



Greater New Haven Transit District

840 Sherman Avenue, Hamden, CT 06514

Phone: 203.288.6282 Fax: 203.288.7471

Request for Quotes

Sinkhole, Drywell & Catch Basin Repairs

GNHTD RFQ #06-2023

RFQ Issued:	Friday, November 10, 2023
Site Walkthrough	Wednesday, November 29, 2023 @ 11:00AM
Questions Due to GNHTD:	Tuesday, December 5, 2023, by 2:00PM
GNHTD Responses Due (estimated):	Friday, December 8, 2023
Proposals Due:	Wednesday, December 20, 2023, by 2:00PM
Contract Award (estimated):	Thursday, January 4, 2024
Effective Date of Contract:	February 1, 2024

Bethany / Branford / East Haven / Hamden / New Haven / North Branford / North Haven / Orange / West Haven / Woodbridge

GNHTD is a government agency established in 1973 under the provision of Connecticut Public Act 261, Chapter 103(a) for the purpose of operating and providing a variety of transportation programs and services

Request for Quotes

Sinkhole, Drywell & Catch Basin Repairs

GNHTD RFQ #06-2023

The Greater New Haven Transit District (GNHTD or “the District”), is seeking Quotes from qualified firms for the structural replacement of three (3) catch basins, as well as the complete replacement of two (2) drywells and the repair of one (1) drywell at our 840 Sherman Avenue, Hamden, CT location.

The structure walls of the catch basins consist of masonry block and mortared joints that is currently deteriorating. The damage to the drywell in need of repair consists of a large opening around the pipe on the east wall of the structure that needs to be closed/repared. One of the drywells that needs to be replaced has a large opening and crack on the north side bottom of the structure, this drywell developed a sinkhole which was filled last winter with gravel. The other drywell that needs to be replaced is cracked on the south wall of upper section of the structure. A Catch Basin - Drywell Observation Report with full recommendation and pictures of each of the three catch basins and three drywells is included in the RFQ document. ALL work will be completed in accordance with the recommendations provided in the report, hereinafter referred to as the Scope of Work (SOW).

Any contract resulting from this Request for Quotes is subject in part to financial assistance contracts between the District and the Federal Transit Administration and the District and the Connecticut Department of Transportation. All Respondents will be required to certify that they are not on the Comptroller General's list of ineligible firms. Further, the firm will be required to comply with all applicable Federal and State required contract clauses as well as applicable equal employment opportunity laws and regulations.

The District, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. GNHTD has not applied a specific DBE Goal to this project. It is GNHTD's policy and practice that SBE's, MBE's, and DBE's are afforded equal opportunities to participate in the performance of its contracts in whole or part. Our commitment is based on Federal Register 49 CFR, Part 26, Section 105 of the Surface Transportation Assistance Act.

The District reserves the right to reject any or all responses as submitted by this Request for Quotes, and to waive informalities and irregularities, as it deems in its best interest.

Proposals must be submitted electronically on or before 2:00 PM, Wednesday, December 20, 2023, to: chey@gnhtd.org, Christine Hey, Manager of Grants and Procurement, Greater New Haven Transit District.

Electronic submission shall be by email or via a secure cloud-based link. GNHTD will not require any hard copies to be submitted at this time, however, the District reserves the right to require Proposers to submit a hard copy of their bid package at a later date. Late submissions will not be accepted.

All questions and/or requests for additional information must be submitted electronically by email no later than **Tuesday, December 5, 2023, by 2:00PM**, and shall be directed to Christine Hey at chey@gnhtd.org.

There will be a **Site Walkthrough on Wednesday, November 29, 2023 @ 11:00AM**.

Bid documents will be available for download from www.gnhtd.org under “doing business with us”. Please complete the required form to obtain the corresponding bid file and be on our notification list for any addenda.

SECTION I - GENERAL INFORMATION

1. INTRODUCTION

The Greater New Haven Transit District (GNHTD or “the District”) is a quasi-municipal corporation operating under the authority of Chapter 103a of the Connecticut General Statutes. There are currently ten member towns represented by appointees who collectively form the Board of Directors, the policy making body of the District. The District has broad powers to acquire, operate, finance, plan, develop, maintain, and otherwise provide all forms of land transportation and related services in the Greater New Haven area. The District also serves a pass-through function for federal, state, and private grants for the purpose of acquiring transportation equipment or providing transportation services.

The District, under contract to the Connecticut Department of Transportation (ConnDOT), provides the complementary paratransit service required by the Americans with Disabilities Act of 1990 (ADA) in the Greater New Haven Area. To support the door-to-door paratransit services, GNHTD owns, maintains, and operates a fleet of approximately 86 cutaway buses. The District is the owner and operator of the facility at 840 Sherman Avenue that currently serves as the centralized location for operations, maintenance and administration activities for the regional paratransit system. The District also leases office space and overflow vehicle parking at 1000 Sherman Avenue in Hamden, CT.

The District is eligible and authorized under state and local law to request, receive, and manage grant funds and to execute and administer grant-funded projects. The District provides a variety of services in support of public transportation in the greater New Haven area of Connecticut. Any contract resulting from this Request for Quotes is subject in part to financial assistance contracts between the District and the Federal Transit Administration and the District and the Connecticut Department of Transportation.

The District is soliciting proposals through this Request for Quotes ("RFQ") from qualified Contractors interested and capable of performing construction services as it pertains to the replacement and repair of the sinkhole, catch basins, and drywells in accordance with the terms and conditions set forth in this RFQ. The specifics of the Scope of Work, and other documents relevant to this RFQ, are set forth below and in the Exhibits attached hereto and made a part hereof.

2. PROPOSAL SUBMITTAL

Proposals must be submitted electronically on or before 2:00 PM, Wednesday, December 20, 2023, to:

Christine Hey
Manager of Grants and Procurement
Greater New Haven Transit District
chev@gnhtd.org

Electronic submission shall be by email to chev@gnhtd.org, or via a secure cloud-based link. GNHTD will not require any hard copies to be submitted at this time, however, the District reserves the right to require Proposers to submit a hard copy of their bid package at a later date. Late submissions will not be accepted. It is the responsibility of the Respondent to ensure that its proposal is delivered to the District by the date and time referred to above.

All costs associated with the preparation and delivery of a proposal are the sole responsibility of the Respondent. Respondent shall not include any such expenses incurred in the development of a Proposal or any costs incurred prior to the execution of a formal contract.

A submission of a Proposal will be considered by the District as constituting a legal offer (valid for at least 90 days) by the Respondent to perform the required services.

3. SITE VISIT & PROPOSAL INQUIRIES

There will be a site walkthrough on **Wednesday, November 29, 2023 @ 11:00AM at 840 Sherman Avenue, Hamden, CT 06514**. We ask that you hold your questions during the walkthrough and submit them in writing via email, by date and time listed below.

Communication by any Respondent with any agent or employee of the District on the subject of this RFQ, or the pending process, may result in the Respondent being deemed ineligible with regard to this RFQ. All questions and requests for clarification regarding this RFQ or this process must be submitted in writing to Christine Hey via email chey@gnhtd.org on or before **2:00PM on Tuesday, December 5, 2023**. Please compile all questions on your company's letterhead and submit as one inclusive list of all questions and requests for information, as we request only one submission per Respondent.

4. QUALIFICATION OF RESPONDENTS

Respondents to this RFQ shall meet the following minimum qualifications to be considered for selection. All Proposers shall have at least five (5) years demonstrated relevant experience performing construction services. Such services shall meet all criteria and requirements identified in the RFQ. All Proposers must have sufficient financial capacity to complete the project. The District is the sole judge in determining compliance with qualification standards.

5. FUNDING: FEDERAL GRANT REQUIREMENTS

Any contract resulting from this Request for Quotes is subject in part to a financial assistance contract between the District and the Federal Transit Administration. All firms will be required to certify that they are not on the U.S. Department of Transportation's list of ineligible firms. Further, the firm will be required to comply with all applicable equal employment opportunity laws and regulations. The Federal requirements placed upon vendors who are participating in a project funded in whole or in part with Federal grants and the required federal certifications are set forth and included in the attached Exhibits. Its provisions are included herein as an integral part of this RFQ.

6. FUNDING: STATE GRANT REQUIREMENTS

Any contract resulting from this Request for Quotes is subject in part to a financial assistance contract between the District and the Connecticut Department of Transportation. No proposal will be accepted from, or a Contract awarded to any person, firm, or corporation that is in arrears or is in default to the State of Connecticut upon any debt or contract or that is in default as a surety or in any other manner is in default of any obligation to the State. Additionally, no Contract shall be awarded to any person, firm, or corporation that has failed to perform on any prior or previous contract, agreement, or license with the State. Nor will any Contract be awarded to any firm that is not registered with the Secretary of State's Office to conduct business in the State of Connecticut. The State requirements placed upon vendors who are participating in a project funded in whole or in part with State grants and required state certifications are set forth and included in the attached Exhibits. Its provisions are included herein as an integral part of this RFQ.

7. DBE & SBE REQUIREMENT

It is the policy of the District that disadvantaged business enterprises (DBEs), Small (SBE) and Minority (MBE) Disadvantaged Business Enterprises be afforded the maximum opportunity to participate in the performance of all contracts led by the District in accordance with Section 4a-60g of the Connecticut General Statutes as revised and in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. This participation may be in the form of prime contracts, and/or sub-contracts, and/or direct or general overhead items procured from DBEs allocated to the Services. The term "disadvantaged business enterprise" means a business enterprise that is at least 51% owned and controlled by one or more socially disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background, or other similar cause. Such persons would include but not be limited to citizens of the United States who are: African Americans (not of Hispanic origin); Hispanic Americans; Native Americans; Asian-Pacific Americans; and, women regardless of race and ethnicity. Proposers will submit a statement indicating its own DBE status and what subcontracts and/or overhead purchases with amounts thereof under this project.

The District is a part of the State of Connecticut Department of Transportation Unified Certification Program (UCP) and any contractor and/or sub-contractor and/or vendor or firm utilized to meet the DBE Participation requirements must be certified through that UCP. A list of Conn DOT Certified DBE vendors can be found at: http://www.biznet.ct.gov/dot_dbe/dbesearch.aspx

8. SUBCONTRACTING

If subcontractors are necessary to complete any functions within this scope of services, the Proposer must list the names and business locations of any proposed subcontractors, with their submitted response, using the form provided in Exhibits. The District reserves the right to review and approve any subcontractors proposed by the Respondent. Any approval of the subcontractor shall not be construed as making the District a party of such contract, giving the subcontractor privities of contract with the District, or subjecting the District to liability of any kind to any subcontractor. All requirements imposed on the Contractor must be passed through to all subcontractors. The Contractor shall supply the District with a certified copy of any subcontract promptly after its execution and shall furnish the District with a Certificate of Insurance (COI) showing that the subcontractors are carrying the proper insurance coverage.

9. PROCUREMENT APPEALS PROCESS

The District's procurement appeals process accepts protests before award submitted within five (5) business days prior to bid opening and may only include protests addressing the adequacy of the bid's pre-award procedure, Instruction to Bidders, General Terms and Conditions, Specifications and Scope of Work (Services) or definition of Approved Equals, protest after bid opening within five (5) business days of the bid opening, and protest after award within five (5) full working days immediately following the award or a notice of intent to award. A full version of the District's Protest Procedures is available upon request.

The District's procurement appeals process is outlined in Section 3 - Protest Procedures. A full version of these procedures is available upon request.

10. VALIDITY OF PROPOSALS & CONFIDENTIALITY

Respondents agree that their proposals remain valid for a period of ninety (90) days after the above cited due date for submission of proposals and may be extended beyond that time by mutual agreement.

By responding to this RFQ, the Respondent implicitly states that the Proposal is not made in connection with any competing firm submitting a separate response to this RFQ and is in all respects fair and without collusion or fraud. It is further implied that the Respondent did not participate in the District's RFQ development process, had no knowledge of the specific contents of this RFQ prior to its issuance, and that no employee of the District participated directly or indirectly in the firm's proposal preparation.

Respondents agree that the Proposals (not including proprietary information) may be released to other bidders upon announcement of final contract execution, if requested by such other bidders.

Unless the information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to these specifications, protest, or any other written communication between the District and Contractor shall be available to the public. If Contractor believes any communication contains trade secrets or other proprietary information that the Contractor believes would cause substantial injury to the Contractor's competitive position if disclosed, the Contractor shall request that the District withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Contractor may not designate its entire Proposal as confidential. Additionally, Contractor may not designate its Cost Proposal as confidential.

If Contractor requests that the District withhold from disclosure information identified as confidential, and the District complies with the Contractor's request, Contractor shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the District from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Contractor

information), and pay any and all cost and expenses related to the withholding of Contractor information. Contractor shall not make a claim, sue or maintain any legal action against the District or its directors, officers, employees or agents in connection with the withholding from disclosure of Contractor information.

If Contractor does not request that the District withhold from disclosure information identified as confidential, the District shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the District.

11. ADDENDA, AWARD CRITERIA, & PROPOSAL REJECTION

The District reserves the right to issue addenda to this procurement, to modify or make changes to any of the contents or schedule, to modify or cancel in part or in its entirety or to reissue the RFQ if it is deemed in the District's best interest. Any corrections or changes to this RFQ will be made by written addendum only and will be distributed to all known recipients. All parties, regardless of how they obtained the RFQ, are solely responsible for ensuring the receipt of any and all addenda. Addendums will be issued on the District's website. Bidders must acknowledge receipt of addenda on the General Information Form included in the bid packet. Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive to the solicitation.

An award will be made to the Contractor deemed responsible and responsive who provides the lowest firm-fixed price quote for the completion of the full SOW as outlined in this RFQ.

The District reserves the right to accept or reject any or all Proposals received as a result of this procurement, to request revised Proposals, to waive informalities and irregularities, or to request further information if it is in the best interest of the District to do so.

12. PROPOSAL WITHDRAWAL

The Respondent's authorized representative may, prior to the date and time set as the deadline for receipt of proposals, modify or withdraw a Proposal by email notice to the official listed in this document. After the proposal receipt deadline, proposals may not be withdrawn for ninety (90) calendar days.

13. INSURANCE & INDEMNIFICATION

The awarded Contractor shall obtain and maintain throughout the term of this Contract (or such longer period as may be specified below, if any) the insurance as described in the Draft Contract included in the attached exhibits, and shall indemnify and hold harmless the District as described in the Draft Agreement.

14. AGREEMENT (CONTRACT) TERM AND CONDITIONS

The Contractor selected to perform the work outlined in this RFQ will be required to execute an Agreement with the District, which describes the Scope of Work to be performed, the schedule for completion of work, compensation, insurance requirements, federal and state requirements and regulations (as applicable), and other pertinent provisions. This contract shall follow the form of the Draft Agreement attached in the Exhibits. Failure to timely execute the Agreement, or to furnish any and all insurance certificates and other materials required in the Agreement, shall be deemed an abandonment of the Respondent's contract offer.

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in the Draft Agreement unless the Proposer includes with their Proposal, in writing, any amendments or exceptions requested by the Proposer to the Agreement.

15. CERTIFIED PAYROLL REQUIREMENT

The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

The awarded Contractor will be required to submit weekly Certified Payroll to the District for each week services are performed under the resulting contract for this RFQ. The required prevailing wage rates are provided in the attached exhibits.

16. ATTACHED EXHIBITS

The following exhibits are included in this RFQ package:

Exhibit A - Scope of Work (SOW)

- Catch Basin - Drywell Observation Report provided by Silver Petrucelli & Associates

Exhibit B - Required Proposal Forms (to be submitted with Proposal)

- General Information Form (indicating acknowledgement of addenda)
- References Form
- Affirmation of Authorized Representative
- Certificate of Eligibility
- Certificate of Non-Collusion
- Certificate of DBE Participation
- DBE Letter of Intent
- Statement on Sub-Contractors
- Lobbying Certificate
- Buy America Certification – Steel, Iron, or Manufactured Products
- State Contractual Requirements Form
- Summary of State Ethics Laws
- Consulting Agreement Representation
- Campaign Contribution Certification
- Small Business Enterprise (SBE) Certification

Exhibit C - Draft Agreement

- Insurance Requirements
- All applicable State and Federal Clauses
- Applicable Davis Bacon – Prevailing Wage Rates

SECTION 2 - PROPOSAL CONTENT & REQUIREMENTS

SUBMISSION REQUIREMENTS

All information shall be provided according to the following instructions in order to be considered a responsive Proposal.

One (1) electronic copy of the Proposal shall be submitted via electronic submission by email to chey@gnhtd.org, or via a secure cloud-based link, hard copies should be available if requested by the District at a later date. Proposers are required to submit the following information identified below. Proposals shall include the required elements, both in content and sequence as set forth in this section. Failure to respond to each item may render the Proposal non-responsive, causing it to be rejected. Each Proposal shall be typed and should be concise but comprehensive and not include any unnecessary elaborate or promotional materials.

Proposals will not be publicly opened. All proposals will be kept confidential throughout the evaluation, negotiation, and selection process.

A. Statement of Qualifications

The statement shall identify the Proposer's capability, experience, and understanding of the Scope of Work. The Proposer shall briefly summarize the main qualifications of the firm and/or personnel that will carry out the scope of services. Proposer shall provide a clear and concise description of the services, major tasks or activities, and equipment provided by their company necessary to complete the project SOW. The proposal shall explain or display the essential points of activity in a time sequence explaining or showing the amount of time allotted to each activity.

Provide a concise statement covering the history of your company under current and any prior names, your major projects or activities both in general and projects similar to the subject of the Proposal, the populations you have served, and why you feel that your company is best suited to fulfill the requirements of the Proposal. References to be included on the required form included in the exhibits.

B. Price Quote

The price to be quoted in any proposal shall include all items of labor (including prevailing wage rates if applicable), materials, supplies, tools, equipment and other costs necessary for completion of the SOW as specified by the District. Any items omitted which are clearly necessary for the completion of the project shall be considered a portion of the SOW although not directly named in the specifications. The prices shown shall not include taxes of any kind. The District is exempt from taxes and shall provide proof of tax-exempt status if requested by Contractor.

The total firm fixed price proposal shall be on the company letterhead signed by an authorized representative (please print name and title) and must be valid for a minimum of ninety (90) days. .

C. Required Forms

- All Forms and Certifications in Exhibit B

SECTION 3 - PROTEST PROCEDURES

Bid/Proposal Protest Procedure - This procurement is being conducted in compliance with FTA Circular 4220.1F, as amended, and all applicable federal, state and local procurement regulations. As required by federal regulation, any protests arising under this Invitation for Bid/RFP/RFQ (hereinafter "Bid") shall be handled through the District's protest procedures. This section details protest rights and discusses a process and deadlines by which protests must be submitted in accordance with the "Greater New Haven Transit District Protest Procedures" dated January 2, 2019. Complete Protest Procedures available upon request.

General - Protests will only be accepted by the District from prospective bidders or offerors whose direct economic interest would be affected by the award of a contract or refusal to award a contract. The District will consider all such protests, whether submitted before or after the award of a contract. The District does not intend to allow the filing of bid protests to unnecessarily delay the procurement process. All protests must be in writing and conform to the following requirements:

1. Be concise and legally arranged;
2. Provide name, address and telephone numbers of protester;
3. Identify the solicitation or contract number;
4. Provide a clear and detailed statement of the legal and factual grounds of the protest including copies of all relevant documents; and
5. Provide a statement as to what relief is requested.

Protest Before Award - Protests before award must be submitted within five (5) business days prior to bid opening and may only include protests addressing the adequacy of the bid's pre-award procedure, Instruction to Bidders, General Terms and Conditions, Specifications and Scope of Work (Services) or definition of Approved Equals. If the written protest is not received by the time specified, the bid shall continue. Thereafter, all issues and appeals on these matters are deemed waived by all interested parties.

If the Protest is found to have merit, the District will determine if the bid opening should be postponed. If the bid opening is postponed, the District will contact known recipients that a protest has been filed and that bid opening is postponed until a final decision is issued. Appropriate addenda will be issued regarding any rescheduling of the bid opening.

Protest After Bid Opening - When a protest against the making of an award is received from Bidders whose bids might become eligible for award, Bidders may submit a protest, within five (5) business days of bid opening, conforming to the method detailed in the "General" section above. Award of a contract will be suspended until five (5) business days after the matter is resolved. The District reserves the right to proceed with contract award if it is determined that:

1. The items or services to be procured are urgently requested; or
2. Delivery or performance will be unduly delayed by failure to make the award promptly; or
3. Failure to make a prompt award otherwise causes undue harm to the District, the State of Connecticut or the federal government.
4. The protest is found to be without merit.

In the event the District determines that an award is to be made during the five (5) day period or during the pendency of a protest, the Federal Transit Administration (FTA) will be notified prior to the making of the award. FTA reserves the right not to participate in such procurements.

Protest After Award - Protest against an award must be filed with the District within five (5) full working days immediately following the award or a notice of intent to award. This protest shall conform to requirements of the "General" section above. Thereafter, such issues are deemed waived by all interested parties. If it appears that the

award may be invalidated and a delay in receiving the supplies or service is not prejudicial to the District's interest, the District shall by a mutual agreement with the contractor, suspend performance on a no-cost basis.

The District Decision on the Protest - The District's Executive Director or his/her designee will evaluate and make a decision. Following an adverse decision by the District, the protester may file a protest with the Federal Transit Administration (FTA).

Federal Transit Administration (FTA) Review of Protest - Reviews of protests by FTA will be limited to projects with federal funding and a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest or if there is a violation of federal law or regulation. The cognizant FTA Regional or Headquarters Office must receive an appeal to FTA, with a copy to the District, within five (5) working days of the date the protester knew or should have known of the alleged failure of GNHTD to provide written protest procedures or to comply with such procedures. Protesters shall include the District's project/solicitation number, a statement of the grounds for protest and all supporting documentation. This should detail the alleged failure to have protest procedures or the alleged failure to follow procedures. The complaint process stated within that law or regulation will handle violations of Federal law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

Judicial District - The laws of the State of Connecticut shall govern this IFB/RFP/RFQ and any subsequent contract. The venue for any litigation arising from this IFB/RFP/RFQ or contract shall lie in New Haven County, Connecticut.

EXHIBIT A

Scope of Work (SOW)

Specifications and Recommendations

Catch Basin - Drywell Observation Report

Provided by Silver Petrucelli & Associates

July 11, 2022

Chris Nardi, AIA
Silver Petrucelli + Associates
3190 Whitney Avenue
Hamden, CT 06518

Re: Catch Basin – Drywell Observation
Greater New Haven Transit District
840 Sherman Avenue
Hamden, CT 06518
PE#: 1385

Dear Mr. Nardi:

This letter presents the findings of our Catch Basin – Drywell observation performed for the Greater New Haven Transit District located at 840 Sherman Avenue, Hamden, CT. Our scope of services for this investigation included the following:

- A visual observation of the existing catch basin and drywell structures located on the property throughout the paved driveway and parking areas.
- Photo documentation of the existing structures. Due to the structures being a confined space, all photos were taken by personnel outside of the structure and by extending a camera into the structure.
- Preparation of this letter presenting our findings and recommendations with regard to the condition of the existing catch basin and drywell structures.

PROJECT CONSIDERATIONS AND OBSERVATIONS

Plans and mapping of the site and existing structure details were not available at the time of this report. CTECO aerial imagery was used to prepare an Existing Conditions Plan to document the general location of the catch basin and drywell structures and the associated piping linking the structures. This plan can be found at the end of this report.

A site visit was made on July 1, 2022 and a total of seventeen (17) structures were observed. All structures had been cleaned/pumped out on June 29, 2022.

Four (4) of the structures are catch basins consisting of solid walls and bottoms. Thirteen (13) of the structures are hexagonal (6-sided) drywells consisting of two (2) pieces stacked on top of each other with a cross beam between them. Solid bottoms were observed in most of the drywells. Some of the drywells contained water and debris at the bottom and therefore the solid bottom could not be

verified in these structures. All of the structures have a precast concrete catch basin top and grate.

Large openings were observed around the pipes in most of the drywell structures. Openings appear to have been filled with large rocks and/or soil. It is likely that as water fills and drains out of the drywell structures, soil surrounding the drywells is washed back into the structure thereby creating a void in the surrounding soil. This was observed at one (1) of the drywell structures where a sink hole on the side of the structure has developed.

A table identifying the conditions found at each catch basin and drywell can be found at the end of this report.

CONCLUSIONS AND RECOMMENDATIONS

Based on the site visit observations, the following was noted:

Catch Basin #1: Structure walls consisting of masonry block and mortared joints is deteriorating. The structure should be replaced with a new precast concrete catch basin structure.

Catch Basin #2: Structure walls consisting of masonry block and mortared joints is deteriorating. The structure should be replaced with a new precast concrete catch basin structure.

Catch Basin #3: Structure walls consisting of masonry block and mortared joints is deteriorating. The structure should be replaced with a new precast concrete catch basin structure.

Drywell #8: Large opening around the pipe on east wall of structure. The opening around the pipe should be closed.

Drywell #14: Large opening and crack on the north side bottom of the structure. Structure should be replaced.

Drywell #16: South wall of upper section of structure cracked. Structure should be replaced.

General Observation: Many of the drywell structures have oversized openings around the pipes that results in surrounding soil and stone to fall into the structures as water levels inside and outside the structures rise and fall. This is the likely cause of the sinkhole at Drywell #14 and may lead to further sinkholes developing around the structures. The openings should be closed to prevent further material from falling into the structures.

Photos of all the catch basin and drywell structures can be found at the end of this report.

LIMITATIONS

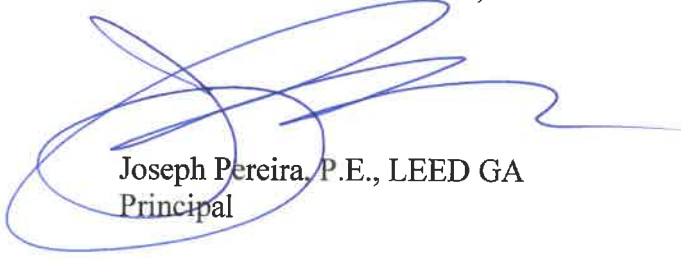
This letter was prepared specifically for Silver Petrucelli + Associates and their client for the purpose of attempting to assess the condition of the existing catch basin and drywell structures.

Our recommendations and conclusions are based upon the visual observations made during the site

visit and our experience and engineering judgement. The conclusions and observations in this letter are professional opinions. No warranty is made regarding the services performed, either expressed or implied.

Very truly yours,

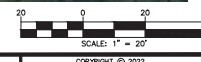
PEREIRA ENGINEERING, LLC

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right. The signature is positioned over the printed name and title of Joseph Pereira.

Joseph Pereira, P.E., LEED GA
Principal



REFERENCE: CAPITOL REGION COUNCIL OF GOVERNMENTS. 2016 AERIAL IMAGERY. RETRIEVED FROM <http://crlco.uconn.edu/data/flight2016/index.htm>.



PEREIRA
ENGINEERING, LLC
Civil • Environmental • Land Surveying
One Enterprise Drive, Suite 312 Phone: (203) 344-3844
Shelton, CT 06484 Fax: (203) 344-3845

CERTIFICATION

REVISIONS				
NO.	BY	DATE	REMARKS	

DES ---
DWN ---
CND ---

PREPARED FOR
GREATER NEW HAVEN TRANSIT DISTRICT
FOR PROPERTY LOCATED AT
840 SHERMAN AVENUE
HAMDEN, CONNECTICUT

EXISTING CONDITION PLAN CATCH BASINS - DRYWELL STRUCTURES

SCALE: 1"=20'

DATE JULY 6, 2022
C SHEET 1 OF 1
CAD REF. NO. 1385AERIAL

CATCH BASIN AND DRYWELL STRUCTURE TABLE - 840 SHERMAN AVENUE, HAMDEN, CT					
<u>STRUCTURE ID</u>	<u>LOCATION</u>	<u>DEPTH</u>	<u>PIPES</u>	<u>COMMENTS</u>	<u>IMAGE #'S</u>
Catch Basin #1	Front Lot	40.5"	15"PVC	Type 'C' top & grate in good condition; Masonry block structure; Solid bottom; Block is deteriorating with open joints.	0692-0697
Catch Basin #2	Entrance Drive	58.5"	15"PVC	Type 'CL' top & grate in good condition; Masonry block structure; Solid bottom; Block is deteriorating with open joints.	0698-0704
Catch Basin #3	Entrance Drive	71"	15"PVC	Type 'CL' top & grate in good condition; Solid bottom; Masonry Block Structure; Block is deteriorating with open joints.	0705-0710
Drywell #4	Entrance Drive	96"(Water Level at 62")	15"PVC	Type 'CL' top & grate in good condition; Upper section fair to good condition; Lower section below water level; Openings around pipe.	0711-0722
Drywell #5	Entrance Drive	89" (Water Level at 80")	(1) 15" PVC, (1) 18" PVC	Type 'CL' top & grate in good condition; Structure in fair to good condition; solid bottom.	0723-0731
Drywell #6	Side Lot	88"	15"PVC	Type 'CL' top & grate in good condition; Structure in fair to good condition' Openings around pipe; Capped pipe visible through opening; Sediment and debris at bottom of structure.	0733-0743
Drywell #7	Side Lot	78" (Water Level at 65")	(1) 15" PVC, (1) 18" PVC	Type 'CL' top & grate in fair condition; Structure in fair to good condition; Openings around pipes; Solid bottom.	0744-0752
Drywell #8	Side Lot	80" (Water Level at 64")	(1) 15" CPP, (1) 15" PVC	Type 'CL' top & grate in good condition; Structure in fair to good condition; Large opening around pipe.	0753-0762
Drywell #9	Rear Lot	96"	(1) 15"CPP	Yard drain frame & grate (2'x2') in good condition; Structure in fair to good condition; Solid bottom; Opening around pipe.	0763-0771
Drywell #10	Rear Lot	85"	(1) 15"CPP , (1) Plastic	Type 'C' top & grate in good condition, Structure in fair to good condition; Sediment and debris at bottom of structure.	0772-0779
Drywell #11	Rear Lot	91"	(2) 15" CPP, (1) CPP	Type 'C' top & grate in good condition; Structure in fair to good condition; Sediment and debris at bottom of structure..	0780-0786
Drywell #12	Rear Lot	93.5"	(1) 15" CPP, (1) CPP	Type 'C' top & grate in good condition; Structure in fair to good condition; Openings around pipes; Sediment and debris at bottom of structure.	0787-0794
Drywell #13	Side Lot	106"	(1) 15" CPP	Type 'C' top & grate in good condition; Structure in fair to good condition; Openings around pipes; Sediment and debris at bottom of structure.	0795-0853
Drywell #14	Exit Drive	103"	(3) CPP	Type 'C' top & grate in good condition; Lower structure has opening and is cracked; Openings around pipes; Sediment and debris at bottom of structure; sink hole visible on north side of structure.	0863-0874
Catch Basin #15	Exit Drive	62"	(2) 15" CPP	Type 'CL' top & grate in good condition; Strucutre in fair to good condition; Openings around pipes; Sediment and debris at bottom of structure; Solid bottom.	0875-0880
Drywell #16	Exit Drive	94" (Water Level at 84")	(2) 15" CPP	Type 'C' top & grate in good condition, South wall of upper structure cracked; Openings around pipes; Sediment and debris at bottom of structure.	0881-0890
Drywell #17	Exit Drive	104"	(1) 15" CPP	Type 'C' top & grate in good condition; Structure in fair to good condition; Opening around pipe; Sediment and debris at bottom of structure.	0891-0900



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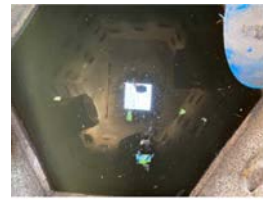
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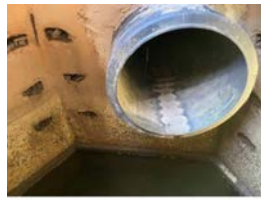
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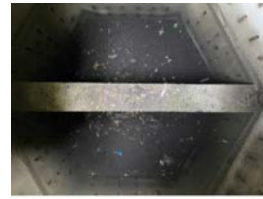
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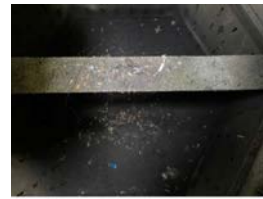
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EXHIBIT B

Required Proposal Forms **(Includes Federal and State Required Certificates)**

General Information Form

Name of Organization: _____

Organization's Address: _____

Telephone Number: _____ Years in Business: _____

Federal Taxpayer ID Number: _____ DUNS Number: _____

Organization is (check one):

____ Corporation ____ Partnership ____ Association ____ Joint Venture ____ Sole Proprietorship

____ Public Agency ____ Quasi-Public Agency ____ Other: (Explain): _____

If the organization is a corporation indicate the following:

Date of Incorporation: _____ State of Incorporation: _____

President's Name: _____

If the organization is an individual or a partnership indicate the following:

Date of Organization: _____

Name and address of all partners: _____

Organization's Authorized Representatives:

Contact for Proposal Questions, Name: _____

Title: _____ Phone: _____

Email Address: _____

Officer responsible for Contract Performance, Name: _____

Title: _____ Phone: _____

Email Address: _____

Acknowledgment of received Addenda No(s): _____

The undersigned, being cognizant of the pages, documents and attachments concerned herewith agrees to provide the District with the services described in the Request for Proposals. The stated Proposal shall be firm for ninety (90) days from the due date for this Proposal. The Contractor hereby affirms that this Proposal is genuine, non-collusive, and not made in the interest of any person not herein named.

Authorized Signature: _____

Name (print): _____

Title: _____

Date: ____ / ____ / ____



Greater New Haven Transit District

840 Sherman Avenue, Hamden, CT 06514

Phone: 203.288.6282 Fax: 203.288.7471

References

Please include attached to this list, any project descriptions, reviews, or referrals that may be pertinent to this procurement

1. Company: _____
Address: _____
City/State/Zip Code: _____
Contact Name/Title: _____
Phone: _____ Email: _____

2. Company: _____
Address: _____
City/State/Zip Code: _____
Contact Name/Title: _____
Phone: _____ Email: _____

3. Company: _____
Address: _____
City/State/Zip Code: _____
Contact Name/Title: _____
Phone: _____ Email: _____

4. Company: _____
Address: _____
City/State/Zip Code: _____
Contact Name/Title: _____
Phone: _____ Email: _____

5. Company: _____
Address: _____
City/State/Zip Code: _____
Contact Name/Title: _____
Phone: _____ Email: _____

Bethany / Branford / East Haven / Hamden / New Haven / North Branford / North Haven / Orange / West Haven / Woodbridge

Affirmation of Authorized Representative

Name of Proposer: _____

Relationship to Proposer: _____

By signing below on behalf of the Proposer, I declare that the Proposer has duly authorized me to make this certification and bind the Proposer's compliance. Thus, the Proposer agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the requirements of these clauses as indicated on the ensuing pages, Federal Government Required Clauses (FTA).

The Proposer affirms the truthfulness of this certification it has made, and acknowledges that the program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et. seq., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31 apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. Chapter 53 or any other statute.

In signing this document, I declare that the foregoing certification and any other statements made by me on behalf of the Proposer are true and correct.

Contractor's Authorized Official:

SIGNATURE: _____

NAME: _____

TITLE: _____

FIRM: _____

DATE: ____ / ____ / ____

Certification of Eligibility

By signing below, the Proposer hereby certifies that neither it nor its “principals” is included on the U.S. Comptroller General’s Debarred Bidders List.

1. The Proposer certifies to the best of its knowledge and belief that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.
 - b) Have not, within a three-year period preceding the date of this Proposal, been convicted of or had a civil judgment rendered against it for 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, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
 - c) Are 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 enumerated in Paragraph B of this Certification.
 - d) Have not, within a three-year period preceding the date of this Proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.
2. The prospective proposer also certifies that if, later it becomes aware of any information contradicting the statements of paragraphs (a) through (d) above, it will promptly provide that information to GNHTD.
3. Where the prospective proposer is unable to certify to any of the statements in this certification, such prospective primary participant shall attach and provide a written explanation to GNHTD.

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

Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall include an explanation in such regard with its Proposal.

(Check One) _____ I DO CERTIFY _____ I DO NOT CERTIFY

Contractor's Authorized Official:

SIGNATURE: _____

NAME: _____

TITLE: _____

FIRM: _____

DATE: ____ / ____ / ____

Certification of Non-Collusion

The Undersigned certifies, under penalties of perjury:

That this Proposal has been made by the Proposer independently, and has been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in this procurement document, designed to limit independent bidding or competition;

That the contents of the proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or its surety or any bond furnished with the proposal, and will not be communicated to any such person prior to the official awarding of this procurement.

That I have fully informed myself regarding the accuracy of the statement made in the certificate.

Contractor's Authorized Official:

SIGNATURE: _____

NAME: _____

TITLE: _____

FIRM: _____

DATE: ____ / ____ / ____

Certification for Disadvantage Business Enterprise (DBE)

It is the policy of the Greater New Haven Transit District that disadvantaged business enterprises as defined in 49 C.F.R. Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 C.F.R. Part 26 apply to this agreement.

The supplier or Proposer agrees to ensure that disadvantaged business enterprises as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or Proposers shall take necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete and perform contracts. Recipients and their Proposers shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award of federal assisted contracts.

GNHTD has not established a DBE participation goal for work performed under this Contract by qualified Disadvantaged Business Enterprise firms. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeree/Proposer non-responsive.

The undersigned bidder/offeree has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeree is committed to a minimum of _____ % DBE utilization on this contract.

_____ The bidder/offeree (if unable to meet the DBE goal of _____ %) is committed to a minimum of _____ % DBE utilization on this contract and should submit documentation demonstrating good faith efforts.

Name of bidder/offeree's firm: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Please attach the names and addresses of any and all DBE eligible sub-proposers who will perform work on this project, and the approximate dollar amounts to be paid to them using the form on the following page. One form per DBE eligible sub proposer must be provided.

DBE Letter of Intent

Name of bidder's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above.
The estimated dollar value of this work is \$ _____

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above and that the firm is DBE certified to perform the specific trades.

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Contractor's Statement on Sub-Contractors

1. There are NO sub-Contractors associated with this proposal.

Authorized Signee: _____

Printed Name: _____

Title: Date: _____

For (Company): _____

OR

2. Listed below are sub-Contractors associated with this proposal. Additional sheets are attached as required. I
_____ have also attached appropriate Disadvantage Business Certifications.

Name of Company: _____

Address: _____

Contact Person: _____

Telephone #: _____

E-mail: _____

Name of Company: _____

Address: _____

Contact Person: _____

Telephone #: _____

E-mail: _____

Lobbying Certificate

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor's Authorized Official:

SIGNATURE: _____

NAME: _____

TITLE: _____

FIRM: _____

DATE: ____ / ____ / ____

Buy America Certification

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products.

Certificate of Compliance

If steel, iron, or manufactured products (as defined in §§ 661.3 and 661.5 of this part) 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 § 661.13(b) of this part.

The Proposer (bidder or offeror) hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

[71 FR 14117, Mar. 21, 2006, as amended at 72 FR 53696, Sept. 20, 2007].

Contractor's Authorized Official:

SIGNATURE: _____

NAME: _____

TITLE: _____

FIRM: _____

DATE: ____ / ____ / ____

Certificate of Non-Compliance with 49 U.S.C. 5323(j) (1)

The Proposer (bidder or offeror) hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Contractor's Authorized Official:

SIGNATURE: _____

NAME: _____

TITLE: _____

FIRM: _____

DATE: ____ / ____ / ____

Proposals that are not accompanied by a properly completed Buy America certification are subject to the provisions of 49 CFR 661.13 and will be rejected as nonresponsive.

State Contractual Requirements

The Agreement between the District and the Connecticut Department of Transportation has specific provisions that are passed on to all third-party contractors including, but not limited to, Civil Rights, Nondiscrimination, Affirmative Action/Equal Employment Opportunities, Disadvantaged Business Enterprise, Governors' Executive Orders, Code of Ethics, and all applicable federal regulations. These provisions and all applicable appendices of the Agreement are herein incorporated by reference and made a part of this contract.

Contractor's Authorized Official:

SIGNATURE: _____

NAME: _____

FIRM: _____

TITLE: _____

DATE: ____/____/____

CONNECTICUT REQUIRED CERTIFICATIONS

All contract certifications required by the State of Connecticut must be included with the proposal. The instructions and affidavits forms are available at the State of Connecticut, Office of Policy and Management Internet site at: <http://www.ct.gov/opm/cwp/view.asp?A=2982&Q=386038>

Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for Termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

The summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b, is available on the State of Connecticut's Office of State Ethics website.

Contractor's Authorized Official:

SIGNATURE: _____

NAME: _____

FIRM: _____

TITLE: _____

DATE: ____/____/____

CONSULTING AGREEMENTS REPRESENTATION

Pursuant to section 4a-81 of the Connecticut General Statutes, the Contractor represents that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below.

"Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are: _____

Description of Services Provided: _____

Is the consultant a former State employee or former public official?

☐ YES

☐ NO

If YES: _____

Name of Former State Agency

Termination Date of Employment

The undersigned, being the person signing the Contract, swears that the representation in this Consulting Agreements Representation provision in this Contract is true to the best of my knowledge and belief, and is subject to the penalties of false statement.

Print Name

Signature of person signing this Contract

Date

Sworn and subscribed before me on this _____ day of _____, 20____.

Commissioner of the Superior Court or Notary Public

My Commission Expires



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page*).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any *state contractor or prospective state contractor* which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.



STATE OF CONNECTICUT CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a bid or proposal or a non-competitive contract with a value of \$50,000 or more, pursuant to C.G.S. § 9-612.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of submission of your bid or proposal (if no bid or proposal— submit this completed form with the earliest submittal of any document to the state or quasi-public agency prior to the execution of the contract), and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier.

Check One:

- ☐ **Initial Certification**
- ☐ **Updated Certification because of change of information contained in the most recently filed certification**

CAMPAIGN CONTRIBUTION CERTIFICATION:

I certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of subdivision (2) of subsection (f) of Section 9-612 of the General Statutes, without mitigating circumstances having been found to exist concerning such violation. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

All Campaign Contributions on behalf of any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidate, for a period of four years prior to signing the contract or date of the response to the bid, whichever is longer, include:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ **day of** _____, **20** ____.

Commissioner of the Superior Court (or Notary Public)

_____ **My Commission Expires**

Small Business Enterprise (SBE) Certification

To be eligible for the State of Connecticut's SBE certification a company must meet the legal definition of a small business or that of a minority owned firm:

SMALL BUSINESS ENTERPRISE (SBE):

Been doing business under the same ownership or management and has maintained its principal place of business in Connecticut for at least one year immediately prior to the date of application; Gross revenues not exceeding \$15,000,000 during its most recent fiscal year; and, 51% ownership held by a person(s) who exercises the operational authority over daily affairs of the business and has the power to direct policies and management and receives beneficial interests of the business.

MINORITY BUSINESS ENTERPRISE (MBE):

A small business (must meet the above-stated SBE criteria) with at least 51% ownership by one or more minority person(s) who exercises operational authority over daily affairs of the business, has the power to direct management and policies, and receives the beneficial interests of the business. A minority is a person(s) who is American Indian, Asian, Black, Hispanic, has origins in the Iberian Peninsula, a woman, or an individual with a disability.

Yes____; My Company is certified by the State of Connecticut as a SBE; attach a copy of the SBE Certification.

No____; My Company is not certified by the State of Connecticut as a SBE.

SBE Certification

The contractor hereby acknowledges that **District** has established a contract goal of **zero percent (0%)** for this project. No further action is required.

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

NOTE: This form is to be submitted with the Proposal. Please attach the names and addresses of any and all SBE eligible subcontractors who will perform work on this project, and the approximate dollar amounts to be paid to them. If there is no participation, then that must be indicated on the form; the form executed and returned with this Proposal.

EXHIBIT C

Draft Agreement

**(Includes Insurance Requirements, all State and Federal Clauses,
and applicable Davis Bacon Federal Wage Rates)**

Greater New Haven Transit District Sinkhole, Drywell & Catch Basin Repairs Agreement 06-2023

This Agreement is made as of the ____ day of _____ by and between the Greater New Haven Transit District (the "District"), a municipal corporation formed under Chapter 103a of the Connecticut General Statutes, Revision of 1958, as amended (the "Statutes"), having its principal place of business at 840 Sherman Avenue, Hamden, Connecticut 06514, acting herein by Mario Marrero, its Executive Director, hereunto duly authorized, and _____, a corporation licensed to do business in the State of Connecticut, acting herein by _____ its _____ having its principal place of business at _____, hereinafter referred to in this Contract as the Contractor.

Whereas, the District desires to engage the Contractor to provide construction services for parking lot repairs pertaining to a sinkhole and drywell and catch basin repairs, and the Contractor agrees to perform the services specified herein in accordance with all other terms and conditions set forth herein.

Now, therefore, in consideration of the mutual promises in this Agreement and other good and valuable consideration, Contractor and District agree as follows:

1. Engagement

The District hereby engages the Contractor and the Contractor accepts such engagement to perform those services ("Services") specified in detail by District in the Scope of Work ("SOW") set forth on Attachment 2, attached hereto and incorporated herein.

2. The District's Responsibilities

The District shall provide policy direction for the Services. It shall monitor the performance of the Contractor's work on the Services. The District will reimburse the Contractor for allowable Service costs in accordance with the provisions of this Agreement.

3. Services to be Performed

The Services to be performed under this Agreement by the Contractor shall be in conformity with the description of construction services and the District's requirements, set forth in the SOW on Attachment 2. The District has the right to modify the service area and work required, as deemed necessary in the best interest of the District.

4. Days and Hours of Service

The days and hours of service are determined in the sole discretion of District based on District's needs, defined in writing by District and set forth on Attachment 2.

5. Equipment

Contractor shall furnish all equipment required to carry out the Services as specified in the SOW, and/or included in the Request for Proposals. The Contractor shall supply all materials necessary to perform the Services. Such materials and supplies shall be suitable for carrying out the requirements of the SOW.

6. Term

This Agreement shall have an effective date and commence on February 1, 2024. The Agreement shall remain in effect until the Services required hereunder are completed, but in any event shall terminate December 31, 2024 (the "termination date") unless it is otherwise terminated in accordance with its provisions. The District has the right, at its sole discretion, to extend this Agreement. The provisions of the Agreement, as may be amended or modified, will remain in force during any such extension.

7. Compensation

The District shall compensate the Contractor for the Services in accordance with the rates specified in the Contractor's Proposal, set forth on Attachment 3, attached hereto and incorporated herein. The District agrees to compensate the Contractor the maximum of _____ dollars (\$____) for the services in accordance with and subject to the Contractor's Proposal, Compensation for any additional services, if requested, shall be mutually agreed upon in writing and signed by District and Contractor prior to the provision of any additional services.

8. Payment Schedule

The Contractor shall furnish the District an invoice in a format approved by the District for the cost of Services rendered by the Contractor for each service request that is fulfilled. Invoices will be mailed or delivered to the District's address set forth above. The District shall pay the Contractor for work performed in accordance with the terms specified herein. All invoices shall be paid by District within forty-five (45) days of the invoice date. No requests shall be made for costs incurred prior to the effective date nor after the termination date of this Agreement.

9. Changes

It is recognized that the SOW is subject to modification. Accordingly, the District shall have the right to request changes within the general SOW to be performed by the Contractor, and the Contractor shall exercise all reasonable efforts to agree to perform such requested changes in as timely a manner as possible. In the event that any such change causes an increase or decrease in the cost of performing any of the Contractor's Services, the parties shall agree upon an equitable adjustment of the schedule, maximum payment amount, and line-item costs to the extent that they are affected by such change. The District reserves the right to change or otherwise alter the services outlined in the SOW upon fifteen (15) days written notice to the Contractor. By written mutual agreement, the Contractor agrees to implement those specified changes within a reasonable timeframe but in no case later than thirty (30) days after receipt of notice. The Contractor reserves the right to reject any change or service alteration proposed by the District for good and compelling reasons and will notify the District of said rejection within ten (10) days of receipt of notice. If the Contractor rejects any change or service alteration, the District shall have the right to terminate this Agreement in which no further payments shall be due to the Contractor.

Contractor (and Subcontractors) shall make no changes in the work without issuance of a written change order (or updated PO) from the District. In the event of a change order request, the Contractor must submit a written Proposal to the District with a brief description of the additional work required, the cost, and the justification or rationale as to why it was not included in the original Proposal. The Contractor must have the written authorization of the additional fixed-price change order work before proceeding with any additional services, work or any variations in specified materials.

10. State, Local Changes of Law

In the event that any change in State or Local law, rule or ordinance ("Legal Change") directly and solely causes a material increase in Contractor's costs of procuring insurance, employee benefits, an increase in the minimum wage, Contractor may make a written request for additional compensation on account of the same. Any such written request must be made within fourteen days from the date of such change, or the Contractor's right to make such request shall be irrevocably waived. If the Contractor makes a timely written request and proves to the satisfaction of the District that there has been a Legal Change, and such change has directly and solely caused a material increase in the Contractor's costs, the District and Contractor will in good faith negotiate a reasonable increase in the Contractor's compensation.

11. Personnel and Subcontracting

The Contractor shall not subcontract any portion of any work required for the completion of the Agreement without the prior written approval of the District. The Contractor shall utilize the Project staff and sub-contractors cited in its Proposal. All requirements imposed on the Contractor must be passed through to all subcontractors. The Contractor shall supply the District with a certified copy of any subcontract promptly after its execution. The Contractor shall furnish the District with a Certificate of Insurance (COI) showing that the subcontractors are

carrying the proper insurance coverage. The District reserves the right to approve any changes to said Personnel and sub-contractors. The financial accounts of all such sub-contractors may be audited in the same manner as those of the Contractor. The Contractor shall include the provisions of this Agreement in every subcontract or purchase order entered into in order to fulfill any obligation of this Contract.

12. Integrity

The Contractor hereby certifies that it, its principals, sub-recipients, or sub-contractors are not on the United States of America's Comptroller General's or State of Connecticut's list of ineligible contractors and that none of the above persons or entities by defined events or behavior, potentially threaten the integrity of this State supported contract.

13. Code of Ethics

The Contractor hereby acknowledges and agrees to comply with the provisions of Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and the policies enumerated in "Connecticut Department of Transportation Policy Statement Policy No. E&A-10, Subject: Code of Ethics Policy", June 1, 2007.

14. Prohibited Financial Interests

No director, officer, member, or employee of the District, a constituent municipality of the District, or a local public body during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. During the proposal process or the term of the Agreement, Contractor and their employees may be required to publicly disclose financial interests under the District's Conflict of Interest Policy. The Contractor further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

15. Audit and Inspection of Plants, Places of Business, and Records

(A) The District and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor and any Subcontractors plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.

(B) The Contractor shall maintain, and shall require each of the subcontractors to maintain, accurate and complete Records. The Contractor shall make all of its and the subcontractors Records available at all reasonable hours for audit and inspection by the State and its agents.

(C) The District shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the District suspects fraud or other abuse, or in the event of an emergency, the District is not obligated to provide any prior notice.

(D) The Contractor shall keep and preserve or cause to be kept and preserved all of its and the subcontractors Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The District may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(E) The Contractor shall cooperate fully with the District and its agents in connection with an audit or inspection. Following any audit or inspection the District may conduct and the Contractor shall cooperate with an exit conference.

(F) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Subcontractors.

The period of access and examination described above, for records which relate to (1) appeals for disputes, (2) litigation of the settlement of claims arising out of the performance of this contract, or (3) costs and expenses in relation to the performance of this contract to which exception has been taken by the State, the Comptroller General or any of their duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

16. Disclosure of Records – Freedom of Information Act

This Agreement may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to Freedom of Information Act and may be disclosed by the public agency pursuant to Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

17. Ownership of Work and Publication

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by the Contractor are and shall be the property of the District. The District shall be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the Contractor or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the District. If any materials are lost, damaged, or destroyed before final delivery to the District, the Contractor shall replace them at its own expense and the Contractor assumes all risks of loss, damage, or destruction of or to such materials.

The following statement should appear on the cover page of any published report prepared under the terms of this Agreement, and such publication must be reviewed by the District prior to publication: "Prepared in cooperation with the U.S. Department of Transportation (including its participating agencies), Connecticut Department of Transportation and GNHTD. The opinions, findings and conclusions expressed in this publication are those of the Contractor and do not necessarily reflect the official views or policies of the District, Connecticut Department of Transportation and/or the U.S. Department of Transportation."

The Contractor may not reference sales/service to the District or the State of Connecticut for advertising and/or promotional purposes without the prior approval of the parties. The State has sole and exclusive right and title to all printed material produced for the District and the Contractor shall not copyright the printed matter produced under this contract.

18. Confidentiality and Protection of Confidential Information

Any District materials to which the Contractor has access or materials prepared by the Contractor during the course of this Agreement ("confidential information") shall be held in confidence by the Contractor, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Contractor as necessary to accomplish the rendition of the services.

(A) The Contractor and Subcontractor(s), at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

(B) The Contractor and Subcontractor(s), shall develop, implement and maintain a comprehensive data security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the CTDOT concerning the confidentiality of Confidential Information, such data - security program shall include, but not be limited to, the following:

- (1) A security policy for employees related to storage, access and transportation of data containing Confidential information;
- (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
- (3) A process for reviewing policies and security measures at least annually;
- (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
- (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(C) The Contractor and Subcontractor(s) shall notify the CTDOT and the Connecticut Office of Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which the Contractor or Subcontractor(s) have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Transportation, the CTDOT and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement of the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the CTDOT in accordance with this Section and shall cover a length of time commensurate with circumstances of the Confidential Information Breach. The Contractor's costs and expenses for the credit monitoring and protection plan shall not be recoverable from the CTDOT, any State of Connecticut entity or any affected individuals.

(D) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Subcontractor to safeguard Confidential Information in the same manner as provided for in this Section.

Nothing in this Section shall supersede in any manner the Contractor's or Subcontractor's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 or any provisions of this Agreement concerning the obligations of the Contractor as a business associate of a covered entity (as such terms are defined in 45 C.F.R. § 160.103).

19. Required Federal Clauses

The Contractor shall be required to perform the Services hereunder in accordance with all applicable FTA regulations and the terms and conditions of this Agreement. The applicable required contract clauses are attached hereto and incorporated herein as Attachment 1. The Contractor shall comply with all applicable USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F in the same manner and to the same extent as the District. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

20. The Agreement

This Agreement consists of (1) this Document; (2) Federally Required Contract Clauses; (3) the Original Bid Document(s); (4) Contractor's Proposal; and (5) any other provisions referred to in this Agreement, if any. This Agreement represents the entire and integrated Agreement between the District and the Contractor and supersedes

all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and the Contractor.

21. Termination

The District may terminate this Agreement, in whole or in part, for its convenience and without cause with at least thirty (30) days written notice to the Contractor. If this Agreement is terminated for convenience, the District shall be liable only for payment under the payment provisions of this Agreement for services satisfactorily rendered before the effective date of termination. If the Contractor fails, in the sole discretion of the District, to perform its services in accordance with any of the terms of the Contract Documents, the District may terminate this Agreement for cause by giving written notice to the Contractor. Such termination shall be effective immediately, unless the District states otherwise in its notice of termination. In such event, the Contractor shall be paid only for services performed to the satisfaction of the District, subject to the District's withholding of the value of any damages sustained by the District due to any default by the Contractor. In the event that any termination made pursuant to this paragraph is subsequently shown to have been without cause, such termination shall be deemed and constitute a termination for convenience and therefore shall not constitute a breach of contract by the District.

22. Indemnification and Insurance

The Contractor shall indemnify and hold harmless the District, the directors, officers, employees, and agents of the District, from and against any and all claims, suits, actions, obligations, liabilities, damages, losses or injury (including the resulting death of a person), penalties, and expenses (including reasonable attorneys' fees) to the extent arising out of the performance of this Agreement or due to the Contractor's negligence or willful misconduct or omissions of the Contractor or its employees, agents, subcontractors or representatives. Notwithstanding anything contained herein to the contrary, neither party shall be liable for any indirect, incidental, special or consequential damages, whether in contract or tort (including negligence and strict liability) resulting from its performance or failure to perform under this Agreement, including but not limited to loss of anticipated profits or benefits, even if such party has been advised of the possibility of such damages.

The Contractor will be required to carry, for the term of the Contract and any amendment thereto, for the services performed under the terms of this Agreement and those performed for the Contractor by its subcontractors, the following minimum insurance coverages from an insurance company or companies with an A.M. Best rating of A- (VII) or better. Such insurance shall protect, defend and indemnify the Greater New Haven Transit District (the 'District) from all claims which may arise out of or result from the Contractor's obligations under this Agreement, whether caused by the Contractor or by a subcontractor or any person or entity directly or indirectly employed by said Contractor or by anyone for whose acts said Contractor may be liable.

- A. **Commercial General Liability Insurance.** Contractor shall provide a commercial general liability insurance policy including a broad form comprehensive general liability endorsement and coverage against claims for personal injury, bodily injury, death and property damage, to be on the so-called "occurrence" with a combined limit of not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence, naming Greater New Haven Transit District as additionally insured which shall be primary and non-contributory to any insurance carried by the District, and cover at least the following hazards: (1) premises and operations; (2) products and completed operations on an "if any" basis; (3) independent Contractors; (4) blanket contractual liability for all insured contracts; (5) contractual liability covering the indemnities in this Contract; and (6) waiver of subrogation in favor of the District.
- B. **Commercial Automobile Liability Insurance.** Contractor shall provide commercial automobile insurance with a limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. Such coverage shall also include hired and non-owned automobile coverage. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).

- C. **Workers' Compensation Insurance.** Contractor shall provide workers' compensation and employer's liability insurance with respect to all services the Contractor performs and all those performed for the Contractor by its subcontractors, and as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States, respectively. Limits shall be no less than One Million Dollars (\$1,000,000) each accident by bodily injury; One Million Dollars (\$1,000,000) each accident by disease; and a policy limit of One Million Dollars (\$1,000,000). Such policy shall contain a "waiver of our right to recover from others endorsement" in favor of the District.
- D. **Umbrella Liability Insurance.** Contractor shall provide an umbrella liability policy in excess (without restriction or limitation) of those limits described in items (A) through (C). Such policy shall contain limits of liability in the amount of One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) in the aggregate which may be amended during the term of the contract if deemed reasonable and customary by the District.

Prior to the issuing of any notice to proceed by the District, the Contractor shall furnish the District with Certificates of Insurance evidencing such insurance as set forth above. Said policies shall not be cancelled or permitted to lapse until final completion and approval of the performance of the work until ten (10) days after the District has received written notice, by certified or registered mail, that the cancellation or change of such policy is contemplated.

The Contractor shall advise all their insurers of the contract provisions regarding insurance. The failure of the Contractor to notify insurers of the contract provision shall not relieve the Contractor from its insurance obligations under the Agreement. Non-fulfillment of the insurance provisions shall constitute a breach of this agreement and the District retains the right to stop work until proper evidence of insurance is provided.

23. Force Majeure

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation (except payment of money) is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party. The term "Force Majeure" as employed herein, shall mean acts of God, riots, embargoes, wars, blockades, insurrections, strikes and work stoppages, fires, snow, ice, floods, governmental orders or regulations, accidents, and other contingencies beyond the reasonable control of the Contractor and which by the exercise of due diligence, the Contractor is unable to prevent or overcome. Each party shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder, or prevent performance of the Services under this Agreement. In any event that either party is prevented or delayed in the performance of its obligations by reason of such Force Majeure, there shall be an equitable adjustment of the schedule, maximum payment amount, and line-item costs.

24. Dispute Resolution

The parties hereby agree that only for disputes that arise between Contractor and District concerning a claim for breach of the obligation to pay fees such disputes be submitted to final and binding arbitration before a single arbitrator pursuant to the Commercial Arbitration rules of the American Arbitration Association, such arbitration proceeding to be held in Connecticut. The submission for arbitration shall be made by either party not later than the sixtieth (60th) day following the filing of a claim by Contractor or District. The parties shall share the costs of such arbitration proceeding equally and they agree that any arbitration award shall be final and binding.

25. Litigation

The Contractor agrees that the sole and exclusive means for the presentation of any claim against the District arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

26. Whistleblower Provision

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of such statute, Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

27. Compliance with Laws and Regulations

Contractor agrees to comply with all state, county, municipal, and other local laws, rules and regulations including but not limited to the Immigration Reform and Control Act of 1986 which are now or may in the future become applicable to Contractor and Personnel.

28. Certificate of Compliance

At any time at the request of the District, the Contractor shall submit to the District a certificate of an appropriate officer of the Contractor which indicates compliance with the provisions of this Agreement and which has attached copies of any documents in support of the certification. If requested by the District, such certification shall be on a form provided by the District.

29. Civil Rights and Affirmative Action Requirements

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees to the Title VI Contractor Assurances and the Nondiscrimination Statutes and Authorities, attached hereto and incorporated herein.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the State, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

1. The Contractor agrees and warrants that in the Performance of this Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents Performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents Performance of the work involved;
2. the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission;
3. the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the

Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

4. the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and

5. the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the Term of this Contract and any amendments thereto. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, or (B) initialing this nondiscrimination affirmation in the following box: ☐

30. Connecticut Required Contract/Agreement Provisions (SEEOR)

Specific Equal Employment Opportunity Responsibilities" (SEEOR), dated March 3, 2009, as may be amended from time to time, are incorporated as a material term, and the Contractor shall be required to include this requirement in any of its subcontracts, SEEOR attached hereto and incorporated herein.

31. Executive Order

This Agreement is subject to the provisions of Executive Order No 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Contractor's request, the District shall provide a copy of these orders to the Contractor, also available at http://www.das.state.ct.us/Purchase/Info/Executive_Orders.pdf.

32. Environmental Law Compliance

The Contractor shall be responsible to comply with all federal and state environmental laws and regulations pertaining to the operation of transit motor buses and/or facilities managed by the Contractor, including but not limited to, pollutants emissions control, storage and/or disposal of waste, fluids, fuels, oil, and chemicals in general. The Contractor shall be responsible to comply with OSHA regulations. The Contractor will hold the

District and the State and the Authority harmless of any lawsuits and/or fines with respect to any environmental and/or OSHA regulations violations.

33. Independent Contractor

Contractor's relationship with District is that of an independent contractor, and nothing in this Agreement shall be construed to designate Contractor, or any of its employees, as employees, agents, joint ventures, or partners of District. Contractor shall exercise its own discretion over the method and manner of performing its duties and District will not exercise control over Contractor, its employees, equipment or facilities except insofar as may be necessary to ensure performance and compliance with this Agreement. None of the benefits of District's employees are available to Contractor's employees.

34. Assignment

The District and the Contractor each binds itself, its successors and assigns to the other party to this Agreement and to the successors and assigns of such other party with respect to all covenants of this Agreement. Neither the District nor the Contractor shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld. Any attempt to assign this Agreement without consent shall be void.

35. Authority

Each person signing this Agreement on behalf of a party hereto represents and warrants that such person has full authority to enter into this Agreement on behalf of that party.

36. Counterparts

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or electronic PDF transmission shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement shall become effective upon execution and delivery of the signature page by each party hereto as herein provided.

37. Captions

The captions herein are provided for convenience only and shall not affect or determine the parties' substantive rights under this Agreement.

38. Severability

In case any one or more provisions set forth in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the parties agree to negotiate in good faith to modify this agreement so as to effectuate their original intent.

39. Notices

All notices required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent by first class mail or hand delivered or sent via a recognized national overnight delivery service to:

If to Contractor:

Attn:

If to District:

Greater New Haven Transit District
840 Sherman Avenue
Hamden, CT 06514

Attn: Mario Marrero, Executive Director

40. Governing Law

Unless otherwise specified, this Agreement shall be governed by and construed in accordance with the internal laws of the State of Connecticut, whether or not its conflict of laws principles would dictate otherwise. Nothing contained in this Agreement is intended to nor shall limit the authority or responsibilities assigned to the

individual signatories under State or Federal law. This Agreement shall be deemed to have been made in Hamden, Connecticut.

The Contractor irrevocably consents with respect to any claims or remedies at law or in equity, arising out of or in connection with this Agreement to the jurisdiction of the Connecticut Superior Court (except as otherwise required by law or that Agreement), and, with respect to any claim between the Parties, to venue in Judicial District of New Haven or the United States Federal Court, District of Connecticut, and irrevocably waives any objections that it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise. Nothing herein shall be construed to waive any of the States or the District's immunities.

In Witness Whereof, the parties hereto have set their hands and seals on the day and year indicated below.

Greater New Haven Transit District:

By: _____ Date: _____

Mario Marrero
Executive Director

Witness:

Print Name Signature

Contractor

By: _____ Date: _____

Name
Title

Witness:

Print Name Signature

**CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS SPECIFIC EQUAL
EMPLOYMENT OPPORTUNITY RESPONSIBILITIES**

1. General:

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

Contractors and Subcontractors
Consultants and Subconsultants
Suppliers of Materials and Vendors (where applicable)
Municipalities (where applicable)
Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (ConnDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, Chapter 4, Section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

2. Equal Employment Opportunity Policy:

The Company will develop, accept and adopt as its operating policy an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

3. Equal Employment Opportunity Officer:

The Company will designate and make known to ConnDOT contracting officers an Equal Employment Opportunity Officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active equal employment opportunity program and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy:

a. All members of the Company's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Company's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meeting will be conducted by the EEO Officer or other knowledgeable company official.
- (2) All new supervisor or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Company's equal employment opportunity obligations within thirty days following their reporting for duty with the Company.
- (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Company's procedures for locating and hiring minority group employees.

b. In order to make the Company's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Company will place their equal employment opportunity policy in areas readily accessible to employees, applicants for employment and potential employees. The Company will bring the equal opportunity policy to the attention of employees through meetings, employee handbooks, or other appropriate means.

5. Recruitment:

a. When advertising for employees, the Company will include in all advertisements the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project workforce would normally be derived. The Company shall comply with this provision and the recruitment requirements outlined in their ConnDOT approved Affirmative Action Plan.

b. The Company will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Company will through his/her EEO Officer, identify sources of potential minority group employees, and applicants may be referred to the Company for employment consideration.

If the Company has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Company's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the Company to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Company will encourage his/her present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions:

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoffs, and termination, shall be taken without regard to race, color, religion, sex, or national origin, etc. The company's personnel actions shall comply with this provision and the requirements outlined in their ConnDOT approved Affirmative Action Plan.

- a. The Company will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The Company will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The Company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The general contract provisions entitled A (76) Affirmative Action Requirements is made part of this document by reference.

7. Training and Promotion:

- a. The Company will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the Company's work force requirements and as permissible under Federal and State regulations, the Company shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded.
- c. The Company will advise employees and applicants for employment of available training programs and the entrance requirements for each.
- d. The Company will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions:

If the Company relies in whole or in part upon unions as a source of employees, the Company will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect

referrals by such unions of minority and female employees. Actions by the Company either directly go through a contractor's association acting as agent will include the procedures set forth below:

- a. The Company will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The Company will use best efforts to incorporate an Equal Opportunity clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex or national origin.
- c. The Company is to obtain information as to the referral practices and policies of the labor union except to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Company, the Company shall so certify to the Connecticut Department of Transportation (ConnDOT) and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the Company with a reasonable flow of minority and women referrals within the time limits set forth in the collective bargaining agreement, the Company will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The United States Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Company from meeting the obligations under Executive Order 11246 as amended, and these special provisions, such Company shall immediately notify ConnDOT.

9. Subcontracting:

- a. The Company will use his/her best efforts to solicit bids from and to utilize minority group subcontractors, or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority owned construction firms from the Division of Contract compliance.
- b. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports:

- a. The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:
 1. The number of minority and non-minority group members and women employed in each classification on the project;
 2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women; (applicable only to contractors who rely in whole or in part on unions as a source of their work force),
 3. The progress and efforts being made in locating, hiring, training, qualifying and upgrading minority and female employees; and
 4. The progress and efforts being made in securing the services of minority group subcontractors, or subcontractors with meaningful minority and female representation among their employees.
- b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.
- c. The Company will submit an annual report to ConnDOT each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision", the Company will be required to furnish Form FHWA 1409.

11. Affirmative Action Plan:

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will submit a ConnDOT Affirmative Action Plan.

THE TITLE VI CONTRACTOR ASSURANCES

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

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Regulations relative to Nondiscrimination in Federally-assisted programs of the United States Department of Transportation Federal Highway Administration and Federal Transit Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income or Limited English Proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration or Federal Transit Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the Recipient or the Federal Highway Administration or the Federal Transit Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the contractor's non-compliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- a. withholding contract payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with, litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

NONDISCRIMINATION STATUTES AND AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C § 794 et seq.)as Amended(prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to - ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq)

Attachment 1

Federal Clauses

DRAFT

Attachment 2

**Greater New Haven Transit District
Request for Quotes
RFQ 06-2023
Sinkhole, Drywell & Catch Basin Repairs**

DRAFT

Attachment 3

Contractor's Quote Sinkhole, Drywell & Catch Basin Repairs

DRAFT

Federal Clauses

1. No Government Obligation to Third Parties

GNHTD and the 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 GNHTD, 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.

2. False of Fraudulent Statements or Claims

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. § 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.

3. Access to Third Party Contract Records

a. Record Retention

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

b. Retention Period

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

c. Access to Records

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

d. Access to the Sites of Performance

The Contractor agrees to permit FTA and its contractors' access to the sites of performance under this contract as reasonably may be required.

4. Changes to Federal Requirements

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

5. Termination

a. Termination for Convenience

GNHTD may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the District'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 GNHTD to be paid the Contractor. If the Contractor has any property in its possession belonging to GNHTD, the Contractor will account for the same, and dispose of it in the manner GNHTD directs.

b. Termination for Default

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, GNHTD may terminate this contract for default. GNHTD 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 GNHTD.

c. Opportunity to Cure

GNHTD, 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 GNHTD'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 GNHTD setting forth the nature of said breach or default, GNHTD 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 GNHTD from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach

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

e. Termination for Convenience or Default

GNHTD 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 GNHTD 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 GNHTD, or property supplied to the Contractor by the GNHTD. If the termination is for default, GNHTD 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 GNHTD and the parties shall negotiate the termination settlement to be paid the Contractor.

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

6. Civil Rights

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

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

a. Nondiscrimination

In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. Race, Color, Religion, National Origin, Sex

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

recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c. Age

In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

d. Disabilities

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

7. Special DOL EEO Clause for Construction Projects

The District 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.

8. Veterans Employment Preference

As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Contractor agrees and assures that each of its Subcontractors: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a Third-Party Contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and (2) Will not 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.

9. Disadvantage Business Enterprise

It is the policy of GNHTD 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. It is also the policy of GNHTD to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. § 26 eligibility standards are permitted to participate as DBE's;

5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. § 26, participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. GNHTD shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, GNHTD may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the GNHTD.

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 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 District 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).

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

The Contractor must promptly notify GNHTD whenever a DBE subcontractor preforming 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 preform that work through its own forces or those of an affiliate without prior written consent of GNHTD.

10. Prompt Payment

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the District. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors' work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the District. This clause applies to both DBE and non-DBE subcontracts.

11. Incorporation of Federal Transit Administration (FTA) Terms

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

12. Government-Wide Debarment and Suspension

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

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid, proposal, or contract, the Contractor certifies as follows:

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

13. Buy America

The contractor agrees to comply with 49 U.S.C. § 5323(j) and 49 C.F.R. part 661, as may be amended from time to time, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11. Contractor shall comply with 49 USC 5323(l) and FTA's implementing regulation 49 CFR 663. The Contractor must submit the appropriate Buy America certification with its bid or offer. Proposals that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

14. Safe Operations 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.

15. Notification to FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor and/or Subcontractor must notify the District, and the District must promptly notify the FTA Chief Counsel and FTA

Regional Counsel for the Region in which the District is located. The Contractor must include an equivalent provision in its subcontracts 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.

The Contractor must notify the District, who 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 District is located, if the District 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, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the District and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the District. 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 District. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the District, including divisions tasked with law enforcement or investigatory functions.

16. Lobbying Restrictions

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions. The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

17. Clean Air Act and Federal Water Pollution Control Act

The Contractor agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
3. 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.
4. It will report violations of use of prohibited facilities to FTA; and
5. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

18. Davis Bacon (Prevailing Wage) and Anti-Kickback

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. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance (Certified Payroll) with respect to the wages paid each employee during the preceding week.

In addition, the Contractor must comply with Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874, and agrees to pay wages not less than once a week. 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. The Contractor shall also comply with section 2 of 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."

19. Contract Work Hours and Safety Standards Act

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

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

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

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

20. 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).

21. Recycled Products (Recovered Materials)

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental

Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

22. ADA Access

The Contractor agrees that facilities to be used in public transportation service, or to be designed for use in public transportation service, must comply with 42 U.S.C. Sections 12101 et seq. and DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR § 37; and Joint ATBCB/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38. USDOT incorporated by reference the ATBCB’s “Americans with Disabilities Act Accessibility Guidelines” (ADAAG), revised September 2010, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. USDOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR § 37. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

23. Architectural Engineering and Related Services

When procuring architectural engineering or related services supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53 or provided in any other law requiring the Award to be administered under 49 U.S.C. chapter 53, the Contractor agrees to comply and assures that each of its Subcontractors will comply with 49 U.S.C. § 5325(b).

24. State, Territorial, and Local Law

Should a Federal law pre-empt a State, territorial, or local law, regulation, or ordinance, the Contractor must comply with the Federal law and implementing regulations. Nevertheless, no provision of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement requires the Contractor to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of State, territorial, or local law, regulation, or ordinance. Thus, if compliance with any provision of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement violates or would require the Contractor to violate any State, territorial, or local law, regulation, or ordinance, the Contractor agrees to notify FTA immediately in writing. Should this occur, FTA and the Contractor agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project expeditiously.

Federal Prevailing Wage Rates
Applicable to this Procurement

"General Decision Number: CT20230016 06/16/2023

Superseded General Decision Number: CT20220016

State: Connecticut

Construction Type: Heavy

County: New Haven County in Connecticut.

HEAVY CONSTRUCTION PROJECTS

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)(2)-(60).

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 \$16.20 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 2023.
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 \$12.15 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 2023.

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	01/06/2023
1	01/27/2023
2	02/10/2023
3	05/12/2023
4	05/26/2023
5	06/02/2023
6	06/09/2023
7	06/16/2023

BRCT0001-011 01/02/2023

Rates Fringes

BRICKLAYER.....\$ 39.92 34.47

BRCT0001-012 01/02/2023

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 39.92 34.47

CARP0326-011 05/01/2023

Beacon Falls, Bethany, Branford, Cheshire, East Haven, Guilford, Hamden, Madison, Meriden, Middlebury, Naugatuck, New Haven, North Branford, North Haven, Orange (east of Orange Center Road and north of Route 1, and north of Route 1 and east of the Oyster River), Prospect, Southbury, Wallingford, Waterbury, West Haven, Wolcott, Woodbridge

Rates Fringes

CARPENTER
CARPENTERS, PILEDRIVERS.....\$ 37.61 27.61
DIVER TENDER.....\$ 37.61 27.61
DIVER.....\$ 46.07 27.61

CARP0326-020 05/01/2023

Ansonia, Derby, Milford, Orange (West of Orange Center Road and South of Route 1 and West of the Oyster River), Oxford, Seymour

Rates Fringes

CARPENTER

CARPENTER, PILEDRIVER.....	\$ 37.61	27.61
DIVER TENDER.....	\$ 37.61	27.61
DIVER.....	\$ 46.07	27.61

CARP1121-006 06/01/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 38.02	28.41

ELEC0090-004 06/01/2023

Entire County excluding Beacon Falls, Middlebury, Milford, Naugatuck, Oxford, Prospect, Seymour, Southbury, Waterbury and Wolcott Townships

	Rates	Fringes
ELECTRICIAN.....	\$ 42.60	3%+33.21

* ELEC0488-007 06/01/2023

Beacon Falls, Middlebury, Milford, Naugatuck, Oxford, Prospect, Seymour, Southbury, Waterbury and Wolcott Townships

	Rates	Fringes
ELECTRICIAN.....	\$ 43.40	3%+32.07

ENGI0478-001 04/02/2023

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 52.78	27.80
GROUP 2.....	\$ 52.41	27.80
GROUP 3.....	\$ 51.51	27.80
GROUP 4.....	\$ 46.64	27.80
GROUP 5.....	\$ 45.92	27.80
GROUP 6.....	\$ 45.55	27.80
GROUP 7.....	\$ 45.14	27.80
GROUP 8.....	\$ 44.67	27.80
GROUP 9.....	\$ 44.14	27.80
GROUP 10.....	\$ 41.69	27.80
GROUP 11.....	\$ 41.69	27.80
GROUP 12.....	\$ 41.61	27.80
GROUP 13.....	\$ 43.46	27.80
GROUP 14.....	\$ 40.92	27.80
GROUP 15.....	\$ 40.54	27.80
GROUP 16.....	\$ 39.54	27.80
GROUP 17.....	\$ 39.06	27.80
GROUP 18.....	\$ 38.28	27.80
GROUP 19.....	\$ 48.37	27.80
GROUP 20.....	\$ 48.00	27.80
GROUP 21.....	\$ 44.67	27.80

Hazardous waste premium \$3.00 per hour over classified rate.

Crane with boom, including jib, 150 feet - \$1.50 extra.
 Crane with boom, including jib, 200 feet - \$2.50 extra.
 Crane with boom, including jib, 250 feet - \$5.00 extra.
 Crane with boom, including jib, 300 feet - \$7.00 extra.
 Crane with boom, including jib, 400 feet - \$10.00 extra

- 1) Crane handling or erecting structural steel or stone, hoisting engineer(2 drums or over)
- 2) Cranes(100 ton rated capacity and over) Bauer Drill/Caisson
- 3) Cranes(under 100 ton rated capacity)

a. PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over)

GROUP 2: Cranes (100 ton capacity & over) Bauer Drill/Caisson

GROUP 3: Cranes (under 100 ton rated capacity)

GROUP 4: Trenching machines, lighter derrick, concrete finishing machine, CMI machine or similar, Koehring Loader (skooter).

GROUP 5: Specialty railroad equipment, asphalt spreader, asphalt reclaiming machine, line grider, concrete pumps, drills with self contained power units, boring machine, post hole digger, auger, pounder, well digger, milling machine (over 24' mandrel), side boom, combination hoe and loader, directional driller

GROUP 6: Front end loader (3 cu. yds. up to 7 cu. yards), bulldozer (Rough grade dozer) .

GROUP 7: Asphalt roller, concrete saws and cutters (ride on types), Vermeer concrete cutter, stump grinder, scraper, snooper, skidder, milling machine (24" and under Mandrel).

GROUP 8: Mechanic, grease truck operator, hydoblaster, barrier mover, power stone spreader, welder, work boat under 26 ft. transfer machine.

GROUP 9: Front end loader (under 3 cubic yards), skid steer loader (regardless of attachments), bobcat or similar, forklift, power chipper, landscape equipment (including hydroseeder), Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).

GROUP 10: Vibratory hammer, ice machine, diesel & air, hammer, etc.

GROUP 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.

GROUP 12: Wellpoint operator.

GROUP 13: Portable asphalt plant operator, portable concrete plant operator, portable crusher plant operator, portable grout plant operator, portable water filtration plant operator.

GROUP 14: Compressor battery operator.

GROUP 15: Power Safety boat, Vacuum truck, Zim mixer, Sweeper; (Minimum for any job requiring a CDL license) .

GROUP 16: Elevator operator, tow motor operator (solid tire no rough terrain).

GROUP 17: Generator operator, compressor operator, pump operator, welding machine operator; Heater operator.

GROUP 18: Maintenance engineer.

GROUP 19: Front end loader (7 cubic yards or over); work boat 26 ft. and over.

GROUP 20: Excavator over 2 cubic yards; pile driver (\$3.00 premium when operator controls hammer).

GROUP 21: Excavator, gradall, master mechanic, hoisting engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power or operating), rubber tire excavator (drott 1085 similar), grader operator, bulldozer finegrade (slopes shaping, laser or GPS, ect.)

ENGI0478-011 04/02/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Asphalt Paver.....	\$ 45.92	27.80
Asphalt Roller.....	\$ 45.14	27.80
Asphalt Spreader.....	\$ 45.92	27.80
Backhoe/Excavator 2 cubic yards and over.....	\$ 48.00	27.80
Backhoe/Excavator under 2 cubic yards.....	\$ 47.10	27.80
Crane handling or erecting structural steel or stone...	\$ 52.78	27.80
Cranes (100 ton capacity & over).....	\$ 52.41	27.80
Cranes (under 100 ton rated capacity).....	\$ 51.51	27.80
Drills with self contained power units; Directional driller.....	\$ 45.92	27.80
Earth Roller.....	\$ 41.69	27.80
Forklift.....	\$ 44.14	27.80
Front End Loader (3 cubic yards up to 7 cubic yards)...	\$ 45.55	27.80
Front End Loader (7 cubic yards or over).....	\$ 48.37	27.80
Front End Loader (under 3 cubic yards).....	\$ 44.14	27.80
Grader/Blade.....	\$ 47.10	27.80
Maintenance Engineer/Oiler..	\$ 38.28	27.80
Mechanic.....	\$ 44.67	27.80
Rubber Tire Backhoe/Excavator.....	\$ 47.10	27.80

a. PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

- b. Crane with boom, including jib, 150 feet - \$1.50 extra .
 Crane with boom, including jib, 200 feet- \$2.50 extra.
 Crane with boom, including jib, 250 feet - \$5.00 extra.
 Crane with boom, including jib, 300 feet - \$7.00 extra.
 Crane with boom, including jib, 400 feet - \$10.00 extra.

- 1) Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over)
 2) Cranes (100 ton rated capacity and over) Bauer Drill/Caisson
 3) Cranes (under 100 ton rated capacity)

IRON0015-005 06/05/2023

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 42.37	40.02

a. PAID HOLIDAY: Labor Day provided employee has been on the

payroll for the 5 consecutive work days prior to Labor Day.

LAB00146-002 04/02/2023

	Rates	Fringes
Laborers: (TUNNEL CONSTRUCTION)		
CLEANING, CONCRETE AND CAULKING TUNNEL:		
Concrete Workers, Form Movers and Strippers.....	\$ 34.76	25.59
Form Erectors.....	\$ 35.09	25.59
ROCK SHAFT, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:		
Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers.....	\$ 34.76	25.59
Laborers Topside, Cage Tenders, Bellman.....	\$ 34.65	25.59
Miners.....	\$ 35.73	25.59
SHIELD DRIVE AND LINER PLATE TUNNELS IN FREE AIR:		
Brakemen and Trackmen.....	\$ 34.76	25.59
Miners, Motormen, Mucking Machine Operators, Nozzlemen, Grout Men, Shaft and Tunnel, Steel and Rodmen, Shield and Erector, Arm Operator, Cable Tenders.....	\$ 35.73	25.59
TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR:		
Blaster.....	\$ 42.22	25.59
Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders.....	\$ 42.02	25.59
Change House Attendants, Powder Watchmen, Top on Iron Bolt.....	\$ 40.04	25.59
Mucking Machine Operator...	\$ 42.81	25.59

a. PAID HOLIDAYS: On tunnel work only: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

LAB00146-003 04/02/2023

	Rates	Fringes
LABORERS		
GROUP 1.....	\$ 33.50	25.59
GROUP 2.....	\$ 33.75	25.59
GROUP 3.....	\$ 34.00	25.59
GROUP 4.....	\$ 36.50	25.59
GROUP 5.....	\$ 35.25	25.59
GROUP 6.....	\$ 35.50	25.59
GROUP 7.....	\$ 20.10	25.59
GROUP 8.....	\$ 34.50	25.59
GROUP 9.....	\$ 36.50	25.59

LABORERS CLASSIFICATIONS

GROUP 1: Laborers (Unskilled), concrete specialist

GROUP 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators and powdermen.

GROUP 3: Pipelayers, Jackhammer/Pavement breaker (handheld), mason tenders/catch basin builders, asphalt rakers, air track operators, block paver and curb setter

GROUP 4: Asbestos/lead removal

GROUP 5: Blasters

GROUP 6: Toxic waste remover

GROUP 7: Traffic control signalman

GROUP 8: Acetylene burner (Hours worked with a torch)

GROUP 9: Toxic Waste Removers A or B
With PPE

(On a site designated as a SuperFund Site by the U.S. Army Corps of Engineers and is deemed a HAZ-MAT site, and applies to employees required to wear OSHA level A or B even if the PPE is not worn.)

PAIN0011-013 06/01/2021

	Rates	Fringes
PAINTER		
Brush and Roller.....	\$ 36.42	22.90
Spray Only.....	\$ 39.42	22.90
Steel Only.....	\$ 38.42	22.90

TEAM0064-001 04/02/2023

	Rates	Fringes
Truck drivers:		
2 Axle Ready Mix.....	\$ 32.27	30.51
2 Axle.....	\$ 32.16	30.51
3 Axle Ready Mix.....	\$ 32.33	30.51
3 Axle.....	\$ 32.27	30.51
4 Axle Ready Mix.....	\$ 32.44	30.51
4 Axle.....	\$ 32.39	30.51
Heavy Duty Trailer 40 tons and over.....	\$ 34.66	30.51
Heavy Duty Trailer up to 40 tons.....	\$ 33.39	30.51
Snorkle Truck.....	\$ 32.54	30.51
Specialized (Earth moving equipment other than conventional type on-the- road trucks and semi- trailers, including Euclids).....	\$ 32.44	30.51

Hazardous waste removal work receives additional \$1.25 per hour.

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

TEAM0064-006 04/02/2023

	Rates	Fringes
TRUCK DRIVER: 4 Axle Truck.....	\$ 32.39	30.51

Hazardous waste removal work receives additional \$1.25 per hour.

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

SUCT2002-011 12/16/2008

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 24.85	13.83
OPERATOR: Bulldozer.....	\$ 25.33	9.64

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.doi.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) (ii)).

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

Union Rate Identifiers

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

Federal Prevailing Wage Rates Applicable to this Procurement

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

----- WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour 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.

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