

<b>Landmark Companies Inc</b> 1670 S Hwy 165 Suite 101 Providence UT 84332				PURCHASE ORDER NUMBER		OG		243898	
				PO Number Must Appear On All Invoices And Shipments				VENDOR NUMBER	
		Utah Transit Authority		1500588		11/7/2024			
SEND INVOICE TO:		SHIP TO:		An Equal Opportunity Employer		ORDER TAKEN BY		FOB	
AP@RIDEUTA.COM		ATTENTION: RECEIVING						*	
669 W 200 S		3600 S 700 W		801-287-3008		BUYER		PAGE NUMBER	
SLC, UT 84101		Salt Lake City UT 84119		www.rideuta.com		Woodward, Vicki		1 of 54	

Confirmation: Do not Duplicate  
**Utah Transit Authority is Tax Exempt** Total PO Value: 217,215.89 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00014438	3/31/2025	EA	20-2338.63000.11332002	14 Bus Stop Flatwork Construction WO#129774.01 & 129774.02	.0000	217,215.89

This Contract/PO is a Not to Exceed Amount of \$217,215.89. Work Order 129774.01 is for \$185,984.52. Construction. Work Order 129774.02 is \$31,231.37. Winter Weather preparations of site work.

State of Utah Contract Number: MA3939

See the attached Landmark Companies Inc estimates in Exhibit A below of this PO.

See the attached Insurance and Indemnification Requirements on Exhibit B below of this Purchase Order.

See the attached Exhibit C Federal Clauses below of this Purchase Order.

See the attached Exhibit D Davis Bacon Wages in below of this Purchase Order.

Estimated end date is March 31, 2025.

Utah Transit Authority

DocuSigned by:

  
 70E33A415BA44F6...

Date: 11/8/2024

Mike Bell, AAG State of Utah and  
 UTA Legal Counsel UTA

Unless otherwise expressly agreed in a written document executed by Utah Transit Authority ("UTA"), this Purchase Order is subject to UTA's standard terms and conditions revision date: September 2020, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at [https://rideuta.com/-/media/Files/Home/Terms\\_Conditions\\_UTAGeneralStandard7821.ashx](https://rideuta.com/-/media/Files/Home/Terms_Conditions_UTAGeneralStandard7821.ashx). Vendor's acceptance of this Purchase Order is limited to the express terms of UTA's standard terms and conditions, without modification. Vendor's delivery of the Goods or commencement of performance of Services identified in this Purchase Order are effective modes of acceptance. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of the Contract, are hereby objected to and rejected (and this Purchase Order shall be deemed accepted by Vendor without the additional or different terms).

**If this Purchase order is purchased using a State Contract, then terms and conditions are pursuant to that State Contract.**

# Exhibit A



## Work Order Signature Document

State of Utah eziQC Contract Number: MA3939

New Work Order

Modify an Existing Work Order

Work Order Number: 129774.01

Work Order Date: 09/06/2024

Work Order Title: UTA - Salt Lake, Davis, Weber Counties - Bus Stops - Part 2

Owner Name: UTAH - Utah Transit Authority

Contractor Name: Landmark Companies

Contact: Landon Dixon

Contact: Cory Swallow

Phone: 801-725-3516

Phone: 435-757-7016

Email:

### Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EZIQC Contract No MA3939.

Brief Work Order Description:

Installation of bus stops.

### Time of Performance

See Schedule Section of the Detailed Scope of Work

### Liquidated Damages

Will apply:

Will not apply:

Work Order Firm Fixed Price: \$185,984.52

PO#24-03898



**Detailed Scope of Work**

**Print Date:** September 06, 2024  
**Work Order Number:** 129774.01  
**Work Order Title:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops - Part 2  
**Contractor:** MA3939 - Landmark Companies  
**Brief Scope:** Installation of bus stops.

<b>To:</b> Cory Swallow Landmark Companies 729 S Main St Logan, UT 84321 435-757-7016	<b>From:</b> Landon Dixon UTAH - Utah Transit Authority No Data Input No Data Input, 801-725-3516
---	---

Preliminary

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

**Detailed Scope:**

Scope of Work Demo - Demolition and removal of existing sidewalks, curb and gutter, over ex material and all construction prep for bus stops. Excavation - Over ex done, road base brought in (state spec) and compacted according to plans. Sloped met and special inspections complete. Mobilization - Mobilizing for concrete, excavation, and management crews. Traffic Control - Traffic control at individual sites Temp Controls - Site security for pours and site visits Surveying - Special survey inspections for compaction and density, as well as slump and concrete. Signs - Install new signs. relocate existing signs. Concrete Flatwork - Flatwork for the sidewalks, bus stop pads, and forming of each according to plan. Broom finish. Curb and Gutter - Curb and gutter at each specified location according to plans. Sawcut - n/a, included in demolition line item. Asphalt Repair - Asphalt repair does for each location. ( NO EXACT AMOUNT GIVEN, ALLOWANCE ONLY) Benches/Trash - Haul, assemble and install benches at each location according to plans. Landscaping - Landscape repairs throughout, price given per stop.



**Contractor's Price Proposal Summary - CSI**

**Print Date:** September 06, 2024  
**Work Order Number:** 129774.01  
**Work Order Title:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops - Part 2  
**Contractor:** MA3939 - Landmark Companies  
**Proposal Value:** \$185,984.52  
**Proposal Name:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops - Part 2

<b>01 - General Requirements</b>	<b>\$136,242.15</b>
<b>02 - Site Work</b>	<b>\$10,269.42</b>
<b>03 - Concrete</b>	<b>\$20,572.94</b>
<b>05 - Metals</b>	<b>\$0.00</b>
<b>10 - Specialties</b>	<b>\$293.04</b>
<b>12 - Furnishings</b>	<b>\$7,908.85</b>
<b>31 - Earthwork</b>	<b>\$716.03</b>
<b>32 - Exterior Improvements</b>	<b>\$9,982.09</b>
<b>33 - Utilities</b>	<b>\$0.00</b>
<b>Proposal Total</b>	<b>\$185,984.52</b>

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

**The Percentage of NPP on this Proposal:** 4.25%



**Contractor's Price Proposal Detail - CSI**

**Print Date:** September 06, 2024  
**Work Order Number:** 129774.01  
**Work Order Title:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops - Part 2  
**Contractor:** MA3939 - Landmark Companies  
**Proposal Name:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops - Part 2  
**Proposal Value:** \$185,984.52

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
<b>01 - General Requirements</b>					
1	01 00 00 00 0000		ea	Project Discount	\$0.00
		<b>NPP</b>		Installation	
			Quantity	Unit Price	Factor = Total
			0.00 x	-100.00 x	1.0000 = 0.00
2	01 22 20 00 0006		HR	CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$11,281.65
			Installation	Quantity	Unit Price
				165.00 x	57.51 x
				Factor	Total
				1.1889 =	11,281.65
				3 guys 5 hrs 11 locations	
3	01 22 20 00 0008		HR	Cement MasonFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$20,633.00
			Installation	Quantity	Unit Price
				330.00 x	52.59 x
				Factor	Total
				1.1889 =	20,633.00
				6 guys 5 hrs 11 locations	
4	01 22 20 00 0015		HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$3,440.01
			Installation	Quantity	Unit Price
				66.00 x	43.84 x
				Factor	Total
				1.1889 =	3,440.01
				2 guys 3 hrs 11 locations	
5	01 22 20 00 0019		HR	Painter, OrdinaryFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$0.00
			Installation	Quantity	Unit Price
				0.00 x	40.91 x
				Factor	Total
				1.1889 =	0.00
6	01 22 20 00 0045		HR	Surveyor (Instrument person)	\$1,206.57
			Installation	Quantity	Unit Price
				22.00 x	46.13 x
				Factor	Total
				1.1889 =	1,206.57
				2 hrs 11 locations	
7	01 22 20 00 0046		HR	Surveyor (Rod Person)	\$997.06
			Installation	Quantity	Unit Price
				22.00 x	38.12 x
				Factor	Total
				1.1889 =	997.06
				2 hrs 11 locations	
8	01 22 20 00 0068		HR	Flagperson For Traffic Control	\$1,720.01
			Installation	Quantity	Unit Price
				33.00 x	43.84 x
				Factor	Total
				1.1889 =	1,720.01
9	01 22 23 00 0393		WK	24" Compaction Wheel Attachment For Hydraulic Excavators	\$7,271.98
			Installation	Quantity	Unit Price
				8.00 x	764.57 x
				Factor	Total
				1.1889 =	7,271.98
10	01 22 23 00 0406		WK	3,500 LB Mini-Excavator With Full-Time Operator	\$46,115.01
			Installation	Quantity	Unit Price
				12.00 x	3,232.33 x
				Factor	Total
				1.1889 =	46,115.01

**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 129774.01

**Work Order Title:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops - Part 2

**Proposal Name:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops - Part 2

**Proposal Value:** \$185,984.52

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
<b>01 - General Requirements</b>					
11	01 22 23 00 0679		WK	20 KW, 60 Hertz Towable Diesel Powered Generator Set Fuel consumption : 100% load – 1.6 gallons per hour, 75% load - 1.3 gallons per hour, 50% load - 0.9 gallons per hour.	\$8,547.67
			Installation	Quantity 12.00 x Unit Price 599.13 x Factor 1.1889 = Total 8,547.67	
12	01 45 23 00 0003		EA	Prepare 6 x 12 Concrete Cylinder And Deliver To Lab	\$204.54
			Installation	Quantity 11.00 x Unit Price 15.64 x Factor 1.1889 = Total 204.54 11 locations	
13	01 45 23 00 0005		EA	Concrete Cores Compression Test, ASTM C-42	\$1,884.13
			Installation	Quantity 11.00 x Unit Price 144.07 x Factor 1.1889 = Total 1,884.13 11 locations	
14	01 45 23 00 0007		EA	Unit Weight Of Concrete Cylinder, ASTM C-567	\$1,014.58
			Installation	Quantity 11.00 x Unit Price 77.58 x Factor 1.1889 = Total 1,014.58 11 locations	
15	01 45 23 00 0008		EA	Concrete Mix Design Review	\$1,001.39
			Installation	Quantity 2.00 x Unit Price 421.14 x Factor 1.1889 = Total 1,001.39	
16	01 45 23 00 0012		EA	Concrete Slump Test, ASTM C143	\$724.65
			Installation	Quantity 11.00 x Unit Price 55.41 x Factor 1.1889 = Total 724.65 11 locations	
17	01 45 23 00 0013		EA	Concrete Air Content Test, ASTM C138, ASTM C173, Or ASTM C231	\$724.65
			Installation	Quantity 11.00 x Unit Price 55.41 x Factor 1.1889 = Total 724.65 11 locations	
18	01 52 19 00 0002		WK	Portable Chemical Toilet	\$713.34
			Installation	Quantity 12.00 x Unit Price 50.00 x Factor 1.1889 = Total 713.34	
19	01 55 26 00 0022		CLF	4" Exterior Vinyl Tape (Warning Tape)	\$253.19
			Installation	Quantity 11.00 x Unit Price 19.36 x Factor 1.1889 = Total 253.19	
20	01 55 26 00 0120		EA	Placement And Removal Of Up To 250 Cones By Hand From Roadside	\$168.70
			Installation	Quantity 110.00 x Unit Price 1.29 x Factor 1.1889 = Total 168.70	

**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 129774.01

**Work Order Title:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops - Part 2

**Proposal Name:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops - Part 2

**Proposal Value:** \$185,984.52

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
<b>01 - General Requirements</b>					
21	01 71 13 00 0002		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.	\$3,924.68
			Installation	Quantity 11.00 x Unit Price 300.10 x Factor 1.1889 =	Total 3,924.68
				11 locations	
22	01 74 13 00 0003		CY	Collect Existing Debris And Load Into Truck Or DumpsterPer CY of debris removed.	\$172.76
			Installation	Quantity 11.00 x Unit Price 13.21 x Factor 1.1889 =	Total 172.76
23	01 74 19 00 0012		EA	6 CY Dumpster "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$5,034.86
			Installation	Quantity 11.00 x Unit Price 384.99 x Factor 1.1889 =	Total 5,034.86
				11 locations	
24	01 74 19 00 0019		MO	Rampless Concrete Washout BinIncludes delivery.	\$1,596.10
			Installation	Quantity 3.00 x Unit Price 447.50 x Factor 1.1889 =	Total 1,596.10
25	01 74 19 00 0022		EA	Vacuum, Pickup, Swap And Dump, Concrete Washout BinIncludes vacuum the liquid from the full bin and pick up the bin, and recycle all material. An empty bin will be left at the site if the project is not completed.	\$17,611.62
			Installation	Quantity 11.00 x Unit Price 1,346.67 x Factor 1.1889 =	Total 17,611.62
26	01 74 19 00 0032		CY	Trees, Stumps And Brush, Landfill Dump Fee	\$0.00
			Installation	Quantity 0.00 x Unit Price 7.91 x Factor 1.1889 =	Total 0.00
<b>Subtotal for 01 - General Requirements</b>					<b>\$136,242.15</b>
<b>02 - Site Work</b>					
27	02 41 13 13 0030		SY	>3" To 6" By Machine, Break-up And Remove Welded Wire Reinforced Concrete Paving	\$0.00
			Installation	Quantity 0.00 x Unit Price 21.45 x Factor 1.1889 =	Total 0.00
28	02 41 19 13 0015		EA	Saw Cut Minimum ChargeFor projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.	\$10,269.42
			Installation	Quantity 11.00 x Unit Price 785.25 x Factor 1.1889 =	Total 10,269.42
				11 Locations	
29	02 41 19 13 0041		EA	Drill 2" Diameter Core In >4" To 6" Concrete	\$0.00
			Installation	Quantity 0.00 x Unit Price 44.94 x Factor 1.1889 =	Total 0.00

**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 129774.01

**Work Order Title:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops - Part 2

**Proposal Name:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops - Part 2

**Proposal Value:** \$185,984.52

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
<b>02 - Site Work</b>					
30	02 41 19 13 0042		EA	Drill 3" Diameter Core In >4" To 6" Concrete	\$0.00
			Installation	Quantity Unit Price Factor = Total	
				0.00 x 54.06 x 1.1889 = 0.00	
31	02 90 20 00 0006		EA	13" - 24" DBH Tree Removal and Place on Right-of-Way	\$0.00
			Installation	Quantity Unit Price Factor = Total	
				0.00 x 243.99 x 1.1889 = 0.00	
<b>Subtotal for 02 - Site Work</b>					<b>\$10,269.42</b>
<b>03 - Concrete</b>					
32	03 11 13 00 0009		LF	Up To 6" High Slab Edge and Block-Out Wood Formwork	\$1,716.77
			Installation	Quantity Unit Price Factor = Total	
				400.00 x 3.61 x 1.1889 = 1,716.77	
33	03 15 16 00 0022		LF	1/2" x 3" Asphalt Saturated Fiber, Premolded Expansion Joint	\$186.12
			Installation	Quantity Unit Price Factor = Total	
				101.00 x 1.55 x 1.1889 = 186.12	
34	03 31 13 00 0003		SF	4" 3,000 PSI Slab On Grade Concrete Slab Assembly	\$9,258.56
			Installation	Quantity Unit Price Factor = Total	
				1,250.00 x 6.23 x 1.1889 = 9,258.56	
35	03 31 13 00 0003 0152		MOD	For 4,000 PSI Concrete, Add	\$386.39
			Installation	Quantity Unit Price Factor = Total	
				1,250.00 x 0.26 x 1.1889 = 386.39	
36	03 31 13 00 0003 0159		MOD	For >1,000 To 2,000, Add	\$1,248.35
			Installation	Quantity Unit Price Factor = Total	
				1,250.00 x 0.84 x 1.1889 = 1,248.35	
37	03 31 13 00 0005		SF	6" 3,000 PSI Slab On Grade Concrete Slab Assembly	\$0.00
			Installation	Quantity Unit Price Factor = Total	
				0.00 x 7.83 x 1.1889 = 0.00	
38	03 31 13 00 0014		CY	Direct Chute, Place 3,000 PSI Concrete Pile Caps	\$3,810.38
			Installation	Quantity Unit Price Factor = Total	
				16.00 x 200.31 x 1.1889 = 3,810.38	
39	03 31 13 00 0014 0029		MOD	For 4,000 PSI Concrete, Add	\$267.40
			Installation	Quantity Unit Price Factor = Total	
				15.43 x 14.58 x 1.1889 = 267.40	
40	03 31 13 00 0014 0036		MOD	For High Early Strength, Type 3 ASTM C150, Add	\$310.86
			Installation	Quantity Unit Price Factor = Total	
				15.43 x 16.95 x 1.1889 = 310.86	
41	03 31 13 00 0014 0037		MOD	For Lightweight Aggregate, ASTM C330, Add	\$1,087.92
			Installation	Quantity Unit Price Factor = Total	
				15.43 x 59.32 x 1.1889 = 1,087.92	



**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 129774.01

**Work Order Title:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops - Part 2

**Proposal Name:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops - Part 2

**Proposal Value:** \$185,984.52

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
<b>03 - Concrete</b>					
42	03 31 13 00 0014	0038	MOD	For Up To 20, Add	\$226.13
				Installation	
				Quantity	Unit Price
				15.43 x	12.33 x
					Factor =
					Total
					226.13
43	03 31 13 00 0087		CY	Delivery Fee For Small Concrete Purchases (Short Load) Per CY For Each CY Less Than 9 CYThe task quantity is 9 minus the number of CY's delivered. For example, the delivery fee for 2CY's is: (9-2) = 7.	\$498.77
				Installation	
				Quantity	Unit Price
				16.00 x	26.22 x
					Factor =
					Total
					498.77
				Across 11 Sites	
44	03 35 13 00 0004		SF	Broom, Concrete Floor Finish	\$1,174.04
				Installation	
				Quantity	Unit Price
				1,250.00 x	0.79 x
					Factor =
					Total
					1,174.04
45	03 39 13 00 0002		SF	Water Based Curing, Sealing, Hardening And Dustproofing CompoundCoverage rates: rough finish = 300 SF/GAL, broom finish = 300 to 400 SF/GAL, steel troweled = 500 to 600 SF/GAL, and vertical surface = 400 - 500 SF/GAL.	\$401.25
				Installation	
				Quantity	Unit Price
				1,250.00 x	0.27 x
					Factor =
					Total
					401.25

**Subtotal for 03 - Concrete** **\$20,572.94**

**05 - Metals**

46	05 52 00 00 0000		LFT	UTA - Bus Stop Handrail - Galvanized	\$0.00
		<b>NPP</b>		Installation	
				Quantity	Unit Price
				0.00 x	256.00 x
					Factor =
					Total
					0.00
				Galvanized Handrail	
47	05 75 00 00 0043		SF	0.1382" (10 Gauge) Thick Galvanized Steel Sheet, Installed On Walls	\$0.00
				Installation	
				Quantity	Unit Price
				0.00 x	14.16 x
					Factor =
					Total
					0.00

**Subtotal for 05 - Metals** **\$0.00**

**10 - Specialties**

48	10 00 00 00 0000		EA	UTA - Remove Bus Shelter	\$0.00
		<b>NPP</b>		Installation	
				Quantity	Unit Price
				0.00 x	0.00 x
					Factor =
					Total
					0.00
49	10 00 00 00 0006		EA	Eclipse Shelter - 7x12	\$0.00
		<b>NPP</b>		Installation	
				Quantity	Unit Price
				0.00 x	6,868.32 x
					Factor =
					Total
					0.00
				7x12 Shelter Owner Supplied	
50	10 00 00 00 0007		EA	Eclipse Shelter - 7x16	\$0.00
		<b>NPP</b>		Installation	
				Quantity	Unit Price
				0.00 x	7,704.01 x
					Factor =
					Total
					0.00
				7x16 Shelter Owner Supplied	

**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 129774.01

**Work Order Title:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops - Part 2

**Proposal Name:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops - Part 2

**Proposal Value:** \$185,984.52

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

**10 - Specialties**

51	10 14 53 11 0090		EA	12" x 18" Steel Non-Reflectorized Traffic Sign	\$293.04
		X		Installation	
				Quantity	13.00
				Unit Price	18.96
				Factor	1.1889
				Total	293.04
				Owner Supplied	

**Subtotal for 10 - Specialties** **\$293.04**

**12 - Furnishings**

52	12 00 00 00 0000		EA	UTA - Simme Seat	\$856.01
		NPP		Installation	
				Quantity	2.00
				Unit Price	360.00
				Factor	1.1889
				Total	856.01
				Owner Supplied	
53	12 00 00 00 0001		EA	UTA - Bus Stop Bench	\$1,512.57
		NPP		Installation	
				Quantity	2.00
				Unit Price	636.12
				Factor	1.1889
				Total	1,512.57
				Bench	
				Owner Supplied	
54	12 00 00 00 0002		EA	UTA - Remove Bus Stop Bench	\$0.00
		NPP		Installation	
				Quantity	0.00
				Unit Price	0.00
				Factor	1.1889
				Total	0.00
				Owner Supplied	
55	12 00 00 00 0003		EA	UTA - Trash Can	\$784.67
		NPP		Installation	
				Quantity	3.00
				Unit Price	220.00
				Factor	1.1889
				Total	784.67
				Owner Supplied	
56	12 00 00 00 0004		EA	UTA - Bus Stop Sign	\$3,091.14
		NPP		Installation	
				Quantity	13.00
				Unit Price	200.00
				Factor	1.1889
				Total	3,091.14
				Owner Supplied	
57	12 00 00 00 0005		EA	UTA - Flag Mount	\$1,664.46
		NPP		Installation	
				Quantity	7.00
				Unit Price	200.00
				Factor	1.1889
				Total	1,664.46
				Owner Supplied	

**Subtotal for 12 - Furnishings** **\$7,908.85**

**31 - Earthwork**

58	31 13 13 00 0002		EA	Up To 6" D.B.H. (Diameter At Breast Height) Tree RemovalIncludes cutting up tree, chipping and loading.	\$0.00
				Installation	
				Quantity	0.00
				Unit Price	386.11
				Factor	1.1889
				Total	0.00
59	31 13 13 00 0003		EA	>6" To 12" D.B.H. (Diameter At Breast Height) Tree RemovalIncludes cutting up tree, chipping and loading.	\$0.00
				Installation	
				Quantity	0.00
				Unit Price	579.17
				Factor	1.1889
				Total	0.00

**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 129774.01

**Work Order Title:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops - Part 2

**Proposal Name:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops - Part 2

**Proposal Value:** \$185,984.52

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
<b>31 - Earthwork</b>					
60	31 13 13 00 0022		EA	Stump Grinding Up To 6" Tree	\$0.00
			Installation	Quantity Unit Price Factor = Total	
				0.00 x 64.08 x 1.1889 = 0.00	
61	31 13 13 00 0023		EA	Stump Grinding >6" To 12" Tree	\$0.00
			Installation	Quantity Unit Price Factor = Total	
				0.00 x 80.11 x 1.1889 = 0.00	
62	31 13 13 00 0025		EA	Stump Grinding >15" To 18" Tree	\$0.00
			Installation	Quantity Unit Price Factor = Total	
				0.00 x 106.81 x 1.1889 = 0.00	
63	31 23 16 33 0007		CY	Spreading, Shaping, and Rough Grading Imported or Stockpiled Material for Bulk Excavation by Machine	\$232.43
			Installation	Quantity Unit Price Factor = Total	
				50.00 x 3.91 x 1.1889 = 232.43	
64	31 23 16 33 0009		CY	Cutting, Shaping and Rough Grading Existing Elevations For Bulk Excavation by Machine	\$108.36
			Installation	Quantity Unit Price Factor = Total	
				21.00 x 4.34 x 1.1889 = 108.36	
65	31 23 16 33 0016		SY	Finish Grading for Bulk Excavation by Machine	\$125.25
			Installation	Quantity Unit Price Factor = Total	
				245.00 x 0.43 x 1.1889 = 125.25	
66	31 24 13 00 0020		LF	Finish Grade For Curb And Gutter	\$0.00
			Installation	Quantity Unit Price Factor = Total	
				0.00 x 0.90 x 1.1889 = 0.00	
67	31 24 13 00 0022		SY	Compaction Of Fill Or Subbase For Roadways, Parking Areas, Landscaping And Embankments By Machine Per Lift	\$125.25
			Installation	Quantity Unit Price Factor = Total	
				245.00 x 0.43 x 1.1889 = 125.25	
68	31 24 13 00 0022 0131		MOD	For Up To 250, Add	\$124.74
			Installation	Quantity Unit Price Factor = Total	
				244.00 x 0.43 x 1.1889 = 124.74	

**Subtotal for 31 - Earthwork \$716.03**

**32 - Exterior Improvements**

69	32 11 26 19 0002		CY	Bituminous Stabilized Base Course 3/4" ASTM C33.	\$1,558.51
			Installation	Quantity Unit Price Factor = Total	
				16.00 x 81.93 x 1.1889 = 1,558.51	
			UTBC		
70	32 16 13 13 0008		LF	6" x 30" Cast In Place Concrete Gutter With 6" Curb And Face - Straight	\$0.00
			Installation	Quantity Unit Price Factor = Total	
				0.00 x 35.29 x 1.1889 = 0.00	

**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 129774.01

**Work Order Title:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops - Part 2

**Proposal Name:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops - Part 2

**Proposal Value:** \$185,984.52

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
<b>32 - Exterior Improvements</b>					
71	32 16 13 13 0008	0081		For >50 To 100, Add	\$0.00
			Installation	Quantity 0.00 x Unit Price 5.29 x Factor 1.1889 = Total 0.00	
72	32 16 13 14 0002		EA	Machine Formed Concrete Curb Minimum Set-Up Charge (One Time Per Job)For projects where the total curbing charge is less than the minimum set-up charge, use this task exclusively. This task shall not be used in conjunction with any other tasks in this section.	\$0.00
			Installation	Quantity 0.00 x Unit Price 964.36 x Factor 1.1889 = Total 0.00	
				0 Locations	
73	32 16 13 14 0003		LF	6" x 12" Straight Concrete Curb, Machine Formed	\$0.00
			Installation	Quantity 0.00 x Unit Price 12.10 x Factor 1.1889 = Total 0.00	
				curb wall	
74	32 16 23 00 0009		LF	For Hand Trowel Finish At Sidewalk Edges (Picture Frame)	\$627.74
			Installation	Quantity 400.00 x Unit Price 1.32 x Factor 1.1889 = Total 627.74	
75	32 17 23 13 0005		LF	Single 8" Wide Solid Line, Epoxy Reflective Pavement Striping	\$0.00
			Installation	Quantity 0.00 x Unit Price 1.14 x Factor 1.1889 = Total 0.00	
76	32 17 23 13 0005	0054		For Up To 5,000 LF, Add	\$0.00
			Installation	Quantity 0.00 x Unit Price 0.23 x Factor 1.1889 = Total 0.00	
77	32 17 23 13 0089		LF	Painted Curb And Gutter	\$0.00
			Installation	Quantity 0.00 x Unit Price 3.77 x Factor 1.1889 = Total 0.00	
78	32 84 23 00 0024		EA	6" Pop-Up Height, 3/4" Inlet, Up To 55' Spacing, Gear-Drive, Rotary Sprinkler Head (Rain Bird® 5006-PLPC)	\$1,665.73
			Installation	Quantity 22.00 x Unit Price 59.65 x Factor 1.1889 = Total 1,560.19	
			Demolition	Quantity 11.00 x Unit Price 8.07 x Factor 1.1889 = Total 105.54	
				11 Locations	
79	32 84 23 00 0384		LF	3/4" Schedule 80 Polyvinyl Chloride (PVC) Pipe With Fittings	\$395.90
			Installation	Quantity 90.00 x Unit Price 3.28 x Factor 1.1889 = Total 350.96	
			Demolition	Quantity 45.00 x Unit Price 0.84 x Factor 1.1889 = Total 44.94	
				11 Locations	
80	32 91 13 36 0003		MSF	Rake Topsoil By Hand	\$127.26
			Installation	Quantity 3.00 x Unit Price 35.68 x Factor 1.1889 = Total 127.26	
81	32 91 19 13 0009		CY	Spread Topsoil By Hand From Stockpile	\$80.96
			Installation	Quantity 2.00 x Unit Price 34.05 x Factor 1.1889 = Total 80.96	

**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 129774.01

**Work Order Title:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops - Part 2

**Proposal Name:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops - Part 2

**Proposal Value:** \$185,984.52

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

**32 - Exterior Improvements**

82	32 91 19 13 0012		SY	Furnish And Place Imported Screened Topsoil, 4" Deep	\$129.00										
			Installation	<table border="0"> <tr> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>=</td> <td>Total</td> </tr> <tr> <td>25.00</td> <td>4.34</td> <td>1.1889</td> <td></td> <td>129.00</td> </tr> </table>	Quantity	Unit Price	Factor	=	Total	25.00	4.34	1.1889		129.00	
Quantity	Unit Price	Factor	=	Total											
25.00	4.34	1.1889		129.00											
83	32 92 23 00 0020		MSF	Up To 1,000 SF, Tall Fescue Sod, Installed On Level Ground	\$5,396.99										
			Installation	<table border="0"> <tr> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>=</td> <td>Total</td> </tr> <tr> <td>3.00</td> <td>1,513.16</td> <td>1.1889</td> <td></td> <td>5,396.99</td> </tr> </table>	Quantity	Unit Price	Factor	=	Total	3.00	1,513.16	1.1889		5,396.99	
Quantity	Unit Price	Factor	=	Total											
3.00	1,513.16	1.1889		5,396.99											

**Subtotal for 32 - Exterior Improvements** **\$9,982.09**

**33 - Utilities**

84	33 05 97 16 0034		EA	Snowplowing Marker, Single Unit	\$0.00										
			Installation	<table border="0"> <tr> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>=</td> <td>Total</td> </tr> <tr> <td>0.00</td> <td>87.16</td> <td>1.1889</td> <td></td> <td>0.00</td> </tr> </table>	Quantity	Unit Price	Factor	=	Total	0.00	87.16	1.1889		0.00	
Quantity	Unit Price	Factor	=	Total											
0.00	87.16	1.1889		0.00											

**Subtotal for 33 - Utilities** **\$0.00**

**Proposal Total** **\$185,984.52**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

**The Percentage of NPP on this Proposal:** **4.25%**



**Work Order Signature Document**

**State of Utah eziQC Contract Number: MA3939**

**New Work Order**

**Modify an Existing Work Order**

Work Order Number: 129774.02

Work Order Date: 09/18/2024

Work Order Title: UTA - Salt Lake, Davis, Weber Counties - Bus Stops - Part 2 Supplemental

Owner Name: UTAH - Utah Transit Authority

Contractor Name: Landmark Companies

Contact: Landon Dixon

Contact: Cory Swallow

Phone: 801-725-3516

Phone: 435-757-7016

Email:

**Work to be Performed**

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EZIQC Contract No MA3939.

Brief Work Order Description:

Installation of bus stops.

**Time of Performance**

*See Schedule Section of the Detailed Scope of Work*

**Liquidated Damages**

Will apply:

Will not apply:

**Work Order Firm Fixed Price: \$31,231.37**

Owner Purchase Order Number: 24-03898



**Detailed Scope of Work**

**Print Date:** September 18, 2024  
**Work Order Number:** 129774.02  
**Work Order Title:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops - Part 2 Supplemental  
**Contractor:** MA3939 - Landmark Companies  
**Brief Scope:** Installation of bus stops.

<b>To:</b> Cory Swallow Landmark Companies 729 S Main St Logan, UT 84321 435-757-7016	<b>From:</b> Landon Dixon UTAH - Utah Transit Authority No Data Input No Data Input, 801-725-3516
---	---

Preliminary

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

**Detailed Scope:**

Winter Conditions



**Contractor's Price Proposal Summary - CSI**

**Print Date:** September 18, 2024  
**Work Order Number:** 129774.02  
**Work Order Title:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops - Part 2 Supplemental  
**Contractor:** MA3939 - Landmark Companies  
**Proposal Value:** \$31,231.37  
**Proposal Name:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops - Part 2 Supplemental

<b>01 - General Requirements</b>	<b>\$28,088.18</b>
<b>03 - Concrete</b>	<b>\$3,143.19</b>
<b>Proposal Total</b>	<b>\$31,231.37</b>

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

**The Percentage of NPP on this Proposal:** %





**Contractor's Price Proposal Detail - CSI**

**Print Date:** September 18, 2024  
**Work Order Number:** 129774.02  
**Work Order Title:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops - Part 2 Supplemental  
**Contractor:** MA3939 - Landmark Companies  
**Proposal Name:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops - Part 2 Supplemental  
**Proposal Value:** \$31,231.37

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
<b>01 - General Requirements</b>					
1	01 22 20 00 0008		HR	Cement MasonFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$15,318.44
			Installation	Quantity      Unit Price      Factor      Total	
				245.00      x      52.59      x      1.1889      =      15,318.44	
2	01 22 20 00 0015		HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$12,769.74
			Installation	Quantity      Unit Price      Factor      Total	
				245.00      x      43.84      x      1.1889      =      12,769.74	
<b>Subtotal for 01 - General Requirements</b>					<b>\$28,088.18</b>

<b>03 - Concrete</b>					
3	03 05 13 00 0002		CY	Low Range Water Reducing (LRWR), Type A Concrete Admixture	\$453.66
			Installation	Quantity      Unit Price      Factor      Total	
				49.88      x      7.65      x      1.1889      =      453.66	
4	03 05 13 00 0003		CY	Set Retarding, Type B Concrete Admixture	\$314.30
			Installation	Quantity      Unit Price      Factor      Total	
				49.88      x      5.30      x      1.1889      =      314.30	
5	03 05 13 00 0019		CY	Winter Service Or Heat, Concrete Add	\$1,116.66
			Installation	Quantity      Unit Price      Factor      Total	
				49.88      x      18.83      x      1.1889      =      1,116.66	
6	03 39 23 23 0005		CSF	Non-Electric, Cold Weather Concrete Curing Blanket	\$1,258.57
			Installation	Quantity      Unit Price      Factor      Total	
				37.97      x      27.88      x      1.1889      =      1,258.57	
<b>Subtotal for 03 - Concrete</b>					<b>\$3,143.19</b>

**Proposal Total** **\$31,231.37**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

**The Percentage of NPP on this Proposal:**                      %

# Exhibit B

## 1. INSURANCE REQUIREMENTS

### Standard Insurance Requirements

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

#### 1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$4,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$2,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

#### 2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$2,000,000
-----------------------------	-------------

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

#### 3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

4. Railroad Protective Liability Insurance (RRPLI) – Remove this section if not applicable

During construction and maintenance within fifty (50) feet of an active railroad track, including but not limited to installation, repair or removal of facilities, equipment, services or materials, the Licensee and/or Licensee’s Contractor must maintain “Railroad Protective Liability” insurance on behalf of UTA only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

If the Licensee and/or Licensee’s Contractor is not enrolling for this coverage under UTA’s blanket RRPLI program, the policy provided must have the definition of “JOB LOCATION” AND “WORK” on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement.

6. Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. *(NOTE: Projects over \$10,000,000 will require limits of \$2,000,000 per occurrence and \$4,000,000 aggregate; Projects over \$40,000,000 will require limits of \$5,000,000 per occurrence and \$5,000,000 aggregate)*

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

- 1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant’s assessment of the exposure for this contract; for their own protection and the protection of UTA.

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
  - D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
  - E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to [utahta@ebix.com](mailto:utahta@ebix.com) and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at [utahta@ebix.com](mailto:utahta@ebix.com). The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

- F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-

contractor policies.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action

## ACCESS TO RECORDS AND REPORTS

1. 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, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records. (a) A bid guarantee from each bidder equivalent to five percent of the 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 as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. 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.
3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

## AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

## BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, 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.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

## CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381.
- b. to furnish within 20 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 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; 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.

## CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

## CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act," 49 C.F. R. Part 21 and any implementing requirement FTA may issue.

**1 Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

**2 Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

**3 Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

**4 Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

### Civil Rights and Equal Opportunity

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

**5. Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

## CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the

Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”



## **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer 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.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

### Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such 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 the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The agency 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 the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of 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 paragraphs (1) through (4) of this section."

## **DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT**

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.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

*(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)*

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor 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 Agency deems appropriate, which may include, but is not limited to:

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

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written

consent; and that, unless the Agency'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).

## **DEBARMENT AND SUSPENSION**

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

- (1) Complies with federal debarment and suspension requirements; and
- (2) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

## **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **ENERGY CONSERVATION**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

## **FLY AMERICA**

a) Definitions. As used in this clause—

1) "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. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel

(and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

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

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

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

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

e) 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.

## **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

## **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Recipient 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 Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by 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.

## **NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS**

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

## **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

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.

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(l) on the Contractor, to the extent the Federal Government deems appropriate.

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.

## **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain covered telecommunications equipment or services;
- 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and 200.471.

## **PROMPT PAYMENT**

*(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)*

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, 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 Agency.

## **RESTRICTIONS ON LOBBYING**

### **Conditions on use of funds.**

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

### **Certification and disclosure.**

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

(1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or

(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

(1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or

(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

**Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.**

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

(1) A subcontract exceeding \$100,000 at any tier under a Federal contract;

(2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;

(3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,

(4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

**Shall file a certification, and a disclosure form, if required, to the next tier above.**

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

## **SAFE OPERATION OF MOTOR VEHICLES**

### **Seat Belt Use**

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

### **Distracted Driving**

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

## **SEISMIC SAFETY**

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.

## **SOLID WASTES (RECOVERED MATERIALS)**

(a) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

## **SPECIAL DOL EEO CLAUSE FOR CONSTRUCTION PROJECTS**

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,
- (3) forms,
- (4) notifications,
- (5) press releases,
- (6) other publications.

## TERMINATION

### Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

### Termination for Default [Breach or Cause] (General Provision)

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

### Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

### Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

### Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

### Termination for Default (Supplies and Service)

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

### Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

### Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default.

In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

#### Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

#### Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

## **VETERANS HIRING PREFERENCE**

Veterans Employment - Construction contracts of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

## **OTHER RECOMMENDED CONTRACT REQUIREMENTS**

## **CONFORMANCE WITH ITS NATIONAL ARCHITECTURE**

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

## **FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

## **SEVERABILITY**



The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

## **TRAFFICKING IN PERSONS**

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

**BUY AMERICA CERTIFICATION  
STEEL OR MANUFACTURED PRODUCTS**

---

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

**Certificate of Compliance with Buy America Requirements**

\_\_\_\_ Date \_\_\_\_\_

---

## GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

---

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

**Instructions for Certification:** Signing below indicates the prospective lower tier participant is providing the signed certification.

(1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR 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 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

1. Debarred,
2. Suspended,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
2. Violation of any Federal or State antitrust statute, or,
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds \$25,000,
2. Is for audit services, or,
3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
  - a. Debarred from participation in its federally funded Project,
  - b. Suspended from participation in its federally funded Project,
  - c. Proposed for debarment from participation in its federally funded Project,
  - d. Declared ineligible to participate in its federally funded Project,
  - e. Voluntarily excluded from participation in its federally funded Project, or
  - f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA’s TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.,

## Federal Certifications

### CERTIFICATION AND RESTRICTIONS ON LOBBYING

---

- 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 any agency, a Member of Congress, and 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.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 31 U.S.C. § 1352. 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.,

"General Decision Number: UT20240091 08/09/2024

Superseded General Decision Number: UT20230091

State: Utah

Construction Type: Heavy  
HEAVY CONSTRUCTION PROJECTS

County: Davis County in Utah.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

---

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 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 2024.

---

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

---

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number    Publication Date

0            01/05/2024  
 1            08/02/2024  
 2            08/09/2024

\* ELEC0354-005 06/01/2024

Rates            Fringes

ELECTRICIAN.....\$ 41.23    1.3%+17.12

-----  
 ENGI0003-034 07/01/2020

Rates            Fringes

POWER EQUIPMENT OPERATOR  
 (Mechanic).....\$ 33.04    16.09

-----  
 LABO0295-002 07/01/2019

Rates            Fringes

TRAFFIC CONTROL (Flagger).....\$ 23.71    9.78

-----  
 TEAM0222-004 07/01/2024

Rates            Fringes

TRUCK DRIVER (Dump Truck).....\$ 29.67    14.65

-----  
 \* SUUT2018-002 05/07/2020

Rates            Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 19.69    1.17

LABORER: Common or General.....\$ 19.44    4.31

LABORER: Pipelayer.....\$ 14.68 \*\*    1.96

OPERATOR:  
 Backhoe/Excavator/Trackhoe.....\$ 24.61    5.17

OPERATOR: Bobcat/Skid  
 Steer/Skid Loader.....\$ 25.29    0.00

OPERATOR: Loader.....\$ 23.86    5.75

-----

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

---

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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 <https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

---

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.



## State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

---

## 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 National Office because National Office has 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.

---

END OF GENERAL DECISION"

"General Decision Number: UT20240097 08/09/2024

Superseded General Decision Number: UT20230097

State: Utah

Construction Type: Heavy  
HEAVY CONSTRUCTION PROJECTS

Counties: Salt Lake and Tooele Counties in Utah.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>. Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 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 2024.</p>
--	--

<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>. Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</p>
--	---

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	04/12/2024
2	08/02/2024
3	08/09/2024

ELEC0057-001 03/01/2024

Rates	Fringes
-------	---------

LINE CONSTRUCTION (Lineman).....	\$ 56.57	8.35%+15.80
----------------------------------	----------	-------------

\* ELEC0354-005 06/01/2024

Rates	Fringes
-------	---------

ELECTRICIAN.....	\$ 41.23	1.3%+17.12
------------------	----------	------------

ENGI0003-034 07/01/2020

Rates	Fringes
-------	---------

POWER EQUIPMENT OPERATOR (Mechanic).....	\$ 33.04	16.09
---	----------	-------

ENGI0003-035 07/01/2022

Rates	Fringes
-------	---------

POWER EQUIPMENT OPERATOR (LOADER).....	\$ 31.99	17.64
---	----------	-------

LABO0295-001 07/01/2019

Rates	Fringes
-------	---------

LABORER (Landscape).....	\$ 23.97	9.70
--------------------------	----------	------

LABO0295-002 07/01/2019

Rates	Fringes
-------	---------

TRAFFIC CONTROL (Flagger).....	\$ 23.71	9.78
--------------------------------	----------	------

TEAM0222-004 07/01/2024

Rates	Fringes
-------	---------

TRUCK DRIVER (Dump Truck).....\$ 29.67 14.65

-----  
SUUT2018-008 05/07/2020

Rates Fringes

CARPENTER (Form Work Only).....\$ 24.61 8.45

CEMENT MASON/CONCRETE FINISHER...\$ 20.70 1.21

LABORER: Common or General.....\$ 18.33 6.70

LABORER: Pipelayer.....\$ 18.47 9.00

OPERATOR:  
Backhoe/Excavator/Trackhoe.....\$ 23.40 16.96

OPERATOR: Bobcat/Skid  
Steer/Skid Loader.....\$ 25.29 0.00

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

=====  
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 <https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

-----

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.

#### State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

---

### 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 National Office because National Office has 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.

=====

END OF GENERAL DECISION"



"General Decision Number: UT20240095 08/09/2024

Superseded General Decision Number: UT20230095

State: Utah

Construction Type: Heavy  
HEAVY CONSTRUCTION PROJECTS

County: Weber County in Utah.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 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 2024.
---	---

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.
---	--

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date

0	01/05/2024
1	08/02/2024
2	08/09/2024

\* ELEC0354-005 06/01/2024

Rates Fringes

ELECTRICIAN.....\$ 41.23 1.3%+17.12

-----  
ENGI0003-034 07/01/2020

Rates Fringes

POWER EQUIPMENT OPERATOR  
(Mechanic).....\$ 33.04 16.09

-----  
LABO0295-002 07/01/2019

Rates Fringes

TRAFFIC CONTROL (Flagger).....\$ 23.71 9.78

-----  
TEAM0222-004 07/01/2024

Rates Fringes

TRUCK DRIVER (Dump Truck).....\$ 29.67 14.65

-----  
\* SUUT2018-006 05/07/2020

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 19.69 1.17

LABORER: Common or General.....\$ 20.39 3.29

LABORER: Pipelayer.....\$ 16.00 \*\* 3.98

OPERATOR:  
Backhoe/Excavator/Trackhoe.....\$ 24.00 4.22

OPERATOR: Bobcat/Skid  
Steer/Skid Loader.....\$ 25.29 0.00

OPERATOR: Loader.....\$ 24.00 4.22

-----

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

---

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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 <https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

---

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.

## State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

---

## 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 National Office because National Office has 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.

---

END OF GENERAL DECISION"