its bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid to ensure that the bidder will honor its bid upon acceptance.

ii. Performance Bond. Both FTA and the Common Grant Rules generally require the third party contractor to obtain a performance bond for 100 percent of the contract price. A "performance bond" is obtained to ensure completion of the obligations under the third party contract.

iii. Payment Bond. The Common Grant Rules generally require the third party contractor to obtain a standard payment bond for 100 percent of the contract price. A "payment bond" is obtained to ensure that the contractor will pay all people supplying labor and material for the third party contract as required by law. FTA, however, has determined that payment bonds in the following amounts are adequate to protect FTA's interest and will accept a local bonding policy that meets the following minimums:

- Less Than $1 Million. Fifty percent of the contract price if the contract price is not more than $1 million,
- More Than $1 Million but Less Than $5 Million. Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million, or
- More Than $5 Million. Two and one half million dollars if the contract price is more than $5 million.

iv. Acceptable Sureties. The Common Grant Rule for non-governmental recipients requires the non-governmental recipient to obtain construction bonds from companies holding certificates of authority as acceptable sureties under Department of the Treasury regulations, "Surety Companies Doing Business with the United States," 31 CFR Part 223. For a current list of approved sureties, see Department of the Treasury's Listing of Approved Sureties (Department Circular 570), http://fms.treas.gov/c570/c570.html. FTA encourages each governmental recipient to require similarly acceptable sureties.

v. Reduced Bonding. FTA recognizes that bonding costs can be expensive. FTA will accept a local bonding policy that conforms to the minimums described in this subparagraph 2.h(1) of this Chapter. FTA reserves the right to approve bonding amounts that do not conform to these minimums if the local bonding policy adequately protects the Federal interest. A recipient that wishes to adopt less stringent bonding requirements, for a specific class of projects, or for a particular project should submit its policy and rationale to the Regional Administrator for the region administering the project.

vi. Excessive Bonding. Compliance with State and local bonding policies that are greater than FTA's bonding requirements do not require FTA approval. FTA recognizes that in some situations bond requirements can be useful if the recipient has a material risk of loss because of a failure of the prospective contractor. This is particularly so if the risk results from the likelihood of the contractor's bankruptcy or financial failure when the work is partially completed. Nevertheless, if the recipient's "excessive bonding" requirements would violate the Common Grant Rules as restrictive of competition, FTA will not provide Federal assistance for procurements encumbered by those requirements. Consequently, if the recipient's bonding policies far exceed those described in this subsection; FTA reminds the recipient that it may find it useful to submit its policy and rationale to the Regional Administrator for the region administering the project.

_____ 23. **Bus Testing:** *Applies only to the purchase or lease of any new bus model, or any bus model with a major change in configuration or components to be acquired or leased with*

funds obligated by FTA. Recipients are responsible for determining whether a vehicle to be acquired requires full or partial testing or has already satisfied the bus testing requirements by achieving a passing test score in accordance with 49 C.F.R. part 665. Recipients must certify compliance with FTA's bus testing requirements in all grant applications for FTA funding for bus procurements.

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

_X_ 24. **Fly America:** *Applies to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation.*

a) *Definitions.* As used in this clause--

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

(End of statement)

e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

_____ 25. **Patent Rights and Rights in Data:** *Applies when entering into a contract (or subcontract) with a small business firm or nonprofit organization for the performance of experimental, developmental, or research work under the FTA award. The recipient or subrecipient must comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Except in the case of an "other agreement" in which the Federal Government has agreed to take more limited rights, the Federal Government is entitled to a non-exclusive, royalty free license to use the resulting invention, or patent the invention for Federal Government purposes. The FTA has the right to:*

a) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and

b) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

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

a) The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the

Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

i. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
ii. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

b) Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract 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 the 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 this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

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

d) 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.

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

f) 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.

_____ 26. **Pre-Award and Post-Delivery Audits of Rolling Stock Purchases:** *Applies to the purchase of revenue service rolling stock with FTA funds and must comply with the pre-award and post-delivery audit requirements set forth in 49 U.S.C. 5323(m) and supplemented by 49 C.F.R. part 663.*

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

_X__ 27. **Recycled Products:** *Applies to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier where the value of an EPA designated item exceeds $10,000. Applies to States and local governmental authorities to provide a competitive preference to products and services that conserve natural*

resources, protect the environment, and are energy efficient. Recipients are required to procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000.

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

_X_ 28. **Safe Operation of Motor Vehicles:** *Applies to all federally funded third party contracts.*

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

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

_____ 29. **Seismic Safety:** *Applies only to contracts for the construction of new buildings or additions to existing buildings.*

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

Note: Information on clauses was obtained from the FTA Best Practices Procurement and Lessons Learned Manual, and Circular FTA C 4220.1 as amended Third Party Contracting Guidance.

https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual

https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance

CERTIFICATIONS AND RESTRICTIONS ON LOBBYNG

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

_____ Company/Contractor

_____ Signature of Company/Contractor's Authorized Official

_____ Printed Name

_____ Title of Company/Contractor's Authorized Official

_____ Date

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C.6101 (Contracts over $25,000)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published and update to 49 DFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220 (b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from $100,000 to $25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels). Instructions for Certification; By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the municipal corporation. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the municipal corporation, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

_____ Company/Contractor

_____ Signature of Company/Contractor's Authorized Official

_____ Printed Name

_____ Title of Company/Contractor's Authorized Official

_____ Date

Davis Bacon Wage Rates

Contractors and subcontractors performing on contracts covered by the Davis-Bacon Act are required to pay laborers and mechanics on a weekly basis. They must submit a weekly payroll statement to the contracting agency that includes the following information:

- Name;
- Address;
- Full social security number;
- Worker classification;
- Regular hourly rate of pay, including rates of contributions or costs anticipated for fringe benefits or their cash equivalents;
- Daily and weekly numbers of hours worked;
- Deductions;
- Actual wage paid;
- If applicable, detailed information regarding various fringe benefit plans and programs, including records that show that the plan or program has been communicated in writing to the laborers and mechanics affected; and
- If applicable, detailed information regarding approved apprenticeship or trainee programs.

General Decision Number: ND20200013 09/11/2020

Superseded General Decision Number: ND20190013

State: North Dakota

Construction Type: Building

County: Cass County in North Dakota.

BUILDING CONSTRUCTION PROJECTS (does not include single family

homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage

of $10.80 for calendar year 2020 applies to all contracts

subject to the Davis-Bacon Act for which the contract is

awarded (and any solicitation was issued) on or after January

1, 2015. If this contract is covered by the EO, the contractor

must pay all workers in any classification listed on this wage

determination at least $10.80 per hour (or the applicable wage

rate listed on this wage determination, if it is higher) for

all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	04/03/2020
2	05/01/2020
3	06/12/2020
4	06/19/2020
5	09/11/2020

BOIL0647-006 03/01/2018

	Rates	Fringes

BOILERMAKER.....$ 37.22 27.14

BRND0001-002 05/01/2018

Rates Fringes

BRICKLAYER.....$ 33.68 13.42

ELEC1426-004 06/01/2019

Rates Fringes

ELECTRICIAN (Excludes Low

Voltage Wiring).....$ 31.62 11.5%+10.80

*** IRON0512-006 05/03/2020**

Rates Fringes

IRONWORKER, STRUCTURAL.....$ 33.30 30.7

PLAS0633-001 05/01/2018

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...$ 30.33 14.90

PLUM0300-016 06/01/2020

Rates Fringes

PIPEFITTER.....$ 37.29 16.57

PLUMBER.....$ 37.29 16.57

SFND0669-002 04/02/2020

Rates Fringes

SPRINKLER FITTER (Fire

Sprinklers).....$ 34.12 20.79

SHEE9010-002 06/03/2019

Rates Fringes

SHEET METAL WORKER (HVAC Duct

Installation Only).....$ 30.65 17.60

SUND2012-002 08/18/2014

Rates Fringes

CARPENTER (Drywall

Finishing/Taping Only).....$ 21.22 7.11

CARPENTER, Excludes Drywall

Finishing/Taping, Drywall

Hanging, and Metal Stud

Installation.....$ 19.24 4.89

DRYWALL HANGER AND METAL STUD

INSTALLER.....$ 21.36 0.00

ELECTRICIAN (Low Voltage

Wiring Only).....$ 21.14 5.73

INSULATOR - MECHANICAL

(Duct, Pipe & Mechanical

System Insulation).....$ 15.80 2.60

LABORER: Common or General.....$ 13.05 2.92

LABORER: Mason Tender - Brick...$ 15.32 0.00

LABORER: Mason Tender -

Cement/Concrete.....$ 14.54 3.41

OPERATOR:

Backhoe/Excavator/Trackhoe.....$ 26.00 3.82

OPERATOR: Crane.....$ 26.18 9.39

OPERATOR: Forklift.....$ 23.06 15.47

OPERATOR: Loader.....$ 23.75 0.00

PAINTER (Brush and Roller).....$ 21.86 8.41

ROOFER.....$ 16.37 2.84

SHEET METAL WORKER, Excludes

HVAC Duct Installation.....$ 27.27 7.76

TRUCK DRIVER: Dump Truck.....$ 19.81 5.42

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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

on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

*** an existing published wage determination**

*** a survey underlying a wage determination**

*** a Wage and Hour Division letter setting forth a position on a wage determination matter**

*** a conformance (additional classification and rate) ruling**

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

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

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

How to Correctly Fill Out a WH-347 Payroll Form

The completion of the WH-347 Payroll Form is optional; contractors may utilize their own payroll system as long as it conforms to the WH-347 Payroll Form and contains all the necessary information. If you utilize WH-347 Payroll Form as a pdf, saving it electronically aids in making any needed corrections.

Check one of the boxes and list name of contractor or subcontractor

The last day of the payroll period.

Fill out completely with contractor or subcontractor address

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐: Sample Construction Company
ADDRESS: 385 West Drive, Madison WI 53703
OMB No.: 1215-0149
Expires: 12/31/2011

PAYROLL NO.: 8
FOR WEEK ENDING: 04/24/2010
PROJECT AND LOCATION: Robin Street Apartments, Delafield WI 53018
PROJECT OR CONTRACT NO.: 3000

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	O/S	(4) DAY AND DATE: Sun 18	Mon 19	Tue 20	Wed 21	Thur 22	Frid 23	Sat 24	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX	State with-holding tax	Medicare	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Alex Driver - #####	2	Power Equipment Bull Dozer Group 2	O						2.00		2.00	$62.83	$1,422.84	$161.00	$185.15	$156.97	$50.31	$85.00	$[illegible].43	$1,374.03
			S			8.00	8.00	5.50	6.00		27.50	1.132 1.585	$2,012.46							

Payrolls must be numbered sequentially and should be based on the weeks worked under a contract.

Type the word "Final" when the last payroll is submitted for the project.

Indicate the days and dates of the pay period. (should match week ending directly above)

The name and location of project.

The prime contractor should include the project number as listed in the loan

List each worker's name.

Only laborers and mechanics performing construction work under the contract should be listed.

Please note: Business Owners need only include their name, work classification including "owner" and the daily total hours worked.

Specify the job classification located in the contract wage decision and/or the corresponding job title.

List hourly wage rate and fringes paid in cash (not those paid to plans)

Specify the net amount paid to the employee for the pay

(For Contractor's Optional Use; See instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

ADDRESS 385 West Drive, Madison WI 53703

FOR WEEK ENDING 04/24/2010

PROJECT AND LOCATION Robin Street Apartments, Delafield WI 53018

PROJECT OR CO 3000

NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	O or S	(4) DAY AND DATE Sun 18	Mon 19	Tue 20	Wed 21	Thur 22	Fri 23	Sat 24	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-				TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
Alex Driver - ####	2	Power Equipment Bull Dozer Group 2	O						2.00		2.00	$62.83	$1,422.84	$161.00					$538.43	$1,374.03
			S			8.00	8.00	5.50	6.00		27.50	$31.32 1.5B.5	$2,012.46							
Jason Worker - ####	2	General Laborer	O							4.00	4.00	$19.20	$1,700.78	$136.06					[illegible]	$1,233.07
			S		8.00	8.00	8.00	8.00	8.00		40.00	[illegible] 14.41	$1,700.78							
Sharon Wages - ####	[illegible]	Carpenter	O						1.50		1.50	$60.19	[illegible]	$151.00	[illegible]	$128.35	$47.19		$4[illegible]1	$1,406.18
			S		8.00	8.00	8.00	8.00	8.00		40.00	$30.52 14.41	$1,887.49							
		Apprentice Carpenter 1st 6 mo. at 40%	O									$32.72	$1,064.72	$85.18	$105.41	$90.50	$26.62		$307.71	$757.01
			S		8.00	8.00	8.00	8.00	8.00		40.00	$12.21 14.41	$1,064.72							
		Plumber	O									$67.88	$1,004.80							
			S		8.00			4.00	8.00		20.00	$35.28 14.96								
Roy Wrench - ####	5	Steamfitter	O									$69.13	$1,038.40	$163.46	$147.11	$118.51	$51.08		$480.16	$1,563.04
			S			8.00	8.00	4.00			20.00	$34.41 17.51	$2,043.20							
Bart Turner - ####	1	Power Equipment Rotary Drill Group 4	O									$60.80	$719.28	[illegible]	$142.48	$122.33	$35.98		$415.93	$1,023.27
			S		8.00	8.00			8.00		24.00	$29.97	$1,439.20							
			O																	
			S																	

Specify the total overtime and straight time hours worked on the project.

Must accurately reflect overtime and straight time hours worked under the contract.

Specify the gross earnings for the hours worked under the contract.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to [illegible] (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each [illegible] 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement [illegible] or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the inform[illegible] [illegible]ons at [illegible]ach laborer [illegible]e benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have

If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter the gross amount earned on this contract in the top half of column 7. Enter the gross amount earned during the week for all projects in the bottom half.

Alex Driver worked 29.5 hours on this contract and 12.5 hours on another contract.
The gross wages earned on this project, $1,422.84, is entered in the top half of column 7.
The gross wages earned on all projects, $2,012.46, is entered in the

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE Sun 18	Mon 19	Tue 20	Wed 21	Thur 22	Fri 23	Sat 24	TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	DEDUCTIONS FICA	WITH-HOLDING TAX	State with-holding tax	Medicare	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
Alex Driver - ####	2	Power Equipment Bull Dozer Group 2	o						2.00		2.00	$62.83	$1,422.84							
			s			8.00	8.00	5.50	6.00		27.50	$31.32 15.81	$2,012.46	$161.00	$185.15	$156.97	$50.31	$85.00	$638.43	$1,374.03
Jason Worker - ####	2	General Laborer	o							4.00	4.00	$49.20	$1,700.78							
			s		8.00	8.00	8.00	8.00	8.00		40.00	$23.19 14.41	$1,700.78	$135.06	$156.47	$132.66	$42.52		$467.71	$1,233.07
Sharon Wood- ####	3	Carpenter	o						1.50		1.50	$60.19	$1,887.49							
			s		8.00	8.00	8.00	8.00	8.00		40.00	$30.52 14.41	$1,887.49	$151.00	$154.77	$128.35	$47.19		$481.31	$1,406.18
Reggie Tree - ####	1	Apprentice Carpenter 1st 6 mo. at 40%	o									$32.72	$1,064.72							
			s		8.00	8.00	8.00	8.00	8.00		40.00	$12.21 14.41	$1,064.72	$85.18	$105.41	$90.50	$26.62		$307.71	$757.01
Roy Wrench - ####	5	Plumber	o									$67.88	$1,004.80							
			s		8.00			4.00	8.00		20.00	$35.28 14.96								
Roy Wrench - ####		Steamfitter	o									$69.13	$1,038.40							
			s			8.00	8.00	4.00			20.00	$34.41 17.51	$2,043.20	$163.46	$147.11	$118.51	$51.08		$480.16	$1,563.04
Bart Turner - ####	1	Power Equipment Rotary Drill Group 4	o									$60.80	$719.28							
			s		8.00	8.00			8.00		24.00	$29.97	$1,439.20	$115.54	$142.48	$122.33	$35.98		$515.53	$1,023.27
			o																	
			s																	

If an employee performs multiple work classifications under the contract, use two or more lines to distinguish the different job classifications, hours worked, and hourly wage earned for each.

Combine the two classifications when recording the gross amount earned for this pay period, deductions, and net wages.

A registered apprentice performing work under a contract must be reported. The payroll must include the current pay scale & provide a copy of the apprenticeship agreement.

Provide explanation of "other" deductions on signatory page.

PAYROLL

Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347

...uired to respond to the collection of information unless it displays a currently valid OMB control nu...

Division

...208

ADDRESS 385 West Drive, Madison WI 53703

...2-5-0149 Expires: 12/31/2011

...01/24/2010

PROJECT AND LOCATION: Robin Street Apartments, Delafield WI 53018

PROJECT OR CONTRACT NO.: 3000

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — Sun 18	Mon 19	Tue 20	Wed 21	Thur 22	Frid 23	Sat 24	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS — FICA	WITH-HOLDING TAX	State with-holding tax	Medicare	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
Alex Driver - ####	2	Power Equipment Bull Dozer Group 2	O						2.00		2.00	$62.83	$1,422.84	$161.00	$185.15	$156.97	$50.31	$85.00	$638.43	$1,374.03
			S			8.00	8.00	5.50	6.00		27.50	$31.32 1.5 8.5	$2,012.46							
Jason Worker - ####	2	General Laborer	O							4.00	4.00	$49.20	$1,700.78	$136.06	$156.47	$132.66	$42.52		$467.71	$1,233.07
			S		8.00	8.00	8.00	8.00	8.00		40.00	$23.19 1.4 4.1	$1,700.78							
Sharon Wood- ####	3	Carpenter	O						1.50		1.50	$60.19	$1,887.49	$151.00	$154.77	$128.35	$47.19		$481.31	$1,406.18
			S		8.00	8.00	8.00	8.00	8.00		40.00	$30.52 1.4 4.1	$1,887.49							
Reggie Tree - ####	1	Apprentice Carpenter 1st 6 mo. at 40%	O									$32.72	$1,064.72	$85.18	$105.41	$90.50	$26.62		$307.71	$757.01
			S		8.00	8.00	8.00	8.00	8.00		40.00	$12.21 1.4 4.1	$1,064.72							
Roy Wrench - ####	5	Plumber	O									$67.88	$1,004.80							
			S		8.00			4.00	8.00		20.00	$35.28 1.4 9.6								
Roy Wrench - ####	5	Steamfitter	O									$69.13	$1,038.40	$163.46	$147.11	$118.51	$51.08		$480.16	$1,563.04
			S			8.00	8.00	4.00			20.00	$34.41 1.7 5.1	$2,043.20							
Bart Turner - ####	1	Power Equipment Rotary Drill Group 4	O									$60.80	$719.28	$115.14	$142.48	$122.33	$35.98		$415.93	$1,023.27
			S		8.00	8.00			8.00		24.00	$29.97	$1,439.20							

Fringe benefits are not paid as cash to Bart Turner: explanation is included under "(c) exceptions" on signatory page.

While completion of Form ... (40 U.S.C. § 3145) contr... 29 C.F.R. § 5.5(a)(3)(ii) ... or mechanic has been p... ...erally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act ...ct... to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at ...or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer ...Federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

...ic Burden Statement

We estimate that is will ta... ...s, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 04/28/2010

I, Tiffany Payer (Name of Signatory Party) Payroll Supervisor (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Sample Construction Company (Contractor or Subcontractor) on the Robin Street Apartments, Delafield WI (Building or Work); that during the payroll period commencing on the 18 day of 4, 2010, and ending the 24 day of 4, 2010, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Sample Construction Company (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

Alex Driver - #### - other deductions - $85 for child support

Explanation of "other"

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☑ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Power Equipment Rotary Drill Group 4	paid directly to plan: health & dental at $12.50 per hour and Pension at $6.25 per hour

Explanation of exception to fringe benefits

REMARKS:

NAME AND TITLE	SIGNATURE
Robert Sample, Owner	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Light Fixture Specifications

All new light fixtures must have the LED lights integrated into the fixture. Any new LED light fixture that utilizes a replaceable bulb will not be accepted unless prior approval was given by the Cities of Fargo.

All light fixtures and bulbs shall carry a minimum of a 5 year warranty starting at the date of installation.

1. Maintenance Shop
    a. Current high bay lights will need to be removed and new LED high bay lights installed. Brackets will need to be provided or fabricated for installation. The new LED high bay lights will be installed on the existing electrical circuits. LED lights must meet the following minimum and maximum specifications.

Wattage	Lumens	Color Temperature	Color Rendering	Beam Angle	IP Rating
223W minimum	29000 minimum	5000K only	83 CRI minimum	120 degrees minimum	40 only

    b. Current light fixtures around the perimeter of the maintenance shop will need to be removed and 96” LED strip light fixtures need to be installed approximately ten feet above the floor around the entire perimeter of the maintenance shop. There are currently six light fixtures installed around the perimeter of the maintenance shop. The new LED lights will be installed on the existing electrical circuits. Installation location will be coordinated with the owner prior to installation. Brackets will need to be provided or fabricated for installation. LED lights must meet the following minimum and maximum specifications.

Wattage	Lumens	Color Temperature	Color Rendering	Beam Angle	IP Rating
65W minimum	8600 minimum	5000K only	80 CRI minimum	130 degrees minimum	40 only

    a. Current flood light installed between garage doors two and three will need to be removed and new 96” LED strip light fixtures installed. This light will be installed vertically between the garage doors. Brackets will need to be provided or fabricated for installation. The new LED light will be installed on the existing electrical circuits. LED light must meet the following minimum and maximum specifications.

Wattage	Lumens	Color Temperature	Color Rendering	Beam Angle	IP Rating
65W minimum	8600 minimum	5000K only	80 CRI minimum	130 degrees minimum	40 only

2. <u>Parts Room, Shop Offices, Locker Room and Restrooms</u>
    a. Parts Room - Current light fixtures in the parts room will need to be removed and new 48" LED strip light fixtures will need to be installed. The new LED fixtures will be installed on the existing electrical circuits. LED lights must meet the following minimum and maximum specifications.

Wattage	Lumens	Color Temperature	Color Rendering	Beam Angle	IP Rating
35W minimum	4600 minimum	5000K only	82 CRI minimum	130 degrees minimum	40 only

    b. Shop Offices, Locker Room and Restrooms - Current light fixtures in the offices, locker rooms and restrooms will stay as currently installed. Current 4' T8 light bulbs in the fixtures will be replaced with new LED ballast bypass linear tube lights. LED lights must meet the following minimum and maximum specifications.

Wattage	Lumens	Color Temperature	Color Rendering	Beam Angle	IP Rating
14w maximum	1800 maximum	5000K only	80 CRI minimum	140 degrees minimum	20 minimum

3. <u>Tool Room and Fabrication Room</u>
    a. Current light fixtures in the tool room fabrication room will need to be removed and new 48" LED strip light fixtures will need to be installed. Brackets will need to be provided or fabricated for installation. The new LED fixtures will be installed on the existing electrical circuits. LED lights must meet the following minimum and maximum specifications.

Wattage	Lumens	Color Temperature	Color Rendering	Beam Angle	IP Rating
35W minimum	4600 minimum	5000K only	82 CRI minimum	130 degrees minimum	40 only

4. Mezzanine and Mechanical Room
    a. Current light fixtures in the mezzanine and mechanical room will need to be removed and new 48" LED strip light fixtures will need to be installed. Brackets will need to be provided or fabricated for installation. The new LED fixtures will be installed on the existing electrical circuits. LED lights must meet the following minimum and maximum specifications.

Wattage	Lumens	Color Temperature	Color Rendering	Beam Angle	IP Rating
35W minimum	4600 minimum	5000K only	82 CRI minimum	130 degrees minimum	40 only

5. Wash Bay and Drive Thru Lane
    a. Current high bay lights in the wash bay and drive thru lane will need to be removed and new LED high bay lights installed. Brackets will need to be provided or fabricated for installation. The new LED lights will be installed on the existing electrical circuits. LED lights must meet the following minimum and maximum specifications.

Wattage	Lumens	Color Temperature	Color Rendering	Beam Angle	IP Rating
246W minimum	31000 minimum	5000K only	82 CRI minimum	120 degrees minimum	65 only

    b. Current Flood lights installed between the garage doors will need to be removed and new LED flood lights installed. Brackets will need to be provided or fabricated for installation. The new LED lights will be installed on the existing electrical circuits. LED lights must meet the following minimum and maximum specifications.

Wattage	Lumens	Color Temperature	Color Rendering	Beam Angle	IP Rating
70W minimum	9100 minimum	4000k or 5000k	70 CRI minimum	NA	65 only

    c. Current flood lights installed on the west and east walls will need to be removed and new 96" vapor tight LED strip light fixtures installed. Installation location will be coordinated with the owner prior to installation. Brackets will need to be provided or

fabricated for installation. The new LED lights will be installed on the existing electrical circuits. LED lights must meet the following minimum and maximum specifications.

Wattage	Lumens	Color Temperature	Color Rendering	Beam Angle	IP Rating
75W minimum	9800 minimum	5000k only	82 CRI minimum	120 degrees minimum	65 only

6. Parking Garage
    a. All current high bay lights in the parking garage area will be removed. New LED high bay lights will be installed. New LED lights will be installed at a 1 - .5 ratio to the old lights except for the southern row of lights will be replaced at a 1 – 1 ratio to the old lights. Installation location will be coordinated with the owner prior to installation. All parking garage high bay lights need to be occupation activated and have a 20 minute time-out after no activity. Brackets will need to be provided or fabricated for installation. The new LED lights will be installed on the existing electrical circuits. Abandoned electrical boxes need to be covered and have no wires exposed. LED lights must meet the following minimum and maximum specifications.

Wattage	Lumens	Color Temperature	Color Rendering	Beam Angle	IP Rating
162W maximum	21000 minimum	5000k only	83 CRI minimum	120 degrees minimum	40 only

7. Administrative Offices
    a. Current light fixtures in the administrative offices will stay as currently installed. Current 4’ and 2’ T8 light bulbs in the fixtures will be replaced with new LED ballast bypass linear tube lights. Various rooms in the administrative offices have dimmable light feature. Bulbs supplied for the administrative offices must be capable of dimming. LED lights must meet the following minimum and maximum specifications.
        i. 4’ Ballast Bypass Linear Tube Specifications

Wattage	Lumens	Color Temperature	Color Rendering	Beam Angle	IP Rating
14w maximum	1800 maximum	5000K only	83 CRI minimum	160 degrees minimum	20 minimum

ii. 2’ Ballast Bypass Linear Tube Specifications

Wattage	Lumens	Color Temperature	Color Rendering	Beam Angle	IP Rating
9w maximum	1000 maximum	5000K only	80 CRI minimum	240 degrees minimum	20 minimum

8. <u>Building Exterior</u>
    a. Current exterior wall packs will be removed and replaced with new LED wall packs. In areas that have two wall packs mounted one on top of the other, two different styles of wall packs will be used for installation. Top light will consist of a wall pack and the lower light will consist of a cut-off wall pack to direct light to the ground below the entrance/exit. All other wall packs will be replaced with a standard wall pack. All wall packs will need to be supplied in a bronze color finish. LED lights must meet the following minimum and maximum specifications.
        i. Standard Wall Pack

Wattage	Lumens	Color Temperature	Color Rendering	Beam Angle	IP Rating
80w minimum	8100 minimum	5000K only	80 CRI minimum	NA	65 only

ii. Cut-off Wall Pack

Wattage	Lumens	Color Temperature	Color Rendering	Beam Angle	IP Rating
75w minimum	10000 minimum	5000K only	70 CRI minimum	NA	65 only

Demolition and Installation Schedule

Location	Demolition	Installation
Maintenance Shop	16 - high bay fixtures 1 - flood light fixture 8 - fluorescent tube fixtures	16 - high bay fixtures 35 - 8’ linear strip fixtures
Parts Room	22 – fluorescent tube fixtures	22 – 4’ linear strip fixtures
Shop Offices, Locker Room and Restrooms	No fixture demolition	18 – light fixtures that need to have ballast bypass LED tubes
Tool Room and Fabrication Room	32 – fluorescent tube fixtures	32 – 4’ linear strip fixtures
Mezzanine and Mechanical Room	50 – fluorescent tube fixtures	50 – 4’ linear strip fixtures
Wash Bay and Drive Thru Lane	28 – high bay fixtures 6 – floodlight fixtures	28 – high bay fixtures 8 – 8’ vapor tight linear fixtures 2 – floodlight fixtures
Parking Garage	48 – high bay fixtures	27 – high bay fixtures
Administrative Offices	No fixture demolition	90 – light fixtures that need to have ballast bypass LED tubes
Building Exterior	25 – wall packs	20 – standard wall packs 5 – cut-off wall packs

Bid Sheet

Light	Quantity Needed for Project	Contingency Quantity (10%)	Total Quantity (Can be rounded up if box quantities are required)	Cost Per Unit	Total Cost
Maintenance Shop High Bay Fixture	16	2	18		
8’ Linear Strip Fixture	35	4	39		
4’ Linear Strip Fixture	104	10	114		
4’ Ballast Bypass Linear Tube Lights	220	20	240		
2’ Ballast Bypass Linear Tube Lights	40	10	50		
Wash Bay and Drive Thru Lane High Bay Fixture	28	3	31		
8’ Vapor Tight Linear Strip Fixture	8	1	9		
Wash Bay Flood Light Fixture	2	1	3		
Parking Garage High Bay Fixture With Occupation Sensor	27	4	31		
Exterior Standard Wall Pack	20	2	22		
Exterior Cut-off Wall Pack	5	1	6		

Lump Sum Cost of Light Fixtures:

$

Lump Sum Cost of Labor for Demolition and Installation:

$

Total Project Cost:

$

Signature of Proposer _____

Typed/Printed Name and Title_____

Company Name _____

Address _____

_____

_____

Telephone _____ FAX _____

Federal Tax ID No. _____

Signature of Proposer (Electrician if different from light supplier):

_____

Typed/Printed Name and Title_____

Company Name _____

Address _____

_____

_____

Telephone _____ FAX _____

Federal Tax ID No. _____