



## **Advertisement for Bids for Metro Transit Garage Lighting Replacement**

**Published Date**  
**Final Submission Deadline**  
**Bid Opening**  
**Bid Award**

**December 23<sup>rd</sup>, 2020**  
**January 13<sup>th</sup>, 2021**  
**January 13<sup>th</sup>, 2021**  
**January 25<sup>th</sup>, 2021**

Portions of this AFB 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 AFB**

**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 11:00 a.m on Wednesday, January 13<sup>th</sup>, 2021. 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](http://www.fargobidopenings.com). A pre-bid meeting will be held on January 5th, 2021 at 1:00pm at 650 23<sup>rd</sup> Street N, Fargo, ND 58102.

Bids shall be upon cash payment for interior and exterior lighting system replacement in transit facility. The interior and exterior lighting system replacement in the transit facility include, but are not limited to, removal of existing interior and exterior lighting system; installation of new interior and exterior lighting system.

The contract documents are on file and may be examined at the following:

City of Fargo, Auditor's Office, 225 4<sup>th</sup> Street North, Fargo ND 58102  
Metro Transit Garage (MTG), 650 23<sup>rd</sup> Street North, Fargo, ND 58102

Complete digital project bidding documents are available at [www.matbus.com](http://www.matbus.com) "Doing Business with Us". You may download the digital plan documents at no cost. An optional paper set of project documents is also available at no cost at the Metro Transit Garage (MTG), 650 23<sup>rd</sup> Street North, Fargo, ND 58102. Please contact us at 701-476-5940 if you have any questions.

All bidders are notified that disadvantaged and women-owned business enterprises are encouraged to submit responses to this request. The DBE goal for this project is 1.25%. The City 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. Up to 80% of the funding for the project will be provided through a Federal Transit Administration operating grant, Catalog of Federal Domestic Assistance (CFDA) #20.256. All bidders will be required to certify that they are not on the Comptroller General's list of ineligible contractors.

All bids are to be submitted on the basis of cash payment for the work and materials, and each bid shall be accompanied by **A SEPARATE ENVELOPE CONTAINING THE CONTRACTOR'S LICENSE, BID BOND, AND LIST OF ALL ADDENDA TO THE PLANS AND SPECIFICATIONS AND ACKNOWLEDGEMENT BY BIDDER OF RECEIPT OF SUCH ADDENDA**. The bid bond must be in a sum equal to five per cent (5%) of the full amount of the bid and must be in the form of a bidder's bond. A bidder's bond must be executed by the bidder as principal and by a surety company authorized to do business in this state, conditioned that if the principal's bid be accepted and the contract awarded to the principal within thirty (30) days after notice of award, will execute and effect a contract in accordance with the terms of the bid and the bid bond as required by the laws of the State of North Dakota and the regulations and determinations of the governing body. If a successful bidder does not execute a contract within thirty (30) days allowed, the bidder's bond must be forfeited to the governing body and the project awarded to the next lowest responsible bidder.

All bidders must be licensed for the full amount of the bid as required by Section 43-07-05 and 43-07-12 of the North Dakota Century Code. Contractor's license must be effective for a minimum of 10 days prior to January 13th, 2021.

Contract shall be awarded on the basis of the low bid submitted by a responsible and responsive bidder for the aggregate sum of all bid items. Only one contract will be awarded for the work.

All bids will be contained in a sealed envelope, as above provided; plainly marked showing that such envelope contains a bid for the above project. In addition, the bidder shall place upon the exterior of such envelope the following information:

1. The work covered by the bidder;
2. The name of the bidder;
3. Separate envelope containing bid bond and a copy of North Dakota Contractor's License or certificate of renewal; and acknowledgement of all addenda.

No Bid will be read or considered which does not fully comply with the above provisions as to Bond, Contractor's License and Acknowledgement of all Addenda, and any deficient Bid submitted will be resealed and returned to the Bidder immediately.

The work on the improvement will be substantially completed by April 30<sup>th</sup>, 2021. Final completion will be completed by May 31<sup>st</sup>, 2021.

The Owner reserves the right to reject any and all bids, to waive any informality in any bid, to hold all bids for a period not to exceed 30 days from the date of opening bids, and rebid the project until a satisfactory bid is received.

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 23<sup>rd</sup> Street North  
Fargo, ND 58102

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

## General Requirements

### 1. INTENT

This Advertisement for Bids (AFB) is being published by the Cities of Fargo and Moorhead for the purpose of selecting an electrical contractor to perform demolition and disposal 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 AFB shall be binding upon the proposer for at least **thirty (30)** 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 4<sup>th</sup> St N, Fargo, ND 58102 on **January 13th, 2021.**

### 5. CITIES OF FARGO AND MOORHEAD RIGHTS

The Cities reserve the right to cancel this AFB in writing or postpone the date and time for submitting proposals at any time prior to the proposal due date. The Cities by this AFB 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 AFB 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 23<sup>rd</sup> 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 AFB.

#### **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 AFB 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 AFB.

**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:**

The work on the improvement will be substantially completed by April 30<sup>th</sup>, 2021. Final completion will be completed by May 31<sup>st</sup>, 2021. 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. PAYMENT:**

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. All invoices for this project should be mailed to 650 23<sup>rd</sup> St. N Fargo, ND 58102

**INSTRUCTIONS TO BIDDERS**  
**(INSTRUCTIONS ARE TO BE FOLLOWED WHERE APPLICABLE TO THE PROJECT)**

**ARTICLE 1 – DEFINED TERMS**

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

**ARTICLE 2 – COPIES OF BIDDING DOCUMENTS**

- 2.01 Complete sets of the Bidding Documents may be obtained from the Owner in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

**ARTICLE 3 – QUALIFICATIONS OF BIDDERS**

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within five days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
- A. Evidence of Bidder's authority to do business in the state where the Project is located.
- B. Each Bid shall contain a copy of the North Dakota Contractor's license or certificate of renewal thereof issued by the Secretary of state enclosed in the required Bid envelope. No contract shall be awarded to any Contractor unless they are the holder of a license at least ten days prior to the date set for receiving Bids to be a qualified Bidder. A Bid submitted without this information properly enclosed in the Bid envelope shall not be read or considered and shall be returned to the Bidder.
- C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.
- 3.05 No bid may be read or considered if it does not fully comply with these requirements and any deficient bid submitted must be resealed and will be returned to the Bidder immediately.

**ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE**

**4.01**    *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

**4.02**    *Existing Site Conditions*

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

- 1. The Supplementary Conditions identify:
  - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
  - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
  - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
  - d. Technical Data contained in such reports and drawings.
- 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- 4. Geotechnical Baseline Report: The Bidding Documents contain a Geotechnical Baseline Report (GBR). The GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations (“Baseline Conditions”). The GBR is a Contract Document.

The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.

Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.

- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner by owners of such Underground Facilities, including Owner, or others.
- C. Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

#### 4.03 *Site Visit and Testing by Bidders*

- A. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- B. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- C. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

#### 4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

#### 4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

### **ARTICLE 5 – BIDDER'S REPRESENTATIONS**

#### 5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;

- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Owner is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work:
- J. no information derived from maps, plans, specifications, profiles, or drawings, or from verbal statements by any official and/or representative of the Owner, will relieve the Contractor from any risk or from fulfilling all the terms of the Contract. The accuracy of the Contractor's interpretation of the facts disclosed by any preliminary investigations that have been made by the Owner is not guaranteed. The contractor shall not, at any time, make claims to additional payments or considerations on account of any misunderstanding regarding the nature or amount of the work to be done; and
- K. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Owner written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Owner are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

## **ARTICLE 6 – PRE-BID CONFERENCE**

- 6.01 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Owner will transmit to all prospective Bidders of record such Addenda as Owner considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

## **ARTICLE 7 – INTERPRETATIONS AND ADDENDA**

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents within twenty-four (24) hours before the time set for bid opening. Questions received less than five (5) days prior to the date for opening of the time set for bid opening, exclusive of Sundays and legal holidays, may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

## **ARTICLE 8 – BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions. The Bid Bond must be included with the Bid in a separate envelope attached to the outside of the envelope containing the Bid.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 30 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 30 days after the Effective Date of the Agreement or the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 30 days after the Bid opening.

## **ARTICLE 9 – CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, Milestones are to be achieved and the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

## **ARTICLE 10 – LIQUIDATED DAMAGES**

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

## **ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS**

- 11.01 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

## **ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for those portions of the Work for which such identification is required. such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 12.03 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

## **ARTICLE 13 – PREPARATION OF BID**

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.09 Addenda Acknowledgement, Bond, and License Requirements. All bids must be in a sealed envelope plainly marked with the name and number of the Project, and attached to the outside of the bid envelope must be **A SEPARATE ENVELOPE CONTAINING A LIST OF ALL ADDENDA TO THE PLANS AND SPECIFICATIONS AND AN ACKNOWLEDGEMENT BY THE BIDDER OF RECEIPT OF SUCH ADDENDA, AND THE CONTRACTOR'S LICENSE OR CERTIFICATE OF RENEWAL. THE SEPARATE ENVELOPE SHALL ALSO CONTAIN A BIDDER'S BOND IN THE AMOUNT OF 5% OF THE FULL AMOUNT OF THE BID** executed by the bidder as principal and by a surety, conditioned that if the principal's bid is accepted and the Contract awarded to the principal, the principal, within 30 days after notice of award, shall execute a Contract in accordance with the terms of the bid and a contractor's bond as required by law and the regulations and determinations of the City Commission. Countersignature of a bid bond is not required under this section. The acknowledgement of receipt of the addenda may be listed on the outside or inside of the separate bid bond envelope.
- A. All Bidders must be licensed for the full amount of the bid, as required by N.D. Cent. Code Section 43-07-05. A copy of the Contractor's License or Certificate of Renewal thereof, issued by the Secretary of State, must be enclosed in the bid bond envelope as required under N. D. Cent. Code Section 43-07-12. A Contractor must be the holder of a license at least ten (10) days prior to the date set for receiving bids to be a qualified bidder.
- B. No bid may be read or considered if it does not fully comply with these requirements and any deficient bid submitted must be resealed and will be returned to the Bidder immediately.
- C. The City Commission reserves the right to reject any and all bids and rebid the project until a satisfactory bid is received.
- 13.10 All Bids must be enclosed in a sealed envelope and deposited with the City Auditor identifying the name of the Bidder and its contents.

- 13.11 The Bidder may substitute a computer printed spreadsheet bid schedule for the Bid Schedule found in the Bid Form. The substitute schedule shall be attached to the last page of the supplied Bid form.
- A. The following information shall appear on top of each page of the computer printed bid schedule:
    - 1. Project Name
    - 2. Date of Bid Opening
    - 3. Location (as defined in Advertisement for Bids)
    - 4. Description of Work (from Advertisement for Bids)
    - 5. Page Number
    - 6. Bidder's Name and Address
    - 7. Acknowledgement of Addenda
  - B. The substitute bid schedule shall be printed on sheets of approximately the same size as the bid schedule in the Bid Form, and the words and numerals shall be clear and legible. Each page shall be arranged, numbered, and contain the same bid items as the corresponding bid schedule in the Bid Form. Column headings shall be the same as those in the standard Bid Schedule furnished with the specifications.
  - C. Each bid item shall be separated from the bid items above and below it by one or more blank spaces. Solid lines for separating columns and items are not required, but dashed lines may be placed either vertically or horizontally.
  - D. The total sum(s) of the bid shall be entered at the same relative location as on the standard Bid Schedule.
  - E. The Bidder, or authorized representative, shall sign the substitute bid schedule in ink on the last page of the computer printout. The signer's name and title shall be printed below or beside the signature.
  - F. In case of discrepancies between item descriptions or quantities in the Bid Schedule on the Bid Form and those on the computer printed bid schedule, the Bid Schedule on the Bid Form will govern. Any omitted items or missed items will be considered as "zero", and no payment will be considered for that item.
  - G. All prices must fully cover all items for which Bids are herein asked. Any Bids submitted on items not included in the proposal form shall be grounds for rejection of the entire proposal.

#### **ARTICLE 14 – BASIS OF BID**

##### **14.01 Base Bid with Alternates**

- A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate. In the comparison of Bids, alternates will be applied in the same order as listed in the Bid form.

##### **14.02 Unit Price**

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison.

purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

#### **14.03 Allowances**

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

### **ARTICLE 15 – SUBMITTAL OF BID**

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished with a copy of the Bid Form. The Bid Form is located on page 49 of the bid documents. The Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the address shown on the Advertisement for Bid.
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

### **ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID**

- 16.01 A Bid may be withdrawn at any time prior to the expiration of the period during which Bids may be submitted by written request of the Bidder, to the City Auditor, which request must be signed by an appropriate document duly executed in the same manner that a Bid must be executed and by the same person or persons who signed the Bid. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

### **ARTICLE 17 – OPENING OF BIDS**

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly.

## **ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## **ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder. Owner reserves the right to reject the Bid of any Bidder if Owner believes it would not be in the best interest of the Project to make award to that Bidder whether because Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner. The Owner reserves the right to reject any and all bids and rebid the project until a satisfactory bid is received.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.04 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
  - C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.
  - D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

- 19.05 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Supplementary Conditions.
- 19.06 A contractor may be determined to be a non-responsible Bidder for any one or more of the following reasons:
- A. Inadequate financial resources to perform the Contract;
  - B. Inadequate experience, organization, or technical resources to perform the Contract;
  - C. Uncompleted work which the City of Fargo (Owner) determined might hinder or prevent prompt completion of additional work;
  - D. Default under previous or existing Contracts;
  - E. Failure to repay monies due to the Owner resulting from overpayments;
  - F. Unsatisfactory performance on previous work or current contract(s), including but not limited to: (a) Noncompliance with contract requirements, or Owner's directives; (b) failure to complete work on time; (c) instances of substantial corrective work prior to acceptance; (d) instances of completed work that requires acceptance at reduced pay; and (2) production of non-specification work or materials; and
- 19.07 Any other factor or circumstances showing a reasonable likelihood of inability to perform the Bidding Documents.
- 19.08 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

## **ARTICLE 20 – BONDS AND INSURANCE**

- 20.01 Article 8 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

## **ARTICLE 21 – SIGNING OF AGREEMENT**

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 30 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder.

## **ARTICLE 22 – LAWS, TOGETHER WITH PRINTED AND REGULATIONS**

- 22.01 All applicable laws, ordinances and the rules and regulations of authorities having jurisdiction over construction of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.
- 22.02 Bidders are required to comply with the laws of the States of North Dakota and/or Minnesota as applicable and Cities of Fargo and Moorhead Municipal Code as applicable.

- 22.03 The City is exempt from Federal Tax on the transportation of property, and the Bidder or Contractor shall not include such taxes.
- 22.04 The current income clearance number issued by the State Tax Department shall be furnished by the Contractor to the City.

## **ARTICLE 23 – FEDERAL CLAUSES**

### **23.01 No Government Obligation to Third Parties:**

- 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.

### **23.02 Program Fraud & False or Fraudulent Statements & Related Acts:**

- 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.

### **23.03 Access to Records and Reports:**

- 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 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.

#### 23.04 Federal Changes:

- A. 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.

#### 23.05 Civil Rights and Equal Opportunity:

The AGENCY is and 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.

1. 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.
2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, 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.

3. 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.
4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

#### 23.06 Termination Provisions:

- A. The CITY 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 CITY.
- B. The CITY may cancel or reduce the amount of service to be rendered if there is, in the opinion of the City Commission, a significant increase in local costs; or, in the opinion of the City Commission, 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 CITY 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 CITY 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 CITY shall pay the agreed rate only for services delivered up to the date of termination. The CITY has no obligation to Contractor, of any kind, after the date of termination. Contractor shall deliver all records, equipment and materials to the CITY within 24 hours of the date of termination.

#### 23.07 Disadvantaged and Small Business Enterprise:

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 within 10 days or paying interest at 1 ½ percent. 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 CITY 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 CITY for purchases pertaining to this Contract to the best of the Contractor's ability and will provide the CITY 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 CITY 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 CITY.

#### Fostering Small Business Participation

The CITY 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 CITY. This program is race- and gender- neutral, however SBEs can also count towards DBE goals.

#### 23.08 Incorporation of FTA Terms:

- A. 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 CITY requests which would cause the CITY to be in violation of the FTA terms and conditions.

23.09 Debarred, Suspended, or Ineligible Contractors

- A. The CONTRACTOR certifies that his/her firm is not included on the U.S. Comptroller General's or General Services Administration's Consolidated List of Persons or Firms Currently Debarred or Suspended for Violations of Various Public Contracts Incorporating Labor Standards.
- B. 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.

- C. 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 City of Fargo. If it is later determined by the City of Fargo that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City 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.

23.10 Buy America: (**NOT APPLICABLE**)

- A. 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.

23.11 Breach of Contract and Dispute Resolution:

- A. Owner and Contractor shall endeavor to resolve claims between them by mediation. But nothing prevents the parties from litigating those claims.
- B. No waiver or failure to enforce any part or provision of the Contract Documents, including, but not limited to the change order process, shall be considered a waiver by the Owner of any subsequent default or breach of the same or any other part of provision contained herein, or right to enforce the same or any part of provision contained herein.

23.12 Lobbying Restrictions:

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.

23.13 Clean Air and Federal Water Pollution Control Act:

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).

#### 23.14 Contract Work Hours & Safety Standards Act:

##### A. For construction contracts:

1. 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.
2. 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.
3. 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.
4. 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

1. 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.
2. 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.

3. 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.
4. The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

1.18 Substance Abuse Requirements: Drug & Alcohol Testing: **(NOT APPLICABLE)**

- C. 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 , or the City of Fargo, 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 City 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.

23.15 Cargo Preference:

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.

23.16 Davis-Bacon Act and Copeland Ace – Prevailing Wage and Anti-Kickback:

- A. 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.

23.17 Energy Conservation:

- A. 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).

23.18 Construction—Special Requirements. The following Federal laws and regulations impose requirements that may affect 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:
  - 1. 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.
  - 2. 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.
  - 3. Payment Bond. **(NOT APPLICABLE)** 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:
    - a. Less Than \$1 Million. Fifty percent of the contract price if the contract price is not more than \$1 million,
    - b. 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
    - c. More Than \$5 Million. Two and one half million dollars if the contract price is more than \$5 million.
  - 4. 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.

5. 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.
6. 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.

1.24 Fly America:

B. 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.

- C. 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.
- 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]:

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(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.

1.27 Recycled Products:

- F. 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.

23.19 Safe Operation of Motor Vehicles:

A. 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.

B. 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 Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

23.20 Seismic Safety:

- A. 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.

**ARTICLE 24 – NON-SEGREGATED FACILITIES**

- 24.01 A certification of non-segregated facilities must be submitted prior to award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. Failure to submit the certification with the proposal may be reason for rejection.

- 24.02 Contractors receiving federally assisted construction contract award exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective Subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.
- 24.03 A certification of non-segregated facilities must be submitted prior to award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective Subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

#### **ARTICLE 25 – COMPLIANCE WITH ENVIRONMENTAL PROTECTION REGULATIONS**

- 25.01 Bidders are required to comply with all applicable pollution control and environmental protection regulations.

#### **ARTICLE 26 – PATENTS AND INFRINGEMENTS**

- 26.01 The successful Bidder must protect and indemnify the Owner against any claim or demand for infringements on any patented article, invention, arrangement or appurtenances that may be used in connection with the construction, erection or maintenance of this work.

#### **ARTICLE 27 – RETAINAGE**

- 27.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

## **CERTIFICATIONS AND RESTRICTIONS ON LOBBYING**

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**

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](http://www.dol.gov/whd/govcontracts).

**Modification Number    Publication Date**

<b>0</b>	<b>01/03/2020</b>
<b>1</b>	<b>04/03/2020</b>
<b>2</b>	<b>05/01/2020</b>
<b>3</b>	<b>06/12/2020</b>
<b>4</b>	<b>06/19/2020</b>
<b>5</b>	<b>09/11/2020</b>

**BOIL0647-006 03/01/2018**

**Rates      Fringes**

BOILERMAKER.....\$ 37.22      27.14

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BRND0001-002 05/01/2018

Rates      Fringes

BRICKLAYER.....\$ 33.68      13.42

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ELEC1426-004 06/01/2019

Rates      Fringes

ELECTRICIAN (Excludes Low

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

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\* IRON0512-006 05/03/2020

Rates      Fringes

IRONWORKER, STRUCTURAL.....\$ 33.30      30.7

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PLAS0633-001 05/01/2018

Rates      Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 30.33      14.90

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PLUM0300-016 06/01/2020

	Rates	Fringes
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PIPEFITTER.....	\$ 37.29	16.57
PLUMBER.....	\$ 37.29	16.57

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SFND0669-002 04/02/2020

	Rates	Fringes
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SPRINKLER FITTER (Fire Sprinklers).....	\$ 34.12	20.79
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SHEE9010-002 06/03/2019

	Rates	Fringes
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SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 30.65	17.60
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SUND2012-002 08/18/2014

	Rates	Fringes
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CARPENTER (Drywall Finishing/Taping Only).....	\$ 21.22	7.11
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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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

for Federal Contractors applies to all contracts subject to the

Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons

resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic

violence, sexual assault, or stalking. Additional information

on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

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

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

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

#### Survey Rate Identifiers

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

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.

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#### **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.**

## 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 and Moorhead.

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 maximum	29000 minimum	5000K only	80 CRI minimum	120 degrees minimum	40 minimum

- 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 maximum	8600 minimum	5000K only	80 CRI minimum	130 degrees minimum	40 minimum

- 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 maximum	8600 minimum	5000K only	80 CRI minimum	130 degrees minimum	40 minimum

2. Parts Room, Shop Offices, Locker Room and Restrooms

- 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 maximum	4600 minimum	5000K only	80 CRI minimum	130 degrees minimum	40 minimum

- 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. Tool Room and Fabrication Room

- 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 maximum	4600 minimum	5000K only	80 CRI minimum	130 degrees minimum	40 minimum

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 maximum	4600 minimum	5000K only	80 CRI minimum	130 degrees minimum	40 minimum

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 maximum	31000 minimum	5000K only	80 CRI minimum	120 degrees minimum	65 minimum

- 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 maximum	9100 minimum	4000k or 5000k	70 CRI minimum	NA	65 minimum

- 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 maximum	9800 minimum	5000k only	80 CRI minimum	120 degrees minimum	65 minimum

#### 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	80 CRI minimum	120 degrees minimum	40 minimum

#### 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. 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	80 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. Building Exterior

- 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 maximum	8100 minimum	5000K only	80 CRI minimum	NA	65 minimum

ii. Cut-off Wall Pack

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

**Voltage Requirements**

High bay fixtures located in the parking garage, maintenance shop and wash bay are 277v. All other lights in this project are 120V.

**Exclusions**

No emergency lighting replacement will be included in this project.

## 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	81 – 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	16	2	18		
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		

### Complete Bid

Fixture Bid	Labor Bid	Total Bid
\$	\$	\$

Signature of Proposer \_\_\_\_\_

Typed/Printed Name and Title \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_ FAX \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_