

REQUEST FOR PROPOSALS (RFP) 2023110

NESTOR BACK FLOW SYSTEM

Date Issued: *June 2, 2023*

Proposal Due: *June 30, 2023*

Facilitator:

Wade McMillian

Procurement and Project Administrator

wade.mcmillian@nashville.gov

(615) 862-5961

INVITATION TO BID

MTA Main Office
430 Myatt Drive
Nashville, TN 37115

**BID MUST BE RECEIVED PRIOR TO
1:00 P.M. CT.
June 30, 2023**

**BID NUMBER
2023110**

INSTRUCTIONS:

1. SUBMIT (1) ORIGINAL AND (1) ELECTRONIC (USB) COPY OF THE BID
2. RETURN ADDENDA REQUEST TO RECEIVE ANY ADDENDA.
3. ALL BIDS ARE TO BE IDENTIFIED WITH ITB#, ITB NAME, AND RETURNED IN A SEALED ENVELOPE OR PACKAGE.
4. DURING THE ITB PROCESS ALL COMMUNICATION MUST BE DIRECTED TO PROCUREMENT DEPARTMENT.

Nashville Metropolitan Transit Authority (Nashville MTA), doing business as WeGo Transit, (hereafter may also be referred to as the "Agency," the "Authority," "WeGo Public Transit," or "WeGo") is soliciting Bids from firms qualified to relocate and replace the failing Nestor Facility Fire System back flow building and plumbing system that was damaged in the windstorm of March 2021. Located at 130 Nestor Street Nashville, TN 37210. See technical specifications and drawings in Appendix B for details.

"This project is funded under a grant contract with the State of Tennessee."

Bidders are to carefully review Exhibits A and B of the Contract Terms and Conditions in Section VI, as all terms and conditions expressed in those Exhibits will apply to this procurement and resulting contract.

*****SPECIAL NOTICE TO BIDDERS*****

Bidders are to submit with their bid a copy of the required TN contractor's licenses for their firm.

Bonding requirements:

- **Bidder must submit a Bid Bond in the amount of 5% of their bid with the bid.**
- **Prior to contract execution, successful bidder must provide performance and payment bonds in the amount of 100% of the project bid.**

Davis Bacon Act compliance is required for this project. See Contract Exhibit A – Federal Transit Administration Clauses: Davis Bacon Act - Copeland Anti-Kickback Act; See Appendix A of ITB for information regarding Davis Bacon Rates

This Contract requires Buy America Compliance – See Contract Exhibit A – Buy America Requirements and Required Forms (Form 14 – Buy America Certification)

BID DEADLINE

Bids will be accepted, via e-mail to: wade.mcmillian@nashville.gov until **1:00 PM Central Time (CT), Friday, June 30, 2023**. Bids received after this date and time will not be accepted. Meeting link below:

<https://nashville.webex.com/nashville/j.php?MTID=md155d053051792d342ad1f4b03285278>

QUESTIONS/CLARIFICATION DEADLINE

All questions, requests for clarification, and other inquiries related to this ITB must be received by Wade.mcmillian@nashville.gov, no later than **1:00 PM CT Wednesday, June 14, 2023**

PRE-BID MEETING & SITE TOUR

A pre-bid meeting and site tour will be held on **Thursday, June 8, 2023, at 10:00 AM** at the Nestor Facility 130 Nestor Street, Nashville, TN 37210. All participants to meet outside the visitor's entrance at the Nestor Facility.

While attendance is not mandatory, proposers are encouraged to attend and participate. The purpose of the pre-bid meeting is to address the solicitation requirements and the procurement process.

Assistance for disabled, blind, or hearing-impaired persons who wish to attend is available with prior arrangement by contacting wade.mcmillian@nashville.gov.

If interpretations, specifications, or other changes to the solicitation are required as a result of the meeting, the Nashville MTA will post an addendum to the Nashville MTA Procurement webpage at <http://www.nashvillemta.org/Nashville-MTA-procurement-list.asp>.

ADDENDA REQUEST

Bidders are not to contact other Agency personnel with any questions or clarifications in reference to this ITB. The Procurement Department will provide all official communication concerning this ITB.

To receive direct communication of all Addenda, proposers must submit an email or the form below to Wade.mcmillian@nashville.gov by 1:00 PM CT Wednesday, June 14, 2023, via email to gov to receive direct copies or notices of addenda.

The subject matter heading of the email must read: ITB 2023110 – Nestor Back Flow System – Request to Receive Addenda. The body of the email must include the following information: Proposing Firm Name, Proposing Firm US Mail Address; Proposing Firm Contact Person, Name, Telephone Number, and Email Address to receive all addenda and notices. Bidders are solely responsible for assuring receipt of all addenda and have no claim against the Agency for missed receipt of Addenda.

I HAVE READ AND UNDERSTOOD THIS INVITATION TO BID (ITB) and do herein request copies or notices of addenda. The information requested below must be received no later than, 1:00pm (CT) Wednesday, June 14, 2023, at the address above; or via e-mail at wade.mcmillian@nashville.gov		
_____	_____	_____
Company Name	Phone Number	Fax Number

Address		

Point of Contact	Title	
E-mail Address: _____		

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I. INTRODUCTION

1. SOLICITATION SCHEDULE

The following estimated timeline should be used as a working guide for planning purposes. Nashville MTA reserves the right to adjust the schedule as required during the course of the solicitation process. Nashville MTA will make good faith efforts to notify potential bidders of adjustments to the schedule; however, ultimate responsibility for obtaining notice of changes lies with the bidders. Any changes to the proposed schedule will be listed at: <https://nashvillemta.org/Nashville-MTA-procurement-list.asp>.

Pre-Bid meeting & Site Tour	Thursday, June 8, 2023, 10:00am AM - Nestor Facility
Addenda Request Submittal Deadline	Wednesday, June 14, 2023, 1:00pm CT
Question/Clarification Submittal Deadline	Wednesday, June 14, 2023, 1:00pm CT
Bid Submittal Deadline	Friday, June 30, 2023, 1:00pm CT https://nashville.webex.com/nashville/j.php?MTID=md155d053051792d342ad1f4b03285278

All questions must be submitted in writing, via email is recommended to wade.mcmillian@nashville.gov. The answers to the questions will be posted on the Nashville MTA website, <https://nashvillemta.org/Nashville-MTA-procurement-list.asp>. Bidders are solely responsible for checking the website to ensure that they have the most current information regarding the bid. Any oral communication, explanation, or instruction provided will not be binding on Nashville MTA.

2. COST INCURRED BY BIDDERS

Nashville MTA is not liable for any costs incurred by prospective bidders in the preparation of submitting a bid in response to this ITB, in presentation of the bid or any other activities related to responding to this solicitation.

3. EVALUATION OF BIDS

All bids received in accordance with the requirements stated in this solicitation shall be screened initially in order to confirm the responsiveness of the written bid, including minimum qualifications, if any.

A responsive bid complies with all material aspects of the solicitation, both as to the method and timeliness of submission, and as to the substance of any resulting contract. Nashville MTA shall ensure that all bids received prior to the deadline stated in the solicitation contain all required forms, signatures, attachments, and other information as specified herein. Bids that do not comply with all material aspects of the solicitation will be rejected as non-responsive.

A responsible bidder is an individual, firm or team that exhibits adequate organization, financial condition, personnel qualifications, facilities, record of past performance, and other characteristics necessary to carry out work related to this solicitation with a high degree of quality and timeliness. Nashville MTA shall review

responsive bids to determine the capacity of the bidder to provide the goods and services described in this solicitation.

4. BID ACCEPTED

Each bidder submits their bid with the understanding that the acceptance in writing by the Agency of the offer to furnish the services requested shall constitute a contract between the bidder and the Agency, which shall bind the bidder to furnish the services at the rates quoted, and in accordance with conditions and requirements of the Agency. A formal contract and/or purchase order will be signed between the Agency and the successful bidder.

Each bidder submits their response with the understanding that nothing in this solicitation shall be construed to require the Nashville MTA to award a contract.

Bidders must indicate that the company is prepared to enter into a contract with Nashville MTA in accordance with the terms and conditions set forth in this solicitation, any addenda, and proposed contract. Bids shall be valid for a minimum period of one hundred twenty days (120) from the date of the opening of bids.

5. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

In connection with this project, Nashville MTA has established a specific goal for Disadvantaged Business Enterprise (DBE) participation of ____%. Bidders are required to make good faith effort to cooperate with Nashville MTA in meeting its commitments and goal of 14% percent for goods and services for the fiscal years 2020-2023. DBE participation is encouraged either in the capacity of the prime contractor or subcontractor. Bidders are required to document their activities in the bid and selection of any subcontractor(s) to ensure that the process is nondiscriminatory. To be considered a certified DBE, the organization must be registered with the Tennessee Uniform Certification Program (TNUCP). Utilize the following website for a comprehensive list of the certified DBE's:

<https://www.tdot.tn.gov/APPLICATIONS/DBEDIRECT/Search>. See Instructions to Bidders, Section 6 – **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM – for more information.**

II. INSTRUCTIONS TO BIDDERS

1. REQUESTS FOR CLARIFICATION

If any person submitting a bid is in doubt as to the true meaning of any part of the Scope of Services, other bid documents, finds discrepancies in or omissions from the specifications; they may submit to the Procurement Department a written request for an interpretation or correction, **no later than 1:00 p.m. CT Wednesday, June 14, 2023**. Only written requests will be accepted. E-mailed questions to the Procurement Department are acceptable. The person submitting the request will be responsible for its prompt delivery and verification of delivery.

The request must be fully supported with detailed information and reference to a section of the ITB, if applicable, to assist Nashville MTA in determining whether the request is or is not valid. Any corrections or changes to this ITB will be distributed to recipients who submitted the "Addenda Request" at the address provided. **Verbal questions will not be answered, thus preventing an unfair advantage to any bidder.**

Bidders must also submit any requests for changes to proposed contract terms by the closing date for questions, 1:00 p.m. CT, Wednesday, June 14, 2023. Requests for changes to proposed contract terms received after this date will only be considered if they are advantageous to Nashville MTA. No changes to contract terms will be considered after bids are received.

2. DELIVERY OF BIDS

Bidders must submit one (1) hard copy and one (1) electronic copy (USB) of their bid package.

Sealed bids will be received and publicly opened by Nashville MTA and must include ALL required forms by **1:00 p.m. CT, Friday, June 30, 2023**, to the following address:

Wade McMillian, Project and Procurement Administrator
Nashville MTA
430 Myatt Drive
Nashville, TN 37115

The sealed envelope, box, or appropriate package must be clearly marked with "**BID 2023110 –Nestor Back Flow System**" on the lower left side and "**DO NOT OPEN WITH REGULAR MAIL.**" Nashville MTA will not consider bids received after the deadline. **All bids will be logged, by a Procurement staff member, with the date and time of receipt.**

The electronic copy of the bid document must be submitted to: wade.mcmillian@nashville.gov no later than same time and date as hard copy bid. Bidders are advised that incoming email to Nashville MTA has a file size limit of 30MB. Bidders must ensure that any email transmission is received prior to the bid due date and time.

Bidders are solely responsible for delivery of their bid on time. Bidders who rely on overnight delivery services, local couriers, or other delivery services remain solely responsible for timely delivery of the bid and assume all risk of late delivery or no delivery. Bidders must ensure that both the hard copy and the electronic copy of the bid are delivered on time. Late bids will not be considered.

The properly identified bids received on time will be opened publicly at Nashville MTA's office at 430 Myatt Drive and will be read aloud and a tabulation abstract of the amounts of the base bid and alternates, if any, will be made available to bidders.

3. BID WITHDRAWAL

Bidders will be given permission to withdraw their bid after it has been delivered to Nashville MTA provided the bidder makes their request by e-mail, on the organization's letterhead, twenty-four (24) hours prior to the bid due date and time. Requests pertaining to withdrawal by telephone or e-mail must be confirmed in writing by the bidder and must reach the office of Wade McMillian, not later than one (1) hour prior to the time fixed for submission of bids. Bids which are timely withdrawn shall be returned to the bidder unopened, at bidder's expense.

4. BID

Nashville MTA will not accept bids or award any contract to any person, firm or corporation that is in arrears or is in default to Nashville MTA upon any debt or contract, has defaulted on surety or other obligation or has failed to perform faithfully any previous contract for Nashville MTA. Nashville MTA reserves the right to request subcontractor changes to any contract.

5. REJECTION OR ACCEPTANCE OF BID

The Chief Executive Officer or designee reserves the right to accept or reject any or all or any part of any bid. Any bid which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid. If there is a discrepancy between the price written and the price listed in figures, Nashville MTA acknowledges that the price written is the correct price.

It is the intent of Nashville MTA, if accepting any alternates, to accept them in the order in which they are listed in the bid Form. Determination of the lower bidders shall be on the basis of the sum of the Base Bid on the alternates accepted. However, Nashville MTA shall reserve the right to accept alternates in any order which does not affect determination of the lower bidders.

Nashville MTA reserves the right to cancel this ITB in writing or postpone or extend the date and time for submitting bids at any time. Nashville MTA reserves the right to reject any or all bids, to waive any or all informalities or irregularities in the bids received, to investigate the qualifications and experience of any bidders, to reject any provisions in any bid, to modify bid contents, to obtain new bids, or to negotiate the requested services and contract terms with any bidders. Nashville MTA reserves the right to award the ITB- requested construction services in full, in part and/or a single item to one or more bidders. Nashville MTA will determine the most responsive bidder whose bid is most advantageous.

The submission of a bid shall constitute an acknowledgement that the bidder has thoroughly examined and is familiar with the bid, including the Scope of Services, the addenda if any, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions dealing with or related to the services requested.

Bids must indicate that the firm is prepared to enter into a contract and/or purchase order with Nashville MTA in accordance with the terms and conditions set forth in this bid, any addenda, and proposed contract.

Bids shall be valid for a minimum period of one hundred twenty days (120) from the proposed closing date for acceptance by Nashville MTA.

6. PUBLIC RECORDS/CONFIDENTIALITY

The bids received become the exclusive property of Nashville MTA. When a contract award is approved by Nashville MTA, all bids submitted in response to this bid shall become a matter of public record and shall be regarded as public records, with the exception of those elements of each bid that are marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY." If required by law or by an order of a court, Nashville MTA may be required to disclose such records or portions thereof, including without limitation those so marked. Bids that indiscriminately identify all or most of the bid as exempt from disclosure without justification may be found to be technically unacceptable.

7. FORMS PROVIDED

Bidders must submit their bids on the forms provided or copies thereof. The bidder or an authorized representative of the firm must sign the bid. Any erasures, corrections or other changes appearing on the bid form must be initialed and dated by the person signing the form.

End of Section

III. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

A. Introduction

Nashville MTA operates a federal Disadvantaged Business Enterprise (DBE) Program and to ensure full and fair opportunities in Nashville MTA contracting for businesses owned by socially and economically disadvantaged individuals. Nashville MTA administers the program according to the regulations that apply to 49 CFR Part 26. Only firms that are certified consistent with 49 CFR Part 26 and by the Nashville MTA or Tennessee Department of Transportation Unified Certification Program (TN UCP), as identified below, will be considered certified as a Disadvantaged Business Enterprise.

This section, entitled “Disadvantaged Business Enterprise Requirements,” is provided in an effort to assist bidders. The information contained in this section is not intended to, nor does it, supplement or amend any federal regulation. All bidders are responsible for compliance with all applicable federal and Nashville MTA rules and requirements.

It is a requirement that all bidders providing services for the Nashville MTA take all reasonable steps to ensure that DBEs have a full and fair opportunity to compete for and perform contract work without discrimination on the basis of age, race, sex, color, national origin, creed, religion, sexual orientation or disability. In order to satisfy this requirement, bidders will be expected to timely submit documentation as identified below and as shown on the Required Forms throughout the contract period if selected and cooperate with Nashville MTA. Failure to timely submit requested documentation, cooperate with Nashville MTA, or answer inquiries truthfully will be considered a material contract breach and may result in contract termination.

B. Required Documents

The following documents must be submitted with the bid:

I. Letter(s) of Intent

Bidders must submit a Letter of Intent for each DBE whose participation the bidder is counting toward the goal. This may include first, second, third, and other lower tier subcontractors and/or suppliers. The bidder and all subcontractors using lower tier DBE subcontractors and/or suppliers must sign the Letter(s) of Intent. The Letter(s) of Intent must be submitted with the bid.

For each Letter of Intent, the bidder must also provide the written quote or proposal from the DBE or other communication from the DBE upon which the scope of work and dollar value contained in the Letter of Intent is based (“quote/proposal”).

All portions of the Letter(s) of Intent must be completed (including the description of work, the estimated contract amount, and the estimated dollar value of DBE participation for counting and goal purposes) before the Letter(s) of Assurance Statement is signed by either the DBE or the bidder.

Nashville MTA reserves the right to ask questions of the bidder, investigate and require additional information as it determines necessary in its sole discretion to ensure that the regulations and

Nashville MTA's rules are followed as it relates to DBE participation.

II. DBE Goals Accomplishment Statement

The bidder must submit a signed DBE Goals Accomplishment Statement with the bid. Failure to submit and/or sign the form may render the bid non-responsive.

III. DBE Utilization Form

The bidder must submit a fully completed DBE Utilization Form.

C. Definition of Socially and Economically Disadvantaged

The rules that govern eligibility and certification of DBE are found generally at 49 CFR Part 26.5 and 26.61 through 26.73. These rules define a DBE as a for-profit, small business concern which is at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals. In the case of any publicly owned business, at least fifty-one percent (51%) of the stock must be owned by one or more socially and economically disadvantaged individuals. In addition, the personal net worth of the socially and economically disadvantaged owners of the small business concern must not exceed one million three hundred twenty thousand dollars (\$1,320,000).

As defined by 49 CFR, Part 26.5, a socially and economically disadvantaged individual is any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

- (1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis;
- (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - (i) "Black Americans" which includes persons having origins in any of the Black racial groups of Africa;
 - (ii) "Hispanic Americans" which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii) "Native Americans" which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (iv) "Asian-Pacific Americans" which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U. S. Trust Territories of the Pacific islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - (v) "Subcontinent Asian Americans" which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives islands, Nepal or Sri Lanka;
 - (vi) Women;

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

D. DBE Liaison Officer

The DBE Liaison Officer, Amber Gooding, is responsible for developing, implementing, and monitoring the DBE program on a day-to-day basis in coordination with other appropriate officials; carrying out technical assistance for a DBE ; and, disseminating information on available business opportunities so that a DBE is provided an equitable opportunity to bid on Nashville MTA contracts. For questions or information related to the DBE program, contact Rachel Johnson, DBE Compliance Officer at Rachel.johnson@nashville.gov or 615-862-5618.

E. DBE Certification

Nashville MTA certifies all of its DBEs through internal processes. The TNUCP is a cooperative of entities which are recipients of federal funds that have developed a “one-stop shop” for certification throughout the State of Tennessee of which Nashville MTA is a certifying member. In order to be considered as meeting the DBE goal for a contract, each business wishing to participate as a DBE or a joint venture DBE, must be certified as a DBE by the Tennessee Uniform Certification Program (TNUCP) and must have current certification at the time of bid submission. The link to the DBE Directory is <https://www.tdot.tn.gov/applications/dbedirect/>.

Persons or entities who consider themselves a DBE but who are not certified by Nashville MTA, the TN UCP as a DBE, have not received affirmation from the Nashville MTA or the TN UCP that their certification from another entity is consistent with and acceptable to the Nashville MTA or the TN UCP will not be considered. Unless a firm meets the criteria above by the time the responses to this solicitation are due, its participation will not be considered as meeting the DBE goal in the solicitation. Each business wishing to participate as a DBE or a joint venture DBE must be certified at the time of bid opening and a current copy of the DBE’s certification must be attached to the Letter of Intent.

F. Identification of Contract Goal and Requirements

For this contract, the DBE goal is established as ___%. In order for the bid to be responsive, the bidder must either meet the goal or make good faith efforts to do so. Good faith efforts are defined in Appendix A to 49 CFR Part 26 and discussed in the following section.

If a bidder’s DBE Accomplishment Statement proposes a DBE percentage less than the established goal, the bidder must, at the time of making the response, submit appropriate documentation justifying its submitted DBE percentage. Nashville MTA reserves the right to request additional documentation or information from Respondent regarding its DBE Accomplishment Statement, Utilization plan or Letters of Intent, and, if applicable, any good faith efforts documentation. If Nashville MTA enters into a contract based on the bidder’s DBE Goals Accomplishment Statement and documentation, the DBE percentage accepted by Nashville MTA will become a contractual requirement.

Bidders shall not contract with, demand, require or coerce a DBE into any agreement or into the signing of any Letter of Intent or any other document which prohibits the DBE from providing

subcontracting quotations or doing business with other bidders. The DBE shall be free to provide their services to any number of bidders. To ensure that all obligations under subcontracts awarded to a DBE are met, the Nashville MTA will review the agreement between the bidder and DBE, and bidder's DBE involvement efforts during the performance of the contract. The bidder shall bring to the attention of the Nashville MTA any situation in which regularly scheduled progress payments are not made to a DBE. If, in the opinion of the Nashville MTA, the bidder has made significant deviations from the DBE program commitments, it shall be considered a breach of contract.

G. Good Faith Efforts Statement and Requirements

In order to be responsive, bidders must either meet the DBE goal or make good faith efforts to meet the goal. Bidders who do not meet the goal must establish adequate good faith efforts (GFE) by submitting documentation (**Use GFE Form**) along with the DBE Goals Accomplishment Statement. This statement should show that the bidder took all necessary and reasonable steps to achieve the DBE goal, which could reasonably be expected to obtain sufficient DBE participation, even if the bidder was not fully successful. The DBE Goals Accomplishment Statement and supporting documents should conform to the good faith requirements outlined in Appendix A of 49 CFR Part 26.

The following is a list of types of actions that may be part of a bidder's efforts to obtain DBE participation and may be included in the DBE Goals Accomplishment Statement and documentation. This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

- (a) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified as a DBE who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE to respond to the solicitation and take appropriate steps to follow-up initial solicitations to determine interest.
- (b). Selecting portions of the work to be performed by a DBE in order to increase the likelihood that the goals of the will be achieved.
- (c). Providing any interested DBE with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (d) Negotiating in good faith with any interested DBE. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation.
- (e) Not rejecting any DBE as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- (f) Making efforts to assist any interested DBE in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- (g) Making efforts to assist any interested DBE in obtaining necessary equipment, supplies,

materials, or related assistance or services.

- (h) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of any DBE.
- (i) Making efforts to identify and assist eligible firms, which are not yet certified by the Nashville MTA or the TN UCP as a DBE, to obtain certification. These types of efforts will have special weight where it appears that the relevant firms will be certified in time for the execution of the contract.

If a bidder has not met the DBE goal and submits the DBE Goals Accomplishment Statement and documentation, the bidder should summarize in detail all good faith efforts taken by the bidder, including, but not limited to, the activities listed above in A through I, and supporting documentation. While the bidder should submit documentation to support its good faith efforts at the time of bid submission, Nashville MTA may ask questions of bidder or request additional documentation after review of bidder's DBE Goals Accomplishment Statement and any documentation. In submitting the information required under this section, bidder understands and agrees that the determination of whether bidder has met the DBE goal or established good faith efforts to meet the goal is a judgment call that Nashville MTA will make.

H. Counting DBE Participation

DBE participation shall be counted toward meeting the DBE goal as outlined in 49 CFR Part 26, especially 26.55. When the bidder completes a Letter of Intent, the bidder must include not only the total value of the work to be performed and/or the materials to be supplied by the DBE but also the total amount of DBE participation that should be counted toward meeting the goal. For example, if a DBE is a regular dealer or supplier of pipe but does not install the pipe, then the bidder can generally count the dollar value spent on the pipe at 60%. This would mean that if the DBE was supplying \$100,000 of pipe then the contract amount would be \$100,000 but the total amount of DBE participation would be \$60,000 for counting and meeting the goal purposes.

If a bidder has any questions about counting, Nashville MTA advises the bidder to consult 49 CFR Part 26. The following may be helpful in counting DBE participation and in determining which sections of Part 26.55 a bidder needs to review in more detail:

- (a) When a DBE participates in a contract or subcontract, the Contractor will count only the value of the work actually performed by the DBE toward the DBE goals. In a construction contract (and other similar contracts), this will include the work performed by the DBE's own forces and supplies purchased or equipment leased by the DBE as described below, especially (d) (but not supplies or equipment the DBE subcontractor purchases from the prime contractor or its affiliate.) The Contractor will count the entire amount of fees or commissions charged by a DBE for providing a bona fide service toward goals provided that Nashville MTA determines the fees to be reasonable and not excessive. When a DBE subcontracts part of the work of its contract to another firm, the

value of the subcontracted work may be counted toward DBE goals only if the subcontractor is itself a DBE.

- (b) When a DBE performs as a participant in a joint venture, a portion of the total dollar value of the contract equal to the distinct, the clearly defined portion of the work of the contract that the DBE performs with its own forces count toward DBE goals.
- (c) The bidder will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract or subcontract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a DBE is performing a commercially useful function, the bidder will evaluate industry practices, the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with work it is actually performing, and the DBE credit claimed for its performance of the work, and other relevant factors. The bidder will determine questions of commercially useful function with regard to trucking companies under 49 CFR Part 26.55 (d).
- (d) The bidder will count expenditures with the DBE for materials or supplies toward DBE goal in the manner described in 49 CFR Part 26.55 (e). **Note:** Bidders should review Part 26.55(e) carefully. It is important to note that the rule counts expenditures differently based upon whether the DBE is a manufacturer as defined by the rule (normally counted at 100% percent of the cost), a regular dealer as defined by the rule (normally counted at 60% of the cost) or neither of the two (normally counted at the entire amount of fees or commissions, or fees or transportation charges, provided they are reasonable). It is important to note that materials and supplies provided by a DBE that is not a regular dealer in those materials and supplies do not count toward meeting the goal. For example, if the DBE is a regular dealer of piping, the DBE cannot purchase office equipment and then supply that office equipment to the prime and count any portion of the cost of the office equipment toward meeting the goal. Such conduct for DBE counting purposes is prohibited by the rules and is considered to be an impermissible and illegal pass-through.
- (e) If a firm is not currently certified as a DBE, in accordance with the standards of subpart D of this part, at the time of the execution of the contract, the bidder will not count the firm's participation toward any DBE goals, except as provided for in 49 CFR Part 26.87(i).
- (f) The bidder will not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward any goals except as provided in 49 CFR Part 26.87(j).

I. Prompt Payment and Retainage

The Contractor agrees to pay each subcontractor under this prime contract for invoices submitted or normal progress payments for work completed satisfactorily or supplies provided satisfactorily pursuant to its contract and no later than thirty (30) days from the receipt of each payment it receives

from the Nashville MTA.

There is no retainage or other sums allowed to be withheld from progress payments or any other payments and any exceptions to this prompt pay/retainage provision must be requested in writing by the Contractor and approved in writing.

The Contractor will include the following paragraphs in all contracts and/or agreements related to the work under this Contract with subcontractors or suppliers and will require all its subcontractors and suppliers to include this paragraph in any contracts and/or agreements related to the work [under this Contract] with any other third parties and any other lower tier subcontractors or suppliers:

“It is understood and agreed by all involved parties that payment for work completed satisfactorily or supplies provided satisfactorily will be made to the appropriate party no later than fifteen (15) days from receipt of payment for that work or those supplies.

There is no retainage or other sums allowed to be withheld from progress payments or any other payments and any exceptions to this prompt pay/retainage provision must be requested in writing to Nashville MTA and approved in writing”

J. Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Utilization Plan without Nashville MTA’s prior written consent. Nashville MTA may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five (5) days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify Nashville MTA in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Nashville MTA.

K. Continued Compliance

Nashville MTA shall monitor the Contractor’s DBE compliance during the life of the Contract. The Contractor shall submit monthly written reports to Nashville MTA’s DBE Compliance Officer that provides details on DBE participation for that month.

L. 49 CFR Part 26

The Contractor shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of Nashville MTA contracts. The bidder agrees to provide all its subcontractors and suppliers and to require all its subcontractors and suppliers on this project to provide a complete copy of the **Disadvantaged Business Enterprise (DBE) Requirements** of this contract to all those who provide supplies or work related to this Contract and to require all those providing supplies or work

to be bound by these requirements as it relates to their work related to this Contract.

IV. CONTRACT DOCUMENTS, GENERAL TERMS AND CONDITIONS, AND STANDARD CLAUSES

1. CONTRACT DOCUMENTS

Any contract resulting from this bid shall include the following:

- Invitation To Bid No 2023110 and all addenda
- Bidder's Offer and Guarantee
- Bid Award/Contract

The Contractor and appropriate parties of Agency will sign to execute contract.

Federal requirements may apply to this procurement and any future contract. If those requirements change then the most recent requirements shall apply. The Federal Government requires that activities financed in part, with Federal funds, and performed by a third-party contractor and/or its subcontractors on behalf of the Agency must be in accordance with Federal requirements.

All subcontracts and subcontractors employed under this contract are subject to the same conditions and regulations as set forth herein unless specifically exempted.

The prime contractor shall ensure that its subcontractors at all tiers are aware of and comply with these Federal regulations. The prime contractor is liable for subcontractors' compliance failures. Failure to comply will render the prime contractor responsible for damages and/or contract termination.

GENERAL TERMS AND CONDITIONS

1. GENERAL REQUIREMENTS

The parties shall fully cooperate with one another and shall take any additional acts that may be necessary, appropriate, or convenient to attain the purposes of this bid and any contract entered into.

2. BIDDER'S AFFIDAVITS NON-COLLUSION

The bidder guarantees that the bid submitted is not a product of collusion with any other bidders and no effort made to fix the bid price of any bidders, or to fix any overhead, profit or cost elements of any bid price. An affidavit of non-collusion form is included and must be signed and submitted with bid.

3. INSURANCE REQUIREMENTS

During the term of this Contract, Contractor shall, at its sole expense, obtain and maintain in full force and effect for the duration of the Contract and any extension hereof the types and amounts of insurance identified in the Contract, Section 19- Insurance and Surty Bonds-and EXHIBIT C *insurance Requirements*.

4. INTEREST OF MEMBERS OF NASHVILLE MTA

No member of the governing body of Nashville MTA, other officer, employee or agent of Nashville MTA who exercises any functions or responsibilities in connection with the carrying out of the activities, to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

5. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS AND STATE OFFICIALS

No member of the governing body of Metro, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of activities to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract. No part of the proceeds shall be paid directly or indirectly to any officer or employee of the State of Tennessee as wages, compensation or gifts in exchange for acting as officer, agent, employee, subcontractor, or bidders to Nashville MTA in connection with any work contemplated or performed relative to this Contract.

6. INTEREST OF MEMBERS, OR DELEGATES TO CONGRESS

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

7. INTEREST OF THE BIDDERS

The bidder covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The bidder further covenants that no person having such interest shall be employed in the performance of this Contract.

8. WORKERS COMPENSATION ACT

The Contractor shall comply with the State Law known as the Workers' Compensation Act and shall pay into the State insurance fund the necessary premiums required by the Act to cover all employees furnishing said services to Nashville MTA, and under the control of the Contractors, and shall relieve Nashville MTA from any costs due to accidents and other liabilities mentioned in said Act.

9. SOCIAL SECURITIES ACT

The Contractor shall be and remain an independent Contractor with respect to all services performed and agrees to and does accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, and retirement benefits or annuities imposed under any State and Federal law which are measured by the wages, salaries, or other remunerations paid to persons by the Contractor for work performed under the terms of this contract. The Contractor agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or may be issued or promulgated under laws authorized by State or Federal officials; and Contractor also agrees to indemnify and save harmless the Nashville MTA from any contributions or liability therefore.

10. EQUAL EMPLOYMENT OPPORTUNITY

In implementing the Project/Contract, the bidder may not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age, 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 bidder shall insert the foregoing provisions (modified only to show the particular contractual relationship) in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

11. AUTHORITY TO ENTER CONTRACT

The bidder has all requisite power and authority to conduct its business and to execute, deliver, and perform services specified in the bid and any Contract that may be issued. The bidder warrants that the individuals who have signed the bid have the legal right and authority to bind the bidders.

12. AUTHORIZATION OF BID

If the bid is made by an individual doing business under an assumed name, the bid shall so state. If the bid is made by a partnership, the full name and addresses of each member and the address of the partnership shall be given and the bid shall be signed by one member thereof. If the bid is made by a corporation, it shall be signed in the corporate name by an authorized officer. If the bid is made by a joint venture, the full name and address of each member of the joint venture shall be given and the bid shall be signed by each venture. Form(s) is included to be filled out and submitted with bid.

13. SUBCONTRACT APPROVAL

Bidders' subcontracts shall contain a provision making the subcontractor(s) subject to all provisions stipulated in the Contract. The bidder shall be fully responsible for all services performed by any subcontractor.

14. COST/PRICE ANALYSIS

Nashville MTA reserves the right to conduct a cost or price analysis for any purchase or service. Nashville MTA may be required to perform a cost/price analysis when competition is lacking for any purchase. Sole source procurements or procurements which result in a single bid received, will be subject to a cost/price analysis, which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the projection of the data to determine the effect on bid prices. Nashville MTA may require a pre-award audit, and bidders shall be prepared to submit data relevant to the proposed work which will allow Nashville MTA to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, State, and local regulations. Procurements resulting in a single bid will be treated as a negotiated procurement and Nashville MTA reserves the right to negotiate with the single bidder to achieve a fair and reasonable price. If both parties cannot agree upon a negotiated price, Nashville MTA reserves the right to reject the single bid.

All contract change orders or modifications will be subject to a cost analysis.

15. PRICING

The price quoted in any bid submitted shall include all necessary costs to complete the services in accordance with the specifications. Anything omitted from such specifications, which are clearly necessary, shall be considered a portion of such cost although not directly specified or called for in the specifications. bidders should note discounts.

16. PROMPT PAYMENT

The Contractor agrees to pay each subcontractor for satisfactory performance of its contract no later than 30 days from receipt of each payment the Contractor receives from Nashville MTA. Any delay or postponement of payment from the above reference may occur only for good cause following written approval of Nashville MTA. This clause applies to both DBE and non DBE subcontractors. If the Contractor determines the work to be unsatisfactory, it must notify Nashville MTA immediately, in writing, and state the reasons. Failure to comply with this requirement would be construed to be a breach of contract and subject to contract termination.

Based upon Applications for Payment submitted to Nashville MTA by the Contractor and Certificates for Payment issued by the Architect, Nashville MTA shall make progress payments on account of the Contract value to the Contractor as provided below and elsewhere in the Contract Documents.

The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, Nashville MTA shall make payment of the certified amount to the Contractor not later than net thirty (30) days after receipt of the payment application. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by Nashville MTA not later than thirty days (30) days after the Architect receives the Application for Payment.

Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by Multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to the portion of the Work in the schedule of values. Pending final determination of cost the Owner of changes on the Work, as amount not in dispute shall be included as provided in 7.3.9 of AIA Document A201 tm –2007, General Conditions of

the Contracts of Construction;

2. Add the portion of the Contract sum properly allocable to material and equipment delivered and suitable stored at the site subsequent incorporation in the completed construction (or, if approved in advanced by the Owners, suitably stored off the site at a location agreed upon in writing);
3. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Documents A201-2007.

The Progress payment amount determined in accordance with the above section shall be further modified under the following circumstances:

1. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and
2. Add, if final completion of the Work is thereafter material delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-207.

Except with Nashville MTA's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

Final Payment

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by Nashville MTA to the Contractor when:

1. The Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
2. A final Certificate for Payment has been issued by the Architect.

Nashville MTA's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as outlined in the Dispute Resolution section.

17. PROTEST

A. Definitions for Purposes of the section

The term "days" refers to working days of the Authority.

The term "interested party" means any person (a) who is an actual proposer or prospective proposer in the procurement involved, and (b) whose direct economic interest would be affected by the award of the contract or by a failure to award the contract.

Note – WeGo will notify FTA regional office when it receives a third-party contract protest on a contract with substantial FTA funds (projects over \$500,000), and keep FTA informed about the status of the protest.

B. The Agency will hear and consider a bona fide protest regarding its procurement actions. It is anticipated that the majority of protests will be evaluated and finally decided by the Authority. Accordingly, the Authority intends to provide a thorough review of all bona fide bid protests. The Authority's primary concern, however, is the timely procurement of needed capital equipment, supplies or services. It does not intend to allow the filing of protests to unnecessarily delay the procurement process, especially if the protest involved is vexatious or frivolous in nature.

Notwithstanding the availability of these protest procedures, any interested party is encouraged to exhaust all methods described in this section of resolving an issue before filing a formal protest with the Authority. In its consideration of a protest, the Authority reserves the right to give due consideration to the good faith efforts of the protestor to resolve the issue involved through informal methods.

C. Submission of Protest

Any interested party may file a protest with the Authority on the basis that the Authority has failed to comply with applicable Federal or State Regulations or with the Authority's Procurement Process. The protest must be filed in accordance with the timing requirements set forth in subsection D. "Types of Protests and Timing" of this section, and must include: **The name, phone number, e-mail and address of the protestor.**

The bid and proposed contract number of the bid.

A statement of grounds for the protest, a statement as to what relief is requested, and the Federal or State law or Authority Process alleged to have been violated. This statement should be accompanied by any supporting documentation the protesting party desires the Authority to consider in making its decision. Protest(s) should be submitted to:

Director of Procurement and Business Diversity
430 Myatt Drive
Nashville, TN 37115
Denise.Richardson@nashville.gov

D. Types of Protests and Timing

The requirement for timely filing of protest with the Authority will depend upon the type of protests involved. The Authority will consider the following three types of protest by interested parties:

1. Protest regarding Bid

Any protest regarding the bid must be filed no later than five (5) business days before bid due date. Any protest filed after that date regarding the bid will not be considered by the Authority.

This type of protest would include any claim that the bid contained exclusionary or discriminatory specification, any challenge to the basis of award, or any claim that the bid documents or the bid process violated applicable Federal or State law, or that the Authority failed to follow its procurement process in the bid solicitation.

2. Protests regarding Requirements and Responsiveness

Any protest regarding the requirements and responsiveness of the bid by the Authority must be filed with Authority no later than five (5) business days after receipt of letter of notification of non-responsiveness. Any

protest filed after such date regarding the requirements and responsiveness will not be considered by the Authority.

This type of protest would include any challenge to determinations by the Authority of the responsiveness of or the responsibility of a proposer, or any claim that the requirements and responsiveness of the bid violated Federal or State law or the Authority's procurement process.

3. Protest Regarding Receipt of Non-Award Notification

Any protest regarding the award of the contract must be filed no later than five (5) business days after receipt of Non- Award Notification. Any protest regarding the award of the contract filed after that date will not be considered by the Authority.

This type of protest will only be entertained by the Authority if the protestor is able to demonstrate that the party awarded the contract fraudulently represented itself as a responsible proposer or that the Authority violated Federal or State regulations or its procurement process in the award of the contract.

E. Authority Response

The Authority will notify the protestor five business days after receipt of a protest and may, where appropriate, request additional information from the protestor. The Authority may, at its discretion, meet with protestor to review the matters raised by the protest. The Authority's consideration of the particular types of protests will, except as otherwise stated in subsection 2. "Decisions by Authority" of this section E. "Authority Response" in accordance with the following provisions:

1. Types of Protests

a. Protest regarding the bid

Upon receipt of a timely filed protest regarding the bid, the Authority will postpone the opening until resolution of the protest. No additional bids will be accepted during the period of postponement.

If the protest regarding the bid involves a claim of unduly restrictive or exclusionary specifications, the Authority will, in evaluation of the protest, consider both the specific need of the Authority for the feature or item challenged and any effects on competition of including the specifications regarding that feature or item. If the Authority determines that such feature or item was included in the specification in order to meet justified and valid transit needs of the Authority and was not unduly restrictive of competition or designed to exclude a particular competitor, then the Authority will have grounds to deny the protest.

b. Protest regarding requirement and responsiveness

Upon receipt of a timely filed protest regarding the requirements responsiveness, the Authority will suspend its evaluation of all bids submitted until resolution of the protest, if the Authority determines that the protestor has established that there are reasonable doubts regarding the responsiveness of a bid or the responsibility of a proposer or regarding the Authority's compliance with Federal or State Regulations or its procurement process.

c. Protests after non-award notification

Upon receipt of a timely filed protest regarding the non-award notification, the Authority will not proceed with contract, if necessary, until the resolution of the protest if the Authority determines that the protestor has established a prima facie case that the contract was awarded fraudulently or in violation of that Federal or State Regulations or the Authority's procurement process.

2. Decisions by Authority

As indicated above, in most instances the Authority will suspend the procurement process upon receipt of a bona fide protest. However, the Authority reserves the right, notwithstanding the pendency of a protest, to proceed with the appropriate action in the procurement process or under the contract in the following cases:

- A. where the item to be procured is urgently required.
- B. where the Authority determines that the protest was vexatious or frivolous; and
- C. where delivery or performance will be unduly delayed or other undue harm will occur, by failure to make the award promptly.

After reviewing the protest submitted under this section, the Authority will issue a written decision of the basis of the information provided by the protestor, the results of any meetings with protestor, and the Authority's own investigation. If the protest is upheld, the Authority will take appropriate action to correct the procurement process and protect the rights of the protestor, revised evaluation of Bid or Authority determinations, or termination of the contract. If the protest is denied, the Authority will lift any suspension imposed and proceed with the procurement process. If the protester is not satisfied with the response of the Director, the protester may appeal in writing to the Chief Executive Officer or the CEO's designee ("CEO"), within five (5) business days from the date of the Director's response. The CEO, in his or her sole discretion, shall determine if the protest has been given fair and reasonable consideration by the Director, or if additional information is needed or consideration is warranted. The CEO will provide a response within ten (10) business days after receipt of the appeal. The CEO's decision is final and no further action on the protest shall be taken by Nashville MTA. By written notice to all parties, the Director or CEO may extend the time provided for each step of the protest procedures, extend the date of notice of award, or postpone the award of a contract if deemed appropriate for protest resolution.

F. FTA Protest Procedure

Note – WeGo will notify FTA regional office when it receives a third-party contract protest on a contract with substantial FTA funds (projects over \$500,000), and keep FTA informed about the status of the protest. A protestor must exhaust all administrative remedies with the Authority before pursuing a protest with FTA. An appeal to FTA must be on the grounds of a federal concern. Protesters must raise any federal matters arising out of the agency's award of a third-party contract within five (5) business days of the agency's final decision of the bid protest as set forth in the Best Business Practice Manual section 4.9.

18. ADDITIONAL SERVICES REQUEST

The Authority reserves the right to request Additional Services under this bid that may not be specifically identified within. Bidders are encouraged to identify and provide supporting statements for any other area(s) of services not listed in the Scope that may be related to Additional Services and the work of The Authority.

19. PROPOSED CONTRACT ALTERATIONS

No alterations or variables in the terms of the bid and /or of the Proposed Contract shall be valid or binding upon Nashville MTA unless authorized in writing by Nashville MTA.

20. ASSIGNABILITY

Any public agency (i.e., city, district, public agency, municipality, and other political subdivision or any FTA-funded entity) shall have the option of participating in any award made as a result of a bid and/or contract at the same prices, terms and conditions. Nashville MTA reserves the right to assign any or all portions of Services awarded under this bid and/or contract. This assignment, should it occur, shall be agreed to by Nashville MTA and the Contractor. Once assigned, each agency will enter into its own contract and be solely responsible to the Contractor for obligations to the service assigned. Nashville MTA's right of assignment will remain in force over the contract period or until completion of the contract including options, whichever occurs first. Nashville MTA shall incur no financial responsibility in connection with contracts issued by another public agency. The public agency shall accept sole responsibility for placing service and payments to the Contractor.

21. PUBLICATION AND MEDIA RESTRICTIONS

The Contractor shall not publish or reproduce subject data in whole or in part, or in any manner or form, without the advance written consent of Nashville MTA, unless the Nashville MTA has released or approved the release of that data to the public.

22. GRATUITIES AND KICKBACKS

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any bid or bid therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Nashville MTA contracts.

STANDARD CLAUSES

To the extent not inconsistent with foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

The following requirements are not federal clauses.

1. FULL AND OPEN COMPETITION

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

2. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

3. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate, or suspend this contract.

4. COMPLIANCE WITH FEDERAL REGULATIONS

Any contract entered pursuant to this bid shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. 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.

5. REAL PROPERTY

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24

Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

6. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

7. ENVIRONMENTAL JUSTICE

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

8. ENVIRONMENTAL PROTECTIONS

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter

53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

9. GEOGRAPHIC INFORMATION AND RELATED SPATIAL DATA

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

10. FEDERAL SINGLE AUDIT REQUIREMENTS FOR STATE ADMINISTERED FEDERALLY AID FUNDED PROJECTS ONLY

Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

11. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) IDENTIFICATION NUMBER

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and

name of the pass-through entity.

12. CFDA NUMBER FOR THE FEDERAL TRANSPORTATION ADMINISTRATION

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

End of Text on This Page

V. REQUIRED FORMS

FTA REQUIRED FORMS

Nashville MTA requests the bidders interested in responding complete the following forms located in Section IV FTA Model Clauses and Required Forms.

- Forms

1. Please review, sign, and submit forms. ***If a form is not applicable to your organization, please indicate not applicable and SUBMIT.***

*Bid Forms, Licensing and Permits

Cost Form	DBE Compliance Statement	References	Buy America
Acknowledgment of Addenda	Affidavits of Compliance DBE	Notice to Bidders	Insurance Certificate
Affidavit & Information Required for Bidders	Certificate of Authority	Certification Debarment, Suspension Lower-Tier	DBE Certificate
Bidders Certification of Eligibility	Certification of Restrictions on Lobbying	Certification of Debarment, Suspension Primary	License
Compliance Specifications	Affidavits	Subcontractors	Permits

All forms may not apply but must be submitted and indicate not applicable

ACCEPTANCE OF THE PROPOSED CONTRACT TERMS AND CONDITIONS

Indicate any exceptions to the scope of services, general terms and conditions or other requirements listed in the Proposed Contract.

- Overall quality of response and compliance to requirements and acceptance.
 - Signature is not required on the Proposed Contract included in the bid; however, any exceptions or proposed changes to the terms and conditions must be proposed on a separate attachment and submitted with the bid. Nashville MTA reserves the right to make changes to the Proposed Contract.

REQUIRED FORMS

FORM 1 — BID FORM

TO: Nashville MTA
430 Myatt Drive
Madison, TN 37115

BID FOR: **ITB 2023110**
Nestor Back Flow
130 NESTOR STREET
Nashville, TN 37210

BIDDER REPRESENTATIONS

- A. Bidder and subcontractors are licensed by the State of Tennessee as required for Work of Contract. Bidder and all workers, employees, and subcontractors the bidder intends to use in performing the Work of Contract are skilled and experienced in the types of construction required by the Contract Documents.
- B. Bidder has familiarized itself with the nature and extent of Contract Documents, Work, site, locality, and all local conditions and laws and regulations that may affect cost, progress, or performance of the Work.
- C. Bidder has given the Agency written notice of all conflicts, errors, or discrepancies discovered by the Bidder in the Contract Documents and the written resolution thereof by the Engineer is acceptable.
- D. Bidder accepts the drawings and specifications as sufficiently complete for the purpose of performing the Work of Contract.
- E. Bid prices are based solely upon the Contract Documents and Addenda, and not upon any other written representations.
- F. Neither Bidder nor any of Bidder's employees, agents, sub-bidders, or intended suppliers or subcontractors have relied upon any verbal representations from the Agency, the Engineer, or their consultants in determining the bid prices.
- G. This Bid is genuine and not made in the interest of or on behalf of any undisclosed entity, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the Agency.

The undersigned Bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bid Documents, b) has not received, relied on, or based his Bid on any verbal instructions contrary to the Bid Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the completion of the referenced project, all in strict accordance with the Bid Documents.

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

TENNESSEE CONTRACTOR LICENSE NUMBER: _____

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number assigned to each of the addenda that the Bidder is acknowledging) _____.

SUB TOTAL MATERIALS & SUPPLIES: _____ Dollars (\$ _____)

SUB TOTAL LABOR: _____ Dollars (\$ _____)

TOTAL BID: For all work required by the Bid Documents the sum of:

_____ Dollars (\$ _____)

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY: _____

TELEPHONE OF AUTHORIZED SIGNATORY OF BIDDER: _____

EMAIL OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER: _____

In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the Work in its entirety in the manner and under the conditions required at the

Lump Sum Contract Price of \$ _____

(Amount in words)

Estimated Completion in weeks _____

Contractor shall provide breakout cost for major items to be used if quantities differ from the base bid and/or additional work is requested as a change order. The below unit prices shall include all labor, materials, shoring, removal, overhead, profit, appurtenances, insurance, and incidentals required to complete the Work and shall be consistent with provided plans and specifications. Pipe unit costs shall include the cost of bedding and backfill per specifications. Electrical conduit unit costs shall include all appurtenances per specifications and the direct burry detail.

Items	Unit	Cost/Unit	Unit Quantity	Total Cost
Pavement Removal (inc. sawcut)	SY			
Trench Excavation	CY			
10" Concrete Pavement (inc. epoxy coated rebar/mesh)	SY			
6" Graded Aggregate Base	Tons			
Demo Block House	LS			
EPSC Items (Erosion Protection)	LS			
Basket Strainer	Each			
Double Check Valve Assembly	Each			
Pressure Reducing Valve	Each			
Check Valve	Each			
Fire Department Valve	Each			
Fire Hydrant	Each			
Insulated Heated Enclosure	Each			
8" Pipe	LF			
8" Fittings	Each			
Electrical Conduit	LF			
Electrical Wiring	LF			
Circuit Breaker	Each			
Traffic Rated Junction Box (12" x 24" x 24")	Each			

FORM 2

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the Bid documents: (If none received, write none)

ADDENDUM NUMBER: _____	DATED: _____
ADDENDUM NUMBER: _____	DATED: _____
ADDENDUM NUMBER: _____	DATED: _____
ADDENDUM NUMBER: _____	DATED: _____
ADDENDUM NUMBER: _____	DATED: _____
ADDENDUM NUMBER: _____	DATED: _____
ADDENDUM NUMBER: _____	DATED: _____
ADDENDUM NUMBER: _____	DATED: _____
ADDENDUM NUMBER: _____	DATED: _____
ADDENDUM NUMBER: _____	DATED: _____

NOTE: Failure to acknowledge receipt of all addenda may cause the Bid to be considered non-responsive to the Bid. Acknowledged receipt of each addendum must be clearly established and included with the Bid.

Company

Authorized Signature /Date

Name Printed

Title

FORM 3

AFFIDAVIT OF NON-COLLUSION

Affidavit and information required for Contractor:

I hereby swear, or affirm, under the penalty for perjury:

(1) That I am the Contractor (if the Contractor is an individual), a partner in the Bid (if the Contractor is a partnership), or an officer or employee of the proposing corporation with the authority to sign on its behalf (if Contractor is a corporation).

(2) That the attached Bid or Bids or any subsequently submitted best and final offer have been arrived at by the Contractor independently and have been submitted without collusion with, and without any agreement, understanding, or planned course of action with, and other vendor of materials, supplies, equipment, or services described in the Invitation To Bid, designed to limit independent proposing or competition.

(3) That the contents of the Bid have not been communicated by the Contractor, or its employees, or agents, to any person not an employee, or agent of the Contractor or its surety on any bond furnished with the Bid; and

(4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Company

Authorized Signature /Date

Name Printed

Title

Subscribed and sworn to before me the _____ day of _____, 20____.

Notary Public

My commission expires: _____

FORM 4

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

The _____ (Name of Contractor) hereby certifies that (Check appropriate box) is or is not included on the United States Comptroller General's "Consolidated List of Persons or Firms Currently Debarred for Violation of Various Public Contracts Incorporation Labor Standards Provision"

Company

Authorized Signature /Date

Name Printed

Title

SAM Number

DUNS Number

NOTE: The System for Award Management (SAM) is an official website of the U.S. government.

There is no cost to use SAM. You can use this site for FREE to:

- Register to do business with the U.S. government
- Update or renew your entity registration
- Check status of an entity registration
- Search for entity registration and exclusion records

<https://www.sam.gov>

Subscribed and sworn to before me the _____ day of _____, 20____.

Notary Public

My commission expires: _____

FORM 5

COMPLIANCE WITH SPECIFICATIONS

In submitting a Bid the Contractor is sufficiently informed in all matters affecting the ITB, and that the Contractor has checked the Bid for errors and omissions and hereby states that they will comply with the specifications in all areas including approved equals and addenda that were granted by the Nashville MTA.

Company

Authorized Signature /Date

Name Printed

Title

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My commission expires _____

FORM 6 – A

DISADVANTAGED BUSINESS ENTERPRISE LETTER OF INTENT

SUBMIT ONE FORM FOR EACH DBE SUBCONTRACTOR AND/OR SUPPLIER. IF THE DBE IS A 2nd, 3rd, or LOWER-TIER SUBCONTRACTOR, THIS FORM MUST ALSO BE SIGNED BY THE SUBCONTRACTOR THAT IS UTILIZING THE DBE.

BIDDER:

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

DBE:

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE:

The Bidder is committed to utilizing the above-named DBE for the work described above. The estimated dollar value of this work is \$ _____, which is _____% the total base bid proposal.

AFFIRMATION

The above-named DBE affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____

Signature of DBE and Title	Date	Name
----------------------------	------	------

By: _____

Signature of Subcontractor and Title	Date	Name
--------------------------------------	------	------

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

By: _____

Signature of Respondent and Title	Date	Name
-----------------------------------	------	------

BIDDER DBE GOALS – COMMITMENT TO DBE (PARTICIPATION FORM)

Acknowledgement: Solicitation Number: _____ has a minimum DBE participation goal of ____%.

The undersigned Bidder has satisfied the requirements of the bid/proposal specification in the following manner (please complete the appropriate spaces):

1. **Self-Performance:** The proposer, a certified DBE firm, is committed to **meeting or exceeding** the DBE goal through self-performance.
2. **Self-Performance & Percentage Participation:** The proposer, a certified DBE firm, is committed to **meeting or exceeding** the DBE goal, with a minimum of ____% self-performance and a minimum of ____% DBE subcontracting participation on this contract.
3. **Percentage Participation:** The proposer is committed to **meeting or exceeding** the DBE goal, with a minimum of ____% DBE subcontracting participation on this contract.
4. The Contractor is **unable to meet the required minimum DBE goal** and is **committed to** ____% DBE utilization on this contract and **submits documentation demonstrating good faith efforts**.
5. The Contractor is **unable to meet the required minimum DBE goal** and **submits documentation demonstrating good faith efforts consistent with Appendix A of 49 CFR 26. The Bidder should attach as many pages as necessary to provide a full and complete narrative and supporting documentation of good faith efforts made (See Form 6-C).**

It is the present intent of the Bidder to utilize the specific DBE firms identified on Form 6 – D: DBE Utilization Plan in the execution of this contract. If for any reason, one or more of the DBE identified are unable or unwilling to participate, the Bidder will make good faith efforts to replace the DBE with a similar DBE.

Note: The Business Diversity Office will only credit DBE participation that is performed by a TNUCP certified entity at the time of submission.

Firm/Company Name: _____

Printed Name: _____ **Title:** _____

Signature: _____ **Date:** _____

**NASHVILLE METROPOLITAN TRANSIT AUTHORITY
CONTRACTOR GOOD FAITH EFFORTS DOCUMENTATION FORM**

CONTRACT NAME: _____

NAME OF CONTRACTOR: _____

In addition to the disadvantage business enterprises (DBE)s that are listed and proposed for utilization on this contract, the following DBEs were also contacted regarding this contract.

Please use as many sheets necessary to document your efforts.

Firm Name & Address	Contact Person & Phone Number	Requested Bid Items: Supplies, Services or Materials	Bid Amount	Solicitation Method & Date	Reason Rejected

Contractor's Authorized Signatory

Date

NASHVILLE METROPOLITAN TRANSIT AUTHORITY
DBE UTILIZATION PLAN

CONTRACT NAME: _____

NAME OF CONTRACTOR: _____

The following Disadvantage Business Enterprises (DBE)s will be used on this Contract:

Please use as many sheets necessary to document your efforts.

(A) DBE Firm Name & Address	(B) Contact Person & Phone Number	(C) Bid Items Provide by DBE: Supplies, Services or Materials	(D) DBE Contract Value (Required)
Total DBE Contract Value (D)			
Prime Total Bid/Proposal Cost (H)			
Total DBE Percentage: (D) divided by (H)			

Contractor's Authorized Signatory

Date

Goal Recalculation Internal Use:

FORM 7

CERTIFICATE OF AUTHORITY

I hereby declare and affirm that I am:

CONTRACTOR IS A CORPORATION

CONTRACTOR IS A PARTNERSHIP

CONTRACTOR IS AN INDIVIDUAL

CONTRACTOR IS A JOINT VENTURE

I, the undersigned, as certified authority of the organization submitting the foregoing Bid, hereby certify that under and pursuant to the By-Laws and Resolutions of said organization, each officers who has signed Bids on behalf of the corporation, including the foregoing assurance of irrevocability, is fully and completely authorized so to do.

Company

Authorized Signature /Date

Name Printed

Title

Subscribed and sworn to before me the _____ day of _____, 20____.

Notary Public

My commission expires: _____

FORM 8

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I _____ hereby certify on behalf of _____
(Name of Official) (Name of Contractor)

(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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 9

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION PRIMARY PARTICIPANT

The prospective contractor certifies, by submission of this Bid, that neither it nor its “principals” as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency as defined at 49 CFR 29.940 and 29.945.

The contractor must comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its Bid, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by MTA. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to MTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor 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 Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company

Authorized Signature /Date

Name Printed

Title

FORM 10

CERTIFICATION OF LOWER-TIER PARTICIPANTS

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The prospective lower tier participant contractor certifies, by submission of this Bid, that neither it nor its “principals” as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency as defined at 49 CFR 29.940 and 29.945.

By signing and submitting its Bid, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by Nashville MTA. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to Nashville MTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor 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 Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company

Authorized Signature /Date

Name Printed

Title

FORM 11

CONTACT INFORMATION OF SIMILAR CONTRACTS/REFERENCES

Bidders are requested to supply references for past projects that are most similar to size and scope of the work required in this project. Please provide project name, owner, and contact information for owner including the name, email, and telephone number of the owner's representative that can attest to the work performed. For specialty work that will be performed by a subcontractor, please include references for the subcontractor's work on a separate form signed by the subcontractor.

1. _____

2. _____

3. _____

4. _____

Company Name

Authorized Signature /Date

Name Printed

Title

FORM 12

AFFIDAVITS

State of _____ County of _____

As used herein, "Contractor" will include Bidders and.

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Title) of _____ (Contractor), and that Contractor is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that Contractor has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Contractor is current on its payment of all applicable gross receipt taxes and personal property taxes.

Contingent Fees: In accordance with the Metropolitan Government's 1992 Procurement Code, and MTA Purchasing Policy and FTA rules it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Nashville MTA contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that the Contractor has not retained anyone in violation of the foregoing.

Non-Discrimination: After first being duly sworn according to law, the undersigned (Affiant) states that by its employment policy, standards, and practices the Contractor does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Contractor is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

It is the policy of the Nashville MTA, FTA and the Metropolitan Government not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of its contract with the Nashville MTA, Contractor certifies and warrants it will comply with this policy.

Company

Authorized Signature /Date

Name Printed

Title

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

Notary Public
My commission expires: _____

FORM 13

NOTICE TO CONTRACTOR

The Contractor hereby agrees that the Nashville MTA Chief Executive Officer and or the Board of Directors have the right to reject any or all Bids and to waive informality in any Bid and the Contractor shall not dispute the correctness of the quantities used in computing the best, responsive Bid.

Company

Authorized Signature /Date

Name Printed

Title

FORM 14

BUY AMERICA CERTIFICATE

(For Procurement of Steel, Iron, or Manufactured Products) (EXCLUDES ROLLING STOCK)

Certificate of Compliance with TITLE 49 USC § 5323(j)(1)

The applicant hereby certifies that it will comply with the requirements of Title 49 USC § 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Company

Authorized Signature /Date

Name Printed

Title

Certificate of Non-Compliance with TITLE 49 USC §. 5323(j)(1)

The Applicant hereby certifies that it cannot comply with the requirements of Title 49

USC § 5323(j)(1) and 49 CFR 661.5, but it may qualify for an exception pursuant to Title 49 USC § 5323(j)(2)(A), 5323(j)(2)(B) or 5323(j)(2)(D), and the regulations in 49 CFR 661.7.

Company

Authorized Signature /Date

Name Printed

Title

FORM 15

INTENTIONALLY OMITTED

Nashville Metropolitan Transit Authority
Subcontractor Information

2023110 Nestor Back Flow

Bidder Name		Address	
Contact		Email	Phone

Please list all subcontractors performing work on the above contract. Use additional sheets, if necessary.

SUBCONTRACTOR INFORMATION						
Company Name	Address	Phone	Contact Person / Email	Subcontract Value	License # & Date	SAM/DUNS #

Prime Contractor Signature

Date

Note: This form must be submitted to the Project Manager and DBE Compliance Officer when a subcontractor is added to the project.

VI. This is a Proposed Contract. Nashville MTA reserves the right to make changes in the contract. Bidders requesting changes to the contract Must submit their requests prior to the close of the bid question period. Requests for changes received after this date WILL NOT be considered

CONTRACT NO. 2023110-C

BETWEEN

NASHVILLE METROPOLITAN TRANSIT AUTHORITY

AND

CONTRACTOR

**FOR CONSTRUCTION SERVICES
NESTOR BACK FLOW SYSTEM**

This Contract No. 2023110 (the “**Contract**”) is entered into as of the dated signed by Nashville MTA, by and between Nashville Metropolitan Transit Authority (“**Nashville MTA**”), having its principal office located at 430 Myatt Drive, Nashville, TN 37115, and _____ (“**Contractor**”), a [insert state] [insert type of company], having its principal office located at_____.

ORDER OF PRECEDENCE: The following documents constitute this Contract, and the order of precedence in resolving any dispute that may arise or conflicting provisions:

1. All properly executed amendments to Contract (most recent with first priority)
2. Contract No. 2023110-C
3. The specifications and drawings prepared by the Design Representative for Project # 2023110.
4. Invitation to Bid No.2023110 (the “**ITB and the Addenda**”)
5. Contractor’s clarification response dated _____, 0:00 P.M.
6. Contractor’s response dated _____, 0:00 P.M.
(collectively, the “**Contract**” or the “**Contract Documents**”)

1. CONSTRUCTION SERVICES

1.0. Project name: Nestor Back System (the “**Project**”)

1.1. Contractor shall provide the services to complete the Project as detailed in this Contract, the ITB and all Exhibits to this Contract which are incorporated herein by reference (the “**Construction Services**”). Contractor’s duties and responsibilities are more specifically set forth in **Section _____** in the ITB, and the Addenda. All Construction Services under this Contract shall be performed in accordance with

the terms and conditions of this Contract, pursuant to good industry practice, and in conformance with all permits, codes, and applicable laws. Nashville MTA reserves the right to review and approve the sequence of Construction Services.

1.2. Nashville MTA may purchase additional Construction Services offered by Contractor under this Contract (“**Additional Services**”). The Additional Services shall be agreed upon in writing with a properly executed amendment of this Contract between the parties. Additional Services shall be invoiced at the rates specified in the written amendment as agreed to by both parties. The rights and obligations of the parties in this Contract shall pertain to and apply to “Additional Services”, unless stated otherwise in writing.

1.3. Any proposed change to this Contract of the Construction Services shall be submitted to the authorized representative of Nashville MTA for prior approval and shall not become effective unless it is in writing and signed by Contractor and the Chief Executive Officer (CEO) of Nashville MTA or the CEO’s designee. Nashville MTA reserves the right and may order changes or alteration in the Construction Services performed by Contractor. If the changes or alterations affect the Project Price of the Construction Services, the parties must agree as provided in this Contract to the appropriate adjustments, including, but not limited, to the time for completion and compensation for the Construction Services. Contractor may also submit changes to the requirements under the Contract for the benefit of Nashville MTA. Nashville MTA may deny any such proposed change by Contractor or may accept in whole or in part any change by issuing a Change Order that identifies the change, the reasons for the change and the increase or decrease the Project Price, if any.

2. TERM

2.0. Contractor shall commence the performance of this Contract (“**Commencement of Work Date**”) within thirty (30) calendar days after Nashville MTA issues a Notice to Proceed to Contractor. The Construction Services shall begin on the Commencement of Work Date and shall conclude on the date of Final Payment, unless terminated earlier pursuant to the terms of this Contract, but in no event shall Contractor take longer than _____(days)_____ calendar days to complete the Project to Substantial Completion after the Commencement of Work Date, not including any Warranty Period as provided in this Contract (“**Term**”).

2.1. Once timely commenced, Contractor shall diligently continue its performance to and until Final Payment of the Project Price, as defined in **Section 4** of this Contract. All limitations of time set forth in this Contract are material and are of the essence of the Contract. This Contract may be extended by the parties with a properly executed written amendment to this Contract.

3. PROJECT SCHEDULE

3.0. Contractor is required to submit original copies of the signed Contract along with required documentation, including, but not limited to, insurance, bonds, signed contracts, safety plan, and Quality Assurance/Quality Control plan, (the “**Required Documents**”) within ten (10) calendar days prior to the execution of this Contract, unless a later date is otherwise directed by Nashville MTA in writing. Nashville

MTA shall give Contractor a written notice to proceed (“**Notice to Proceed**”) to commence the Project after receipt of all Required Documents. Further, the parties agree that the Project Schedule in **Exhibit C** shall not commence until the Notice to Proceed is issued by Nashville MTA. A pre-construction meeting attended by Contractor and Nashville MTA shall be held within five (5) business days of Nashville MTA’s receipt of the Required Documents. Nashville MTA expects to issue the Notice to Proceed at such pre-construction meeting.

3.1. Contractor, promptly after signing the Contract, shall prepare and submit a baseline logic driven man-loaded Project Schedule, attached as **Exhibit C**, that is consistent with Contractor’s obligations under the Contract (“**Project Schedule**”). The Project Schedule shall not exceed time limits currently under the Contract, and shall provide for expeditious and practicable execution of the Project.

3.2. Contractor shall keep adequately staffed and properly trained labor and supervisors on the job site in order to complete the Construction Services in accordance with the Project Schedule in **Exhibit C**. Contractor has a continuing duty to perform the Construction Services according to the Contract and consistent with the Project Schedule requirements, provided, however, that completion of Construction Services shall in all cases be subject to extensions for a period of time equal to the delay in completion caused as a result of an Excusable Delay. As used herein, the term “**Excusable Delay**” shall mean any delay in performance due to strikes, lockouts, or other labor or industrial disturbance, civil disturbance, future order of any government, court or regulatory body claiming jurisdiction, act of the public enemy, war, riot, sabotage, blockade, embargo, lightning, earthquake, fire, hurricane, tornado, flood, washout, explosion, unusually inclement weather, moratorium or other unusual delay in obtaining necessary governmental permits or approvals (with Contractor using commercially reasonable efforts to obtain the same) or any other cause whatsoever beyond the reasonable control of Contractor (excluding financial inability to perform) to the extent that in each case of Excusable Delay, Contractor has notified Nashville MTA in writing within five (5) days after the occurrence of each Excusable Delay event and has specified in detail the circumstances constituting the Excusable Delay and the anticipated number of days by which performance is delayed as a result thereof. Nashville MTA, in its sole and reasonable discretion, shall determine whether the delay is an Excusable Delay.

3.3. Contractor agrees to accelerate its performance if it is behind the Project Schedule at no cost to Nashville MTA. Such acceleration of performance includes, but is not limited to, retaining additional manpower, equipment, or other support at Contractor’s sole cost. Upon written notification from Nashville MTA that Contractor fails to attain the timeline as provided in the Project Schedule, Contractor shall immediately create, produce, and implement a written plan (the “**Recovery Schedule**”) for attaining compliance with the terms of the Project Schedule.

3.4. An update of the Project Schedule, or if applicable, the Recovery Schedule with as-built dates evidencing progress shall be submitted by Contractor to Nashville MTA with each Payment Request.

3.5. Contractor shall perform the Construction Services in general accordance with the Project Schedule, or if applicable, the Recovery Schedule, submitted to Nashville MTA.

3.6. Contractor shall also prepare and keep current, for the Design Representative's approval, a schedule of submittals which is coordinated with Contractor's Project Schedule and allows the Design Representative reasonable time to review submittals.

4. COMPENSATION

4.0. The compensation under this Contract shall not exceed [**insert monetary amount**] (\$ _____) (the "**Project Price**"). A Notice to Proceed shall be issued for the Project Price. Nashville MTA reserves the right, with an executed written Change Order to exercise any options provided in **Section VI**. Notwithstanding any other provision of this Contract, Contractor is not guaranteed to earn any minimum amount of compensation. Rather, the total amount of compensation Contractor may earn under this Contract shall be based on the authorized and approved Construction Services performed. The obligations of Nashville MTA under this Contract shall automatically terminate upon Final Payment of the Project Price.

4.1. Prior to the Notice to Proceed, Contractor shall prepare and present to Nashville MTA **Contractor's Schedule of Values**, as provided in **Section VI**, apportioning the Project Price among the different elements of the Project for purposes of periodic and Final Payment. Contractor's Schedule of Values shall be presented in a format acceptable to Nashville MTA, with such detail and supporting information as Nashville MTA may request. Contractor shall neither imbalance nor artificially inflate any element of the Schedule of Values. Nashville MTA reserves the right, with an executed Change Order, to exercise any options provided in **Section VI**. Contractor shall not use any index for price fluctuations or guides to any formula for adjusting price fluctuations unless specifically agreed upon and set forth in **Section VI**. Contractor's General Conditions shall not exceed five (5%) percent of the Total Contract value. Contractor's Schedule of Values shall be utilized for Contractor's requests for payment ("**Payment Requests**") but shall only be so utilized after such Schedule of Values has been approved in writing by Nashville MTA.

4.1.1. In its schedule of values, the Contractor is to include no more than five percent (5%) of its total bid amount for mobilization. The Contractor may submit a request for payment for mobilization upon Nashville MTA's receipt and approval of the Contractor's performance and payment bonds, insurance certificates, schedule of values, project schedule, and proof of having obtained all permits needed to perform the work.

4.1.2. Contractor shall submit Payment Requests to:

Mta.accounts payable@nashville.gov

With a copy to the Project Manager: Patrick.Hester@nashville.gov

4.2. Each Payment Request shall be made on or before _____ each _____ and shall be signed by Contractor and shall constitute Contractor's representation that (i) the quantity and quality of Construction Services has reached the level for which payment is requested; (ii) the Construction Services have been properly installed or performed in strict compliance with this Contract; (iii) Contractor has paid

all Contractor's Agents from previous Payment Requests; and (iii) Contractor affirmatively represents and warrants that all Construction Services for which Nashville MTA has previously paid is free and clear of any lien, claim or other encumbrance of any person whatsoever. Furthermore, Contractor warrants and represents that, upon payment of the Payment Request submitted, title to all work, materials and equipment included in such payment shall be vested in Nashville MTA. Thereafter, Nashville MTA shall review the Payment Request and may also review the work at the Project construction site or elsewhere to determine whether the quantity and quality of the work, materials and equipment of the Construction Services are as represented by the Payment Request and are as required by this Contract. Nashville MTA shall approve in writing the amount which, in the opinion of Nashville MTA, is properly owing to Contractor. Nashville MTA's approval of Contractor's Payment Requests shall not preclude Nashville MTA from the exercise of any of its rights as set forth below. In the event that Nashville MTA makes written demand upon Contractor for amounts previously paid by Nashville MTA as contemplated in this **Section 4.2.** Contractor shall promptly comply with such demand.

- (A) When payment is received from Nashville MTA, Contractor shall within thirty (30) calendar days pay all of its agents, employees, subcontractors, materialmen, laborers, suppliers and other third parties in connection with the Project (the "**Contractor's Agents**") the amounts they are due for the work covered by such payment. In the event Nashville MTA becomes informed that Contractor has not paid a Contractor's Agent as provided in this **Section 4.2.(A)**, Nashville MTA shall have the right, but not the duty, to issue further checks and payments to Contractor of amounts otherwise due hereunder naming Contractor and any such Contractor's Agent as joint payees. Such joint check procedure, if employed by Nashville MTA, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit Nashville MTA to repeat the procedure in the future.

- (B) Neither payment to Contractor, utilization of the Project for any purpose by Nashville MTA, nor any other act or omission by Nashville MTA shall be interpreted or construed as an acceptance of any work of Contractor not strictly in compliance with this Contract. Further, approval or acceptance by Nashville MTA of any of Contractor's Construction Services under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Contractor or Contractor's Agents for the exercise of skill and diligence necessary to fulfill Contractor's responsibilities under this Contract. Nor shall Nashville MTA's approval or acceptance be deemed to be the assumption of responsibility by Nashville MTA for any defect or error in the Construction Services of Contractor or Contractor's Agents.

- (C) Nashville MTA shall have the right to withhold and refuse to make payment, have a right of setoff and, if necessary, may demand the return of a portion or all of the amount previously paid to Contractor due to:
 - (1) The quality of a portion, or all, of Contractor's Construction Services not being completed in accordance with the requirements of this Contract;
 - (2) The quantity of Contractor's Construction Services not being completed as represented in Contractor's Payment Request, or otherwise;
 - (3) Contractor's rate of progress being such that, in Nashville MTA's opinion, Substantial

- Completion or Final Completion, or both, may be inexcusably delayed;
- (4) Contractor's failure to use Contract funds, previously paid Contractor by Nashville MTA, to pay Contractor's Project-related obligations including, but not limited to Contractor's Agents;
 - (5) Claims made, pending or known against Nashville MTA or its property in relation to this Contract or the acts or omissions of Contractor or any of Contractor's Agents;
 - (6) Nashville MTA's rights to Liquidated Damages;
 - (7) Loss or expenses of Nashville MTA caused by Contractor; or,
 - (8) Contractor's failure or refusal to perform any of its obligations to the satisfaction of Nashville MTA.
- (D) Nashville MTA shall, subject to the rights set forth in this **Section 4.2.**, make reasonable efforts to make payments to Contractor within thirty (30) days of receipt of a Nashville-MTA approved Payment Request.
- (E) Nashville MTA uses an online reporting system: <https://wegotransit.dbesystem.com/> to report contract payments to prime and subcontractors. Each month, Contractor shall report payments received from Nashville MTA as well as payments made to all subcontractors.
- (F) "**Substantial Completion**" is the stage in the progress of the Project when the Project or designated portion thereof is sufficiently complete in accordance with the Contract so that Nashville MTA can occupy or utilize the Project for its intended use. Contractor shall accomplish Substantial Completion of the Project within _____ (__) calendar days after the Notice to Proceed is issued. When Contractor considers that the Project, or a portion thereof which Nashville MTA agrees to accept separately, is Substantially Complete, Contractor shall prepare and submit to the Contract Officer and Project Manager a comprehensive list of items to be completed or corrected prior to Final Payment. Failure to include an item on such list does not alter the responsibility of Contractor to complete the entire Project in accordance with the Contract. Upon receipt of Contractor's list, Nashville MTA and Design Representative will make an inspection to determine whether the Project, or designated portion thereof, is Substantially Complete. If Nashville MTA or the Design Representative, through their inspection, finds that the Construction Services are not Substantially Complete pursuant to the terms of this Contract, Nashville MTA shall furnish Contractor in writing a punch list for Contractor to complete to Nashville MTA's written satisfaction and approval. If, when completing the punch list, Contractor is required to repeat all, or any portion, of the items in the punch list, Contractor shall bear the cost of such repeat inspection(s), which cost may be deducted by Nashville MTA from any payment then or thereafter due to Contractor. When the Project or designated portion thereof is Substantially Complete, and upon Nashville MTA's confirmation that Contractor's Construction Services are Substantially Complete, Design Representative and/or Nashville MTA will prepare a **Certificate of Substantial Completion** which shall establish the date of Substantial Completion, and shall fix the time within which Contractor shall finish all items on the list accompanying the Certificate. Nothing herein shall change the time limits set forth in **Section 2** or the Project Schedule in **Exhibit B** unless agreed to in writing by the parties. The Certificate of Substantial Completion shall be submitted to Nashville MTA and Contractor for their written acceptance of responsibilities assigned to them in such Certificate

- (G) When the Project is fully complete and Contractor is ready for a final inspection, Contractor shall notify Nashville MTA in writing. Thereupon, Nashville MTA and Design Representative shall perform a final inspection of the Project. When Nashville MTA and Design Representative determine that the Project is acceptable under the Contract, Design Representative shall promptly issue a final **Certificate for Final Payment** stating that to the best of Design Representative's knowledge, information and belief, and on the basis of Design Representative's on-site visits and inspections, the Project has been completed in accordance with the terms and conditions of the Contract. If Nashville MTA or the Design Representative, through their inspection, finds that the Construction Services are not complete pursuant to the terms of this Contract, Nashville MTA shall furnish Contractor in writing a punch list for Contractor to complete to Nashville MTA's written satisfaction and approval. If, when completing the punch list, Contractor is required to repeat all, or any portion, of the items in the punch list, Contractor shall bear the cost of such repeat inspection(s), which cost may be deducted by Nashville MTA from the Final Payment. Upon issuance of the Certificate for Final Payment and a determination by Nashville MTA that the Project is complete in full accordance with this Contract and that Contractor has performed all of its obligations to Nashville MTA under this Contract, Nashville MTA shall furnish a final approval for payment to Contractor certifying to Contractor that the Project is complete ("**Final Completion**") and Contractor is entitled to the remainder of the unpaid Project Price, less any amount withheld, including, but not limited to, Retainage pursuant to this Contract ("**Final Payment**") if the conditions in **Section 4.2.(H)** are satisfied. Acceptance of Final Payment by Contractor or Contractor's Agents constitutes a waiver of any Claims against Nashville MTA, whether or not in writing.
- (H) If Nashville MTA finds that satisfactory progress was achieved during any period for which a progress payment is to be made, Nashville MTA shall authorize payment to be made in full. However, if satisfactory progress has not been made, Nashville MTA may retain a maximum of 10% of the amount of the payment until satisfactory progress is achieved. When the work is Substantially Complete, Nashville MTA may retain from previously withheld funds and future progress payments an amount Nashville MTA considers adequate for protection of Nashville MTA and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each add- alternate of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.
- (I) If Nashville MTA reasonably believes that Final Completion will be inexcusably delayed, then Nashville MTA shall be entitled, but not required, to withhold from any amounts otherwise due Contractor an amount then believed by Nashville MTA to be adequate to recover Liquidated Damages applicable to such delays. If and when Contractor overcomes the delay in achieving Final Completion, or any part thereof, for which Nashville MTA has withheld payment, then Nashville MTA shall promptly release to Contractor only those funds withheld, but no longer applicable, as Liquidated Damages.
- (J) Prior to being entitled to receive Final Payment and as a condition precedent thereto, Contractor shall furnish to Nashville MTA and/or Design Representative, in the form and manner required by Nashville MTA, if any:

(1) An affidavit that all of Contractor's obligations to Contractor's Agents and other third parties in connection with the Project have been paid or otherwise satisfied;

(2) An affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Project for which Nashville MTA or Nashville MTA's property might be responsible or encumbered (less amounts withheld by Nashville MTA) have been paid or otherwise satisfied;

(3) All subcontractor utilization and payment reports:

(4) Separate release of Claims or waivers from each employee, subcontractor, laborer, materialman, supplier or other person or entity who has or might have a claim against Nashville MTA or the Payment Bond;

(5) If required by Nashville MTA, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, Claims or encumbrances arising out of the Contract;

(6) Affirmative waiver by the Contractor of any and all Claims, if any, against Nashville MTA under the Contract;

(7) A certificate evidencing that insurance required by the Contract Documents shall remain in force after Final Payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) calendar days' prior written notice has been given to the Nashville MTA;

(8) A written statement that Contractor knows of no substantial reason that the insurance will not be renewed to cover the time periods required under the Contract;

(9) All product warranties, operating manuals, instruction manuals and other record documents, drawings, including, but not limited to, as-is drawings, and things customarily required of Contractor, or expressly required in this Contract, as part of or prior to Project close-out;

(10) Approval of the Design Representative as set forth in this Contract. and

(11) Consent(s) of surety to Final Payment;

4.3. Nashville MTA shall compensate Contractor in accordance with the terms and conditions of this Contract at the compensation agreed upon in writing. Notwithstanding anything contained herein to the contrary, the Project Price maximum firm fixed price amount to be paid to Contractor for all Construction Services performed under this Contract shall not exceed the Project Price, unless Additional Services are authorized by Nashville MTA in writing.

4.4. The term “**Design Representative**” as used in this Contract shall mean the Design Representative and/or design or engineering firm or engineer hired by Nashville MTA to oversee the Contractor’s responsibilities and duties under the Contract.

4.5. The Contractor may be compensated at a percentage, not to exceed ten percent (10%) for cost of work (mark-up) on Additional Services, subcontractor’s expenses and/or Change Orders with the written prior approval of MTA.

5. CONTRACTOR’S STAFFING AND PERSONNEL

5.0. Contractor represents that it employs skilled labor with the expertise to perform the Construction Services and possesses sufficient quantities of labor, equipment and materials for the timely performance of the Construction Services. Furthermore, Contractor has adequate resources to fully perform and complete the Construction Services. Contractor is familiar with the Project site and its conditions and has visited and inspected the site. Contractor is responsible for supervising the performance of the Construction Services, including that of its subcontractors. Furthermore, Contractor is responsible for coordinating the work of all trades on the Project, including its subcontractors and any MTA contractors. Contractor has control over and sole responsibility for the means and methods of construction used to perform the Construction Services, except where otherwise specified in the Contract.

5.1. Contractor shall assign only competent and qualified personnel and staff to perform the Construction Services as set forth in this Contract and shall at all times be solely responsible for the quality of the Construction Services.

5.2. In the event Contractor desires to change such key personnel from performing the Construction Services under this Contract, Contractor shall submit the qualifications of the proposed substituted personnel to Nashville MTA for prior written approval, which shall not be unreasonably withheld.

5.3. Contractor shall promptly remove any employee or subcontractor who is determined by Nashville MTA, in its sole discretion, in writing to Contractor, to be uncooperative, incompetent, a threat to the timely completion of the Construction Services, a threat to the safety of persons or property, or refuses to perform the Construction Services in accordance with the Contract. Rejection by Nashville MTA and the removal of assigned personnel shall not relieve Contractor of its full responsibilities under the Contract. Contractor shall provide written notification to Nashville MTA of any impact on the Project Schedule impacts as a result of such removal, if any.

5.4. Contractor, and Contractor’s Agents, found guilty of unethical or irresponsible business practices shall be suspended and debarred from conducting future business with Nashville MTA.

5.5. Contractors and subcontractors must maintain an up-to-date System for Award Management, DUNS number, or other registration databases that are required in Section .

5.6. Contractor must submit all TDOT-issued letters of certification of any DBEs participating on this Project

5.7. Contractor shall comply with the applicable workers' compensation laws in the State of Tennessee and maintain workers' compensation insurance as set forth in Section 17. Contractor shall also require each Contractor's Agent to provide workers' compensation for all of the Contractor Agent's employees who are performing the Construction Services if such employees are not covered by Contractor, and Contractor's written agreement with each Contractor's Agents shall so specify.

5.8. Contractor shall adhere to Nashville MTA's safety requirements and security, which include, but are not limited to, OSHA/TOSHA applicable requirements, the requirement that all Contractor's Agents wear or use body and health protection equipment, wear identification badges, check in with Nashville MTA's supervisor or authorized representative on duty, and sign in and out in a logbook, when applicable, when arriving and departing Nashville MTA's property.

5.9. Contractor shall comply with the laws regarding the employment of aliens and others, so that all persons performing the Construction Services under this Contract meet the citizenship and alien status requirements contained in governmental laws, including, but not limited to, the *Immigration Reform and Control Act of 1986* as amended. Contractor shall obtain from all of its employees performing the Construction Services all verification and other documentation of employment eligibility status required by the laws as they currently exist and as they may hereafter be amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law.

6. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM COMPLIANCE

6.0. Contractor has submitted, Nashville MTA has approved, a _____ percent (#%) Disadvantaged Business Enterprise ("**DBE**") Utilization Plan which is located in Section III . The goal is a percent of the original contract amount for the utilization of firms owned and controlled by socially and economically disadvantaged individuals. This goal remains in effect throughout the Term of the Contract. Whenever Additional Services or Change Orders are made that individually, or in the aggregate, increase the total dollar value of the Contract, Contractor shall be required to make a good faith effort to maintain the level of ____ percent (#%) DBE participation.

6.1. Contractor shall comply with all terms of DBE program. If Contractor is notified that a DBE firm named on its accepted Utilization Plan is unable or unwilling to perform the work, Contractor shall immediately notify the Agency project management and Director of Procurement and Business Diversity ("**the Director**") before replacing the firm. Contractor is expected to make a good faith effort to replace the DBE with another DBE firm and is required to submit an updated DBE Utilization Plan to the Director for approval. Examples of good faith efforts can be found in Appendix A to 49 CFR Part 26 – Guidance Concerning Good Faith Efforts.

6.2. Substitutions or replacements of DBE firms require the prior written approval of the Director. Substitutions or replacements are permitted only when the DBE firm has failed to perform due

to a default (material breach) of its agreement. Contractor will not cancel or terminate its agreement with a DBE firm without cause. The Contractor will timely forward supporting documentation substantiating such cause or termination to the Director for review and approval.

6.3. Contractor shall keep such records (copies of subcontracts, paid invoices, documentation of correspondence) as are necessary for Nashville MTA to determine compliance with the DBE program contract obligations. Nashville MTA reserves the right to investigate, monitor and review actions, statements, and documents submitted by the Contractor, subcontractor, or DBE.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to Nashville MTA as follows:

7.0. Contractor is a **[INSERT TYPE OF BUSINESS ENTITY]** duly organized, validly existing and in good standing under the laws of the State of Tennessee, and has full corporate power and authority to execute, deliver and perform its obligations under this Contract, the Exhibits attached hereto, and any other agreements and instruments contemplated by this Contract. Contractor is fully qualified and has all requisite corporate power and authority to own its properties, inventory, equipment and assets, and to conduct its business as now conducted. Contractor is qualified to do business in all jurisdictions where it is required to perform Construction Services and has and shall maintain all necessary licenses, permits and authorizations required to carry out Contractor's business for the Project.

7.1. The execution and delivery of this Contract, the Exhibits attached hereto, and the other agreements and instruments contemplated by this Contract have been duly authorized by all necessary actions of Contractor and by anyone else whose approval or authorization is required. Upon execution and delivery, this Contract, the Exhibits attached hereto, and the other agreements and instruments contemplated by this Contract shall be legal, valid and binding obligations of Contractor, enforceable against Contractor in accordance with their respective terms.

7.2. The execution and delivery of this Contract does not, and the execution and delivery of the Exhibits attached hereto and other agreements and instruments contemplated by this Contract will not, and the consummation of the transactions contemplated hereby and thereby will not: (i) violate any provisions of Contractor's charter, bylaws or other organizational documents; (ii) violate any provision of law or any order, judgment or decree of any court or other governmental or regulatory authority applicable to Contractor; (iii) violate or result in a breach of, an acceleration under, or constitute (with due notice or lapse of time or both) a default under, any contract, lease, loan agreement, mortgage, security agreement, or other agreement or instrument to which Contractor is a party or by which it is bound or to which any of Contractor's properties, inventory, or assets is subject, which would prevent Contractor from performing the Construction Services in the manner and as contemplated by and in accordance with the terms and provisions of this Contract; or (iv) result in the imposition of any liens or

restrictions on Contractor's business or any properties and inventory, including goods and services, thereof.

7.3. There is no litigation pending or threatened against or relating to Contractor which could materially or adversely affect the Construction Services under this Contract.

7.4. There is not now and will not be at the delivery of the Construction Services to Nashville MTA any damage, destruction or loss not covered by Contractor's insurance which could materially or adversely affect the Construction Services, it being expressly agreed that the risk of loss of the Construction Services shall remain with Contractor until acceptance of the delivery of such Construction Services upon Final Payment by Nashville MTA.

7.5. Contractor shall have and convey at delivery good and marketable title to all of the goods and services encompassing the Project free and clear of all liens, pledges, security interests and encumbrances.

7.6. Contractor and Contractor's Agents shall at all times be in compliance with all applicable local, state and federal laws and regulations and exercise all necessary precautions for the safety of others and the conditions under which the Construction Services are performed.

7.7. Contractor has received, reviewed and carefully examined all of the documents which make up this Contract and finds them to be generally sufficient to indicate and convey understanding of the terms and conditions for implementation and completion of this Project.

7.8. Contractor is not insolvent nor has it filed or had filed against it any proceeding in bankruptcy or for reorganization under any federal bankruptcy law or similar state law, nor has any receiver been appointed for all or a substantial part of Contractor's assets or business, nor has it made any assignment for the benefit of creditors, nor has it entered into any other proceeding for debt relief. Contractor's business is viable, sound, and operating normally, and there have been no material adverse changes in its business since the date of Contractor's ITB Proposal.

The foregoing representations and warranties of Contractor in this **Section 7** are made with the knowledge and expectation that Nashville MTA is placing complete reliance on such representations and warranties in entering into this Contract and such representations and warranties shall survive the delivery and acceptance of the Construction Services to and by Nashville MTA.

8. TAXES.

8.0. Nashville MTA shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Nashville MTA.

9. INTELLECTUAL PROPERTY INFRINGEMENT.

9.0. Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against the Covered Entities to the extent that it is based on a claim that the

Construction Services or other work products furnished infringe a copyright, trademark, service mark, or patent or any other intellectual property right. The Contractor shall further indemnify and hold harmless the Covered Entities to the fullest extent permitted by law, and as set forth in **Section 20**, against any award of damages and costs made against the Covered Entities, or any settlement of Claim authorized in writing by Nashville MTA.

9.1. If the Construction Services or other work products furnished under this Contract are likely to, or do become, the subject of such a Claim of infringement, then without diminishing Contractor's obligation to satisfy the award, Contractor may, at its option and expense:

9.1.1. Procure for Nashville MTA the right to continue using the products or services.

9.1.2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to Nashville MTA, so that they become non-infringing.

9.1.3. Remove the products or discontinue the services and cancel any future charges pertaining thereto.

9.1.4. Provided, however, that Contractor will not exercise the option under 9.1.3 until Contractor and Nashville MTA have agreed and determined that the options under both 9.1.1 and 9.1.2 are impractical.

9.2. Contractor shall have no liability to Nashville MTA, however, if any such infringement or Claim thereof is based upon or arises out of:

9.2.1. The use of the Construction Services or other work products in combination with apparatus or devices not supplied or else approved by Contractor.

9.2.2. The use of the Construction Services or other work products in a manner for which the Construction Services or other work products were neither designated nor contemplated.

9.2.3. The claimed infringement in which Nashville MTA has any direct or indirect interest by license or otherwise, is separate from that granted herein.

9.3 Nothing in this **Section 9** precludes Nashville MTA from exercising any rights or remedies as provided elsewhere in this Contract.

10. DEFAULT, TERMINATION AND SUSPENSION

10.0. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract ("**Default**"), then Nashville MTA shall have the right to terminate this Contract provided Contractor fails to cure such Default within ten (10) calendar days of Nashville MTA's written notice of Default to Contractor. Such termination shall not relieve Contractor of any liability for damages sustained by virtue of any Default by Contractor.

10.0.1. In the event a termination for Default is held to be wrongful, Contractor's sole and exclusive remedy shall be the amount Contractor would be owed if the termination had been for Nashville MTA's convenience as set forth below.

10.0.2. In the event of Default by Contractor, Nashville MTA shall be entitled to all of its damages, reasonable expenses, and costs, including, but not limited to its reasonable attorneys' fees incurred because of such Default.

10.1. Should funding for this Contract be discontinued, Nashville MTA shall have the right to terminate this Contract effective immediately, without penalty, upon written notice to Contractor.

10.2. Nashville MTA may terminate this Contract, in whole or in part, at any time, without penalty, for its convenience or its best interest upon thirty (30) days' written notice to Contractor.

10.3. In the event of a termination under **Section 10.1.** or **Section 10.2.**, Contractor shall be shall be entitled to compensation for satisfactory, authorized Construction Services completed and accepted as of the notice of termination, but in no event shall MTA be liable to Contractor for compensation for any service which has not been rendered. Additionally, Contractor shall immediately stop work upon receipt of notice, secure any work site, aid in the transition of the site and take reasonable steps to minimize costs.

10.4. If Contractor has any property in its possession belonging to Nashville MTA as of the notice of termination, Contractor shall account for such property, and dispose of it in the manner as directed by Nashville MTA.

10.5. Nashville MTA may suspend Contractor's continued performance for its convenience, for up to ten (10) calendar days at any one time, by providing written notice to Contractor. Contractor shall not be entitled to any additional payments as a result of such suspension. The extension of ten (10) calendar days will be added to the Project Schedule or Recovery Schedule, if applicable, if this option is exercised.

10.6. Nashville MTA's remedies under this Contract for any Default are non-exclusive and cumulative. Nashville MTA's election of a remedy shall not in any way operate to preclude Nashville MTA from also pursuing all available remedies against Contractor and its sureties for any Default.

11. TITLE WARRANTY

11.0. Contractor warrants that it has good title to and/or the right to sell the Construction Services and represents that the Construction Services delivered to Nashville MTA are free and clear of all liens, Claims or encumbrances of any kind.

11.1. Contractor, at its own expense, shall have the duty to defend any suit which may be brought against the Covered Entities to the extent that it is based on a Claim that the Construction Services or other work products furnished infringe or violate the Contractor's title warranty in **Section 11.0.** and any trademark, patent, copyright, or other intellectual property right. In the event the use of the Construction Services are restricted or interfered with as a result of such infringement or violation, Contractor and Nashville MTA shall have the same rights and responsibilities as set forth in **Sections 9 and 20.**

11.2. Nothing in this **Section 11** precludes Nashville MTA from exercising any rights or remedies as provided elsewhere in this Contract.

12. MAINTENANCE OF RECORDS

12.0. Contractor shall maintain documentation for all charges against Nashville MTA. The books, records, and documents of Contractor, insofar as they relate to Construction Services performed or money received under this Contract, shall be maintained for a period of seven (7) years following the date of Final Payment by Nashville MTA and will be subject to audit, at any reasonable time and upon reasonable notice by Nashville MTA or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

12.1. Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the U.S. Department of Transportation, the Comptroller General of the United States General Accounting Office, the Tennessee State Attorney General's office, and Nashville MTA or their duly appointed representatives.

12.2. Any Nashville MTA property, including but not limited to books, records and equipment that is in Contractor's possession shall be maintained by Contractor in good condition and repair, and shall be returned to Nashville MTA by Contractor upon termination of the Contract. All goods, documents, records, work and other work product and property produced by Contractor during the performance of this Contract are deemed to be Nashville MTA property. Upon completion or termination of this Contract, Contractor shall promptly deliver to Nashville MTA all records, notes, data, memorandum, models, and any other material of any nature that are within Contractor's possession or control and that are Nashville MTA property or relate to Nashville MTA or its business.

12.3. Nashville MTA shall retain existing ownership and all proprietary rights to its information and data. Confidential information and data may need to be disclosed to Contractor for purposes

necessary to Contractor providing the Construction Services. Contractor shall treat any such data and information as strictly confidential.

12.4. Records pertaining to appeals under disputes, to litigation or to the settlement of Claims arising under or relating to the performance of the Contract shall be made available for seven (7) years after the Commencement of Work Date or until disposition of the appeals, litigation, or Claims, whichever is later.

12.5. Contractor shall include, or have included, the requirements of this **Section 12** in all subcontracts of any tier.

13. MODIFICATION OF CONTRACT

13.0. Contractor must contact Nashville MTA to request any changes to this Contract. This Contract may be modified only by written amendment or Change Order as set forth in **Sections 1, 13 and 25**.

13.1. In the event an alteration or modification in the character of the Construction Services or deliverables results in a change in this Contract, thereby materially increasing or decreasing the scope of Construction Services, cost of performance, or the Project Schedule, the Construction Services or deliverable will nonetheless be performed as directed by Nashville MTA. However, before any altered or modified Construction Services begin, a Change Order or amendment must be approved and executed by Nashville MTA and Contractor.

13.2. Additions to, modifications, or deletions from the Project provided herein may be made, and the compensation to be paid to Contractor may accordingly be adjusted by mutual written agreement of the parties.

13.3. No Claim for extra work done or materials furnished by Contractor will be allowed by Nashville MTA except as provided herein, nor will Contractor perform any Construction Services or furnish any materials not covered by this Contract unless such Construction Services or materials are first authorized in writing by Nashville MTA. Construction Services or materials furnished by Contractor without such prior written authorization shall be Contractor's sole jeopardy, cost, and expense, and Contractor hereby agrees that without prior written authorization, no Claim for compensation for such Construction Services or materials furnished will be made.

13.4. Contractor shall notify Nashville MTA of any proposed changes within ten (10) calendar days of discovering the circumstances that could constitute a change. Contractor waives the right to request any adjustment to the Contract from a change which is not made known to Nashville MTA in writing within such ten (10) calendar day period.

13.5. Contractor shall immediately comply with and strictly adhere to all written instructions and directions given by Nashville MTA (whether or not Contractor disputes or questions such instructions or directions), except to the extent (a) such instruction or directives would constitute a violation of applicable law or (b) Contractor reasonably believes that compliance with such instructions or directions would cause safety hazards to any person or the environment. If Contractor believes that any Nashville MTA instruction or directive constitutes a change to the Contract, Contractor shall provide written notice as required herein, and if no such notice is given, Contractor waives any Claim that such instruction constituted a change in the Contract. If Contractor disputes any instruction or direction of Nashville MTA, such dispute shall be resolved in accordance with **Section 22**. However, Contractor shall comply with all written instructions and directions received from Nashville MTA and shall continue to

perform the Construction Services pending the submission of a Claim and the resolution of any resulting dispute.

14. PARTNERSHIP/JOINT VENTURE

14.0. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. It is expressly agreed and understood between the parties that Contractor, and any of Contractor's Agents, are independent contractors to Nashville MTA and as such shall be viewed in law and equity. No vicarious liability shall be imposed upon the Covered Entities by any action of Contractor in the performance of this Contract nor shall the doctrine of respondent superior be applicable to the Covered Entities through this Contract. None of the parties hereto shall hold itself out in a manner contrary to the terms of this **Section 14** nor shall Covered Entities or Contractor become liable for any representation, act or omission of any other party contrary to the terms of this **Section 14**.

14.1. Neither Contractor nor Contractor's Agents are Nashville MTA employees. Contractor shall bear sole responsibility for payment of compensation to Contractor's Agents.

15. WAIVER

15.0. No action or failure to act by Nashville MTA, shall constitute a waiver of any right or duty afforded Nashville MTA under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach or Default hereunder, except as may be specifically agreed in writing.

15.1. To the extent a waiver occurs by written agreement, such waiver shall not, in any way, be considered a waiver of a subsequent obligation, or the relinquishment of the right to subsequently demand strict performance or exercise such rights set forth in the Contract which shall continue unchanged and remain in full force and effect.

15.2. No waiver of any provision of this Contract shall affect the right of Nashville MTA thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other Default.

16. EMPLOYMENT AND NONDISCRIMINATION

16.0. In performance of this Contract, Contractor's Agents are prohibited from discriminating against any individual due to race, creed, color, national origin, disability, age, religion or sex and from violating any applicable laws concerning the employment of individuals with disabilities. It is the policy of Nashville MTA not to discriminate on the basis of age, race, creed, religion, sex, color, national origin or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. With regard to all aspects of this Contract, Contractor certifies and warrants that it will comply with this policy and will include this policy in all subcontracts. All solicitations or advertisements for Contractor's Agents placed by or on behalf of Contractor, shall state that all qualified

applicants will receive consideration for employment without regard to age, race, sex, color, national origin, creed, religion, and disability.

16.1. Contractor and Contractor's Agents shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

16.2. Violation of these Contract provisions may result in suspension or debarment if not resolved in a timely manner to the satisfaction of Nashville MTA.

17. INSURANCE AND SURETY BONDS

17.0. Contractor shall have and maintain insurance in accordance with the requirements set forth herein and in **Exhibit C**. The required certificates of insurance must be provided by Contractor and approved by Nashville MTA before the Notice to Proceed can be issued and before Contractor can commence performance of the Project. Coverage shall remain in effect through any Warranty Period or other Contractual period for correcting defective work or the applicable statute of repose.

17.1. Contractor shall furnish separate performance and payment bonds to Nashville MTA with this Contract, as applicable to the Project as set forth herein and in **Exhibit C**. Each bond shall set forth a penal sum in an amount not less than the Project Price. Each bond furnished by Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Project Price is adjusted by the execution of a Change Order, the penal sum of both the performance bond and the payment bond shall be deemed adjusted by like amount without consent of the surety. The performance and payment bonds furnished by Contractor shall be in a form suitable to Nashville MTA and shall be executed by a surety, or sureties, licensed to do business in Tennessee and reasonably acceptable to the Nashville MTA. Bonds shall be accompanied by a power of attorney indicating that the person executing the bond is doing so on behalf of the surety. The power of attorney shall have been conferred upon the attorney-in-fact prior to the date of the bond. The power of attorney shall show the date of appointment of the attorney-in-fact and that the appointment and powers have not been revoked and remain in effect.

17.2. Contractor may, subject to Nashville MTA's written approval, at Contractor's sole cost and expense, substitute securities equivalent to and in lieu of any moneys withheld by Nashville MTA to insure performance under this Contract. Such security shall be deposited with a state or federally chartered bank as escrow agent, who shall pay such moneys as provided herein to Contractor upon Final Payment as certified to such bank in writing by Nashville MTA. Nashville MTA shall be the beneficiary of any security substituted for moneys withheld and shall receive any accrued interest thereon. No such substitution shall be accepted until forms of security and any other documentation related to such substitution are reviewed and found acceptable by Nashville MTA.

18. CONTINGENT FEES

18.0. Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure a Nashville MTA contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this **Section 18** is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Nashville MTA contracts.

19. ETHICAL STANDARDS

19.0. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee of to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

19.1. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order.

19.2. Breach of the provisions of this **Section 19** is, in addition to a Default of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Nashville MTA contracts.

20. INDEMNITY AND CONTRACTOR RESPONSIBILITY

20.0. Contractor agrees to defend, indemnify and hold harmless, to the fullest extent permitted by law, Nashville MTA, Davidson Transit Organization, the Metro Government of Nashville and Davidson County, and their officers, agents, employees and volunteers (the "**Covered Entities**") from:

20.1. Any claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and reasonable attorneys' fees, including, but not limited to, third party claims, for injury to or death of any person or damage to property ("**Claims**"), arising from the Construction Services performed under this Contract, and/or from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors (including third parties), in connection with the performance of this Contract, and,

20.2. Any Claims arising from any failure of Contractor or Contractor's Agents, to observe applicable laws, including, but not limited to, workers' compensation, labor laws and minimum wage laws.

Contractor's indemnification for these Claims is not limited to any statutory limitations on employer liability.

20.3. The indemnity in this **Section 20** applies regardless of whether said Claims are covered, in whole or in part, by insurance and regardless of the negligence, if any, of the Covered Entities.

20.4. Contractor assumes full responsibility for the Construction Services to be performed hereunder and hereby releases, relinquishes, and discharges the Covered Entities from all Claims of every kind and character, including the cost of defense thereof, for any injury to or death of any person (including third parties) and damage to property that are caused by or alleged to be caused by, arising out of, or in connection with Contractor's Construction Services, Additional Services and work to be performed hereunder. This release shall apply regardless of whether said Claims are covered, in whole or in part, by insurance and regardless of the negligence, if any, of the Covered Entities.

20.5. In the event of any third-party Claim against the Covered Entities, the Covered Entities shall choose counsel, in the Covered Entities' sole and absolute discretion, to represent the Covered Entities, and Contractor shall promptly reimburse the Covered Entities for all costs actually incurred, including, but not limited to, all expenses of litigation, court costs, and reasonable attorneys' fees. The Covered Entities shall be consulted prior to any settlement and any settlement must be approved by the Covered Entities in writing.

20.6. The Covered Entities shall not, under any circumstances, indemnify, defend, or hold harmless Contractor from any Claim.

21. SUBCONTRACTORS

In addition to the other requirements of Contractor set forth herein regarding subcontractors and Contractor's Agents:

21.0. Contractor and its subcontractors shall be licensed as required in the State of Tennessee to perform the Construction Services required by this Contract. Contractor and subcontractors must maintain current Central Contractor Registration ("**CCR**"), Data Universal Numbering Systems ("**DUNS**") number, System for Award Management ("**SAM**"), or registration in other substantially similar registration databases. Contractor must submit to Nashville MTA all Tennessee government letters or certification of any Disadvantaged Business Enterprises ("**DBEs**") participating in the Project. Contractor is fully responsible for all of the Construction Services that are performed by any subcontractor.

21.1. Contractor shall not subcontract any of its rights or responsibilities in this Contract without the prior written approval of Nashville MTA. Subcontractors, if approved in writing by Nashville MTA, shall be made subject to the applicable terms of this Contract in their contractual agreements with the Contractor. Notwithstanding the foregoing, subcontractors included in Contractor's proposal dated _____ are deemed approved. Non-professional, temporary personnel agencies and vendors of standard materials and supplies are not considered subcontractors for purposes of this **Section 21** only.

21.2. Subcontractors, if approved in writing, shall be made and are subject to the applicable terms of this Contract in their contractual agreements with the Contractor. Contractor shall include in its subcontracts the indemnification provision as set forth in **Section 20** running from each subcontractor directly to the Covered Entities.

21.3. Contractor shall hire reliable and dependable subcontractors. Contractor and its subcontractors found guilty of unethical, irresponsible business practices according to governmental authority will be suspended and debarred from conducting future business with Nashville MTA.

21.4. Contractor shall remain fully responsible for the Construction Services of the subcontractor and for supervising the performance of the Construction Services by the subcontractor. Nashville MTA is not subject to any liability of any kind with respect to any subcontractor, nor do subcontractors obtain any rights against Nashville MTA under this Contract, and Contractor shall so notify subcontractors in its written agreement with subcontractors.

22. REMEDIES AND DISPUTES

22.0. No remedy conferred by any of the specific provisions of this Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Contract, now or in the future existing at law or in equity or by statute or otherwise.

22.1. In no event shall Nashville MTA be liable or responsible for payment of special, incidental, indirect, or consequential damages, including, but not limited to, lost profits arising from the performance of this Contract, whether such damages are based in contract, tort, or any other legal theory. Any default or breach by Nashville MTA is limited to its failure to perform certain contractually mandated obligations, such as non-payment.

22.2. The parties agree that any failure of Contractor to attain Final Payment before the expiration of the Term as set forth in **Section 2.0.** of this Contract will cause damage to Nashville MTA. Since the amount of said damages for delay are difficult to determine, the parties agree that the amount of such damages due Nashville MTA for such delay shall be fixed at Three Hundred and fifty-four dollars and seventy-one cents (\$354.71) per day ("**Liquidated Damages**") for each day after the Term. Contractor agrees to pay Liquidated Damages in said amount and agrees that said Liquidated Damages do not constitute a penalty. Nashville MTA may deduct the amount of the Liquidated Damages from any money due Contractor under the Contract. Nashville MTA shall have the right to pursue the collection of Liquidated Damages as with any other remedy. The Liquidated Damages provided in this **Section 22.2.** apply only to Claims for delays pursuant to this Contract and do not apply or limit any other damages, rights or remedies Nashville MTA may have for other Claims and Default, including, but not limited to, bodily injury, real property damage, infringement, breach of warranty, or for any other damages that may be suffered by Nashville MTA arising out of this Contract or Contractor or Contractor's Agents' failure to perform or Default. Contractor shall not be held liable for any delays caused by Nashville MTA, so long as Contractor gives timely notice to Nashville MTA that it maintains that Nashville MTA caused the delay and Nashville MTA acknowledges in writing that it is the cause of said delay.

22.3. Nashville MTA retains the right to supplement the Construction Services and/or replace Contractor if Contractor is in Default. Nashville MTA’s related cost and expense for such supplementation or replacement shall be credited to reduce the remaining Contract balance owed Contractor, if any, after consideration of Nashville MTA’s additional damages.

22.4. In the event of Default of the Contract by Contractor, in addition to any other remedies set forth herein, Contractor shall be liable to Nashville MTA for damages for the breach or Default thereof, including the costs and reasonable attorneys’ fees for the enforcement thereof. The failure or delay of Nashville MTA to exercise a remedy at any time shall not operate as a waiver of the right to exercise a remedy for the same or subsequent breach or Default at any time thereafter.

22.5. Any disputes arising in the performance of this Contract, which are not resolved by agreement of the parties (“**Dispute**”), shall be decided in writing by Nashville MTA. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy of the written decision of Nashville MTA, Contractor mails or otherwise furnishes a written appeal to Nashville MTA. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of Nashville MTA of the appeal shall be binding upon Contractor and Contractor shall abide by the decision.

22.6. Unless otherwise directed by Nashville MTA, Contractor shall continue performance under this Contract during the pendency of any Dispute.

22.7. Unless this Contract specifically provides otherwise, all Claims, counterclaims, and other matters in question between Nashville MTA and Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction in Davidson County within the State of Tennessee.

23. NOTICES

23.0. Any notice or other communication to be made pursuant to this Contract shall be made in writing and hand delivered by messenger service or delivered by a nationally recognized overnight courier, and shall be effective upon receipt. Such notice or other communication shall be made to the address shown below. Either party shall have the right, by written notice to the other party, to change its address for such notice. Electronic mail may be used to expedite communications but shall not be notice under this Contract unless confirmed in writing that such electronic mail serves as notice by the recipient party.

Notices to:

Procurement Department
Nashville Metropolitan Transit Authority
430 Myatt Drive
Nashville, Tennessee 37115
Attn: [Contracting Officer—see Section 33]
Email:

Notices to Contractor:

Contractor name
Contractor Address
City, State Zip Code
Attn: Name
Email:

24. ASSIGNMENT - CONSENT REQUIRED

24.0. The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Neither this Contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of Nashville MTA, except that in the case of an assignment of compensation due to Contractor, Contractor may assign such right to compensation upon the written consent of Nashville MTA, which shall not be unreasonably withheld. Any such assignment or transfer shall not release Contractor from its obligations hereunder.

24.1. Any public agency (i.e., city, district, public authority, public agency, municipality, and other political subdivision or any FTA-funded entity) shall have the option of participating in this Contract at the same prices, terms, and conditions. Nashville MTA reserves the right to assign any portion of the goods and services awarded under this Contract. This assignment, should it occur, shall be agreed to in writing by Nashville MTA. Once assigned, each agency will enter into its own contract and be solely responsible to Contractor for obligations for the goods and services assigned. Nashville MTA's right of assignment will remain in force until Final Payment. Nashville MTA shall incur no financial responsibility in connection with contracts issued by another public agency. The public agency shall accept sole responsibility for placing orders or payments to Contractor.

25. ENTIRE CONTRACT

25.0. This Contract states the entire contract between the parties. No alteration, modification, release, or waiver of this Contract or any of the provisions hereof shall be effective unless in writing, executed by the parties hereto.

25.1. Notwithstanding the foregoing, Contractor agrees that this Contract is subject to modification by Nashville MTA to the extent necessary to comply with federal, state or local regulations, which may govern this Contract. Nashville MTA shall provide written notice to Contractor of any such modification.

26. FORCE MAJEURE

26.0. Subject to the provisions of **Section 3.2.**, no party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to

perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar nature beyond its control.

26.1. In the event of Force Majeure, the Contract shall not be revoked nor shall Contractor be penalized for such noncompliance so long as Contractor complies with **Section 3.2.** and provided that Contractor shall use its best efforts to remove the cause of delay and resume work as soon as possible.

27. GOVERNING LAW AND VENUE

27.0. The validity, construction and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that Contractor may provide.

27.1. Any action between the parties arising from this Contract shall be maintained in the state trial courts of Davidson County in the State of Tennessee.

28. SEVERABILITY

28.0. If any provision of this Contract is properly determined to be illegal, invalid or unenforceable, the other provisions of this Contract shall remain in full force and effect, and such illegal, invalid or unenforceable provision shall be automatically modified in such a manner so as to make it valid, legal and enforceable but keeping it as close to its original meaning as possible.

29. EFFECTIVE DATE

29.0. This Contract shall not be binding upon the parties until it has been signed first by Contractor and then by Nashville MTA. When it has been so signed and filed, this Contract shall be effective as of the date signed by Nashville MTA.

30. COUNTERPARTS

30.0. This Contract may be executed in one or more identical counterparts, each of which shall be deemed to be an original for all purposes, and all of which taken together shall constitute a single instrument.

31. MONITORING

31.0. Nashville MTA and Design Representative shall at all times have access to the Construction Services wherever they are being performed, prepared or in progress. Contractor shall provide safe access to all facilities to enable Nashville MTA and Design Representative to perform its functions and responsibilities under the Contract, and shall provide access for authorized representatives of Nashville MTA and the funding sources (e.g. Federal Transit Administration, Tennessee Department of

Transportation, and Federal Railroad Administration) for the purpose of inspecting the work. Nashville MTA and Design Representative shall have the right to obtain or take photographs.

32. NASHVILLE MTA PROPERTY AND DATA

32.0. Any Nashville MTA property, including but not limited to books, records and equipment that is in Contractor’s possession shall be maintained by Contractor in good condition and repair, and shall be returned to Nashville MTA by Contractor upon termination of this Contract. All goods, documents, records and other work product and property produced during the performance and as a consequence of this Contract are deemed to be Nashville MTA property.

32.1. Nashville MTA will own and retain rights to all of its data. Some data will need to be disclosed to Contractor for purposes necessary for design and implementation. Contractor will treat Nashville MTA information as strictly confidential.

33. CONTRACTING OFFICER

33.0. Nashville MTA’s Contracting Officer is the individual with the delegated authority to administer this Contract on behalf of Nashville MTA. The Contracting Officer is solely responsible, under direction from Nashville MTA, for authorizing services by issuing written orders, and for making any changes to the scope of Construction Services, the Project Schedule or other contractual terms and conditions by written contract modification executed by the CEO of Nashville MTA or the CEO’s designee. No oral representations of any nature form the basis of or may amend the Contract. The Contracting Officer shall be considered the authorized representative of Nashville MTA, except for modifications of the Contract as provided in **Section 13**.

33.1. The Contracting Officer may delegate certain specific responsibilities to other staff members of Nashville MTA, and if such delegation occurs, Contractor will be notified in writing of the responsible person and his or her duties.

33.2 This Contracting Officer for this Project will be:

Name
Email
Title
Procurement
430 Myatt Drive
Nashville, TN 37115
Phone

33.3 The term “**Project Manager**” as used in this Contract shall mean the person designated by the Contracting Officer to oversee the Construction Services.

33.4. Any and all written communications shall make reference to the Contract number and shall be mailed to the above address.

34. CONTRACTOR'S LICENSE

34.0. Contractor swears, affirms and represents that it has complied with all the provisions of Contractors Licensing Act of 1994 of the State of Tennessee, the same being set out in Tennessee Code Annotated, 62-6-101 et seq., and that it is licensed by the State Board of Licensing Contractors. Said Board is authorized to receive complaints relative to Contractor's professional conduct. Contractor's license number is [INSERT LICENSE NO.] and the date of expiration is [INSERT DATE], and that part of the classification applying to this Contract is BC; MU-A, B, C, D; HRA.

35. PREVAILING WAGE RATE

35.0. Contractor shall not pay less than the prevailing wage rate for all types and classifications for any work performed under this Contract, such rates being those established for Davidson Counties by the United States Department of Labor under 42 U.S.C. § 276 (a) (Davis-Bacon Act). A source for the prevailing wage rates is located at SAM.gov. Contractor acknowledges and agrees to use the current prevailing wage rates. The prevailing wage rates must be posted at the Project job site. Failure to pay the prevailing wage rate is a material breach of this Contract.

36. VETERANS EMPLOYMENT HIRING PREFERENCE

36.0. Nashville MTA and its subrecipients are recipients of federal financial assistance on this Contract. Contractor shall give a hiring preference, to the extent practicable, to veterans, as such term is defined in 5 U.S.C.A. § 2108, who have the requisite skills and abilities to perform the Construction Services required under this Contract. This Section shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

37. PUBLICATION AND MEDIA RESTRICTIONS

37.0. Contractor shall not publish or reproduce any subject matter regarding the Construction Services in whole or in part, or in any manner or form, without the advance written consent of Nashville MTA, unless Nashville MTA has released or approved the release of that data to the public.

38. REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

38.0. Since the Contract Documents are complementary, before starting each portion of the Project, Contractor shall carefully study and compare the various drawings and other Contract Documents relative to that portion of the Project, as well as the information furnished by Nashville MTA, shall take field measurements of any existing conditions related to that portion of the Project and shall observe any conditions at the site affecting that portion of the Project. These obligations are for the purpose of facilitating construction by Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by Contractor shall be reported promptly to the Design Representative and Project Manager as a request for information in such form as the Design Representative or Project Manager may require.

39. WARRANTY

39.0. Contractor warrants that the Construction Services provided by Contractor reflect high professional and industry standards, procedures and performances. Contractor warrants the preparation of materials, the selection of personnel, the fitness and operation of its recommendations, and the performance of the Construction Services shall conform to a high standard of performance in the profession. Contractor warrants that it will exercise diligence and due care and perform in a good and workmanlike manner all of the Construction Services pursuant to this Contract. Furthermore, Contractor warrants that all material and equipment used will be new, free from defects and substantially conform to the requirements of the Contract.

[OR]

39.0. Contractor shall be responsible for using due diligence to correct errors, deficiencies or unacceptable Construction Services. Contractor shall, at no cost to Nashville MTA, remedy any errors, deficiencies or any service, work or other work products found unacceptable, in Nashville MTA's sole discretion, as soon as possible, but in all cases within fifteen (15) days of Contractor's receipt of written notice of said errors, deficiencies or unacceptable Construction Services. For the Warranty Period, as defined below, Contractor's obligation shall be to replace, resolve or correct, at Contractor's own expense, any defects in the Construction Services.

39.1. Warranty Period is defined as a period of _____ [year(s)] beginning on the date of Final Payment, continuing until Contractor has remedied all problems of which Contractor was notified prior to expiration of the warranty period ("**Warranty Period**"). All manufacturer and subcontractors' warranties along with supporting documentation thereof shall be delivered to Nashville MTA.

39.2. If during the Term and applicable Warranty Period any Construction Services do not operate in all material respects as specified in the Contract, Nashville MTA shall be entitled to terminate this Contract for Default in accordance with the terms and conditions of this Contract and shall be entitled to remedies set forth in **Section 22** including, but not limited to, a full refund for any such defective Construction Services.

39.3. Contractor warrants to Nashville MTA that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by the Contract, that the Project will be free from defects not inherent in the quality required or permitted, and that the Project will conform to the requirements of the Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by Design Representative, Contractor shall furnish satisfactory evidence as to the kind and quality of material and equipment.

39.4. Any rights and responsibilities of the parties in this **Section 39** shall survive any termination of the Contract.

40. DOCUMENTS AND SAMPLES AT THE SITE

40.0. Contractor shall maintain at the site for Nashville MTA one copy of the Project drawings, specifications, addenda, Change Orders and other modifications, in good order and marked currently to record field changes and selections made during construction, and one set record copy of approved Shop Drawings, Product Data, Samples, all as defined herein, and similar submittals required by the Contract Documents (collectively, the “**Submittals**”). The Submittals shall also be available to the Design Representative and Project Manager and be delivered to Nashville MTA upon Final Completion.

40.1. “**Shop Drawings**” are drawings, diagrams, schedules and other data specially prepared for the Project by Contractor, or Contractor’s Agents to illustrate some portion of the Project.

40.2. “**Product Data**” are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate materials or equipment for some portion of the Project.

40.3. “**Samples**” are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Project will be judged.

40.4. The purpose of the Submittals is to demonstrate the way by which Contractor proposes to conform both to the information given and to the design concept expressed in the Contract Documents.

40.5. Contractor shall review the Submittals for compliance with the Contract Documents. If the Submittals are compliant with the Contract Documents, Contractor shall, with reasonable promptness, and in such sequence as to not delay the Construction Services, the activities of Nashville MTA or of separate contractors, approve and submit the Submittals to the Design Representative. The Submittals which the Contractor has not marked as reviewed for compliance with the Contract Documents or approved by Contractor may be returned to Contractor by the Design Representative without action.

40.6. By approving and submitting the Submittals to Design Representative, Contractor represents that Contractor has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within such Submittals with the requirements of the Project and of the Contract Documents.

40.7. Contractor shall perform no portion of the Project for which the Contract Documents require submittal and review of the Submittals until the respective Submittals have been approved by Design Representative.

41. PARTIAL OCCUPANCY OR USE

41.0. Nashville MTA may occupy or use any completed or partially completed portion of the Project at any stage when such portion is designated by separate written agreement with Contractor, provided such occupancy or use is approved by the authorized public authorities having jurisdiction over the Project (“**Partial Occupancy or Use**”) and the authorized representatives of Nashville MTA, including the Design Representative.

42. USE OF SITE

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

43. CLEANING UP

43.0. Contractor shall keep the site premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At Final Completion, Contractor shall remove from and about the Project waste materials, rubbish, the Contractor’s tools, construction equipment, machinery and surplus materials.

43.1. If Contractor fails to clean up as provided in the Contract Documents, Nashville MTA may do so and the cost thereof shall be charged to Contractor, which cost shall be due and payable to Nashville MTA upon demand or may be deducted from the Final Payment.

44. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS

44.0. All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F and the FTA contract clauses in the ITB are incorporated by reference. Unless otherwise modified in this Contract, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Nashville MTA request that if not complied with would cause the parties 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 Nashville MTA 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 Default of this Contract.

44.1. Contractor represents and warrants that the Construction Services and documentation related thereto shall not be disclosed to any foreign national firm, or country, nor shall be exported from the United States without first complying with all the requirements of the International Traffic in Arms Regulations and the Export Administration Act, including the requirement for obtaining an export license, if applicable. Contractor shall fully indemnify and hold harmless, to the fullest extent permitted by law, Nashville MTA for any breach of this representation.

45. NONCONFORMING WASTE

45.1 Agency will label its Industrial Waste Material (as defined in page 12 of the ITB) on the Material Safety Data Sheet (MSDA) currently in use by the parties and take reasonable steps to properly manage its waste so that Agency does not give Contractor material that is not Industrial Waste Material ("Nonconforming Waste"). In the event Nonconforming Waste is given to Contractor by Agency and such Nonconforming Waste contaminates other waste for disposal or Contractor's equipment, Agency shall pay Contractor up to \$2,500.00 for reasonable costs associated with the equipment decontamination and disposal of the Nonconforming Waste.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the date and year first above written.

Nashville MTA

[CONTRACTOR'S NAME]

Stephan G. Bland, CEO

Signature of Authority

Date

By: _____

Title: _____

EXHIBIT A

FEDERAL CLAUSES

1 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on Contractor to the extent the US Government deems appropriate.
- b) If Contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on Contractor, to the extent the US Government deems appropriate.
- c) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

- a) Where the purchaser is not a State but a local government and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 18.36(i), Contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and Contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any CTO contractor, access to Contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
- b) Where the purchaser is a State and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any CTO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a) 1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- c) Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 19.48, Contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- d) Where a purchaser which is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive process, Contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- e) Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- f) Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i) (11)

FTA does not require the inclusion of these requirements in subcontracts.

4. FEDERAL CHANGES

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

5. TERMINATION

- a) Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.
- b) Termination for Default [Breach or Cause] (General Provision) If Contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

- c) Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient 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 the recipient 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 the recipient elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the

recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

- e) Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice or termination on Contractor. The notice shall state whether termination is for convenience of the recipient or for default of Contractor. If termination is for default, the notice shall state the manner in which Contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to Contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to Contractor. If termination is for the recipient's convenience, Contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of Contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

6. CIVIL RIGHTS REQUIREMENTS

- a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.
- b) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
- c) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, Contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action

shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor shall comply with any implementing requirements FTA may issue.

- d) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, Contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.
- e) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, Contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.
- f) Veterans Preference - As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Agency and its 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.

Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

7. SPECIAL DOL EEO CONSTRUCTION PROJECTS

Equal Employment Opportunity Requirements for Construction Activities - For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Recipient agrees to comply and assures the compliance of each third party contractor at any tier or sub recipient at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.

8. DISADVANTAGED BUSINESS ENTERPRISE

- a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial

Assistance Programs. The Agency's overall goal for DBE participation is 14%. A separate contract goal of ___% DBE participation has been established for this procurement.

- b) The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. 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 Nashville MTA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c) Bidders are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying the sealed bid:
 - 1. The names and addresses of DBE firms that will participate in this contract;
 - 2. A description of the work each DBE will perform;
 - 3. The dollar amount of the participation of each DBE firm participating;
 - 4. Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
 - 5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
 - 6. If the contract goal is not met, evidence of good faith efforts to do so.
 - i. Bidders must present the information required above with initial bids (see 49 CFR 26.53(3)).
- d) The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Nashville MTA. In addition, the Contractor may not hold retainage from its subcontractors.
- e) The Contractor must promptly notify Nashville MTA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Nashville MTA.

9. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated 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 request that would cause the recipient to be in violation of FTA terms and conditions.

10. GOVERNMENT WIDE DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid, the bidder or applicant certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or applicant knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or applicant 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 applicant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. BUY AMERICA

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless 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 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 70 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

12. BREACHES AND DISPUTE RESOLUTION

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Contractor mails or otherwise

furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon Contractor and Contractor shall abide by the decision.

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

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

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

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the recipient or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

13. LOBBYING

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

14. CLEAN AIR

- a) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

- b) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

15. CLEAN WATER

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance

16. CARGO PREFERENCE

Use of United States-Flag Vessels - The Contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel

17. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

18. DAVIS BACON ACT

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or

development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof (see Special Provisions - Davis Bacon Act Compliance), regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Agency shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Agency shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4. With respect to helpers as defined in 29 CFR 5.2(n) (4), such a classification prevails in the area in which the work is performed.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Agency agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Agency to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so

advise the Agency or will notify the Agency within the 30-day period that additional time is necessary.

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The Agency shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Agency shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Agency agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Agency to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Agency or will notify the Agency within the 30-day period that additional time is necessary.

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The Nashville MTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Nashville MTA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable

programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Agency for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
2. (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually

registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the

applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

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

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

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

19. CONTRACT WORK HOURS AND SAFETY

- a) Overtime Requirements: No Sub-recipient or subcontractor contracting for any part of the Contract work that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation no less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week.
- b) Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5, the Sub-recipient and any subcontractor responsible thereof shall be liable for the unpaid wages. In addition, such Sub-recipient and subcontractor shall be liable to the United States (in the case of work done under Contract for the District of Columbia or a territory, to such district or such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5.
- c) Withholding for Unpaid Wages and Liquidated Damages: DOT, FTA, or RTC shall upon their own action or upon written request of an authorized representative of the Department of Labor withhold, or cause to be withheld, from any monies payable on account of work performed by the Sub-recipient or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR Section 5.5.
- d) Subcontractor: The bidder or subcontractor shall insert in any subcontracts the clauses set forth in the above paragraphs under the heading of Labor Provisions and shall also require subcontractor to include these clauses in any lower tier subcontracts. The prime Sub-recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in the paragraphs of this section.
- e) The requirements of the clauses contained in 29 CFR Part 5.5 (b) or (a) through (d) above are applicable to any Contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR Part 5.1. The Sub-recipient or subcontractor 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 employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Sub-recipient or the subcontractor for inspection, copying, or transcription by

authorized representatives of DOT, the Department of Labor, FTA, or RTC. The Sub-recipient or subcontractor will permit such representatives to interview employees during working hours on the job.

20. COPELAND ANTI-KICKBACK ACT

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Agency shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Agency shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in

which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Agency agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Agency to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Agency or will notify the Agency within the 30-day period that additional time is necessary.

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The Agency shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Agency shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Agency agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Agency to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Agency or will notify the Agency within the 30-day period that additional time is necessary.

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic

include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Agency for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
2. (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview

employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for

the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

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

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

(10) Certification of eligibility - (i) By entering into this contract, the Contractor certifies that neither it (nor

he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

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

21. BONDING

Bid Bond Requirements

1. Bid Security

A Bid Bond in the amount of **five percent (5%)** of the bid amount must be issued by a fully qualified surety company acceptable to Agency and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

2. Rights Reserved

In submitting this bid, it is understood and agreed by bidder that the right is reserved by Agency to reject any and all bids, or part of any bid, and it is agreed that the bid may not be withdrawn for a period of ninety (90) days subsequent to the opening of bids, without the written consent of Agency.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within ninety (90) days after the bid opening without the written consent of Agency, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of Agency's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by Agency as provided in "Bid Security" of the Instructions to Bidders) shall prove inadequate to fully recompense Agency for the damages occasioned by default, then the undersigned bidder agrees to indemnify Agency and pay over to Agency the difference between the bid security and Agency's total damages, so as to make Agency whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested; will render the bid unresponsive.

Performance and Payment Bond Requirements

The Contractor shall be required to obtain performance and payment bonds as follows:

a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the Agency determines that a lesser amount would be adequate for the protection of the Agency.
2. The Agency may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

b) Payment bonds

1. The penal amount of the payment bonds shall equal:
 - i. Fifty percent of the contract price if the contract price is not more than \$1 million.
 - ii. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - iii. Two and one half million if the contract price is more than \$5 million.
2. If the original contract price is \$5 million or less, the Agency may require additional protection as required by subparagraph 1 if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The Agency shall determine the amount of the advance payment bond necessary to protect the Agency.

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The Agency shall determine the amount of the patent indemnity to protect the Agency.

Warranty of the Work and Maintenance Bonds

- a) The Contractor warrants to Agency, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by Agency, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the Project Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- b) The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial, and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by Agency and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to Agency. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to Agency written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

22. SEISMIC SAFETY

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

23. 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.

24. RECYCLED PRODUCTS

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

25. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

National Intelligent Transportation Systems Architecture and Standards:

To the extent applicable, Contractor agrees to conform, and assure its subcontractors' conformity, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue later, except to extent FTA determines otherwise in writing.

26. ADA ACCESS REQUIREMENTS

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. 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.

27. NOTIFICATION OF FEDERAL PARTICIPATION FOR STATES

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

End of Text on this Page

EXHIBIT B

Tennessee State Clauses

State of Tennessee, Department of Transportation Governmental Grant Contract Clauses

- A.1. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- A.2. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally 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 contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee 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 and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- A.3. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- A.4. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- A.5. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement. "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- A.6. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

APPENDIX A

DAVIS BACON RATES

**NOTICE TO BIDDERS: DAVIS BACON RATES ARE PROVIDED FOR
INFORMATION PURPOSES ONLY**

BIDDER IS RESPONSIBLE FOR VERIFYING DAVIS BACON RATES BY USING:

<https://sam.gov/content/home> - WAGE DETERMINATIONS

**CONTRACTOR MUST PAY APPLICABLE DAVIS BACON RATES THROUGHOUT
THE TERM OF THE CONTRACT; CONTRACTOR IS ADVISED THAT RATES MAY
CHANGE DURING THE CONTRACT TERM.**

Superseded General Decision Number: TN20220178

State: Tennessee

Construction Type: Building
BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories)

County: Davidson County in Tennessee.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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	01/13/2023
2	04/21/2023
3	05/12/2023

* ASBE0086-002 03/01/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 35.27	17.72

ELEV0093-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 48.42	37.335+a+b

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

IRON0492-002 05/01/2022

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 31.15	15.66
IRONWORKER, REINFORCING.....	\$ 31.15	15.66
IRONWORKER, STRUCTURAL.....	\$ 31.15	15.66

PLUM0572-001 05/01/2022

	Rates	Fringes
PLUMBER.....	\$ 38.75	18.05

SHEE0004-009 01/01/2023

	Rates	Fringes
SHEET METAL WORKER (Excludes HVAC Duct Installation).....	\$ 33.43	16.17

SHEE0177-008 05/01/2022

	Rates	Fringes
Sheet metal worker (HVAC Duct Installation Only).....	\$ 31.19	15.46

* SUTN2017-031 04/16/2021

	Rates	Fringes
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BRICKLAYER.....	\$ 20.00	0.00
CARPENTER (Drywall Hanging Only).....	\$ 18.32	0.00
CARPENTER, Excludes Drywall Hanging.....	\$ 22.07	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 22.79	0.00
ELECTRICIAN.....	\$ 22.53	8.00
GLAZIER.....	\$ 16.00 **	1.11
HVAC MECHANIC (Installation of HVAC Unit Only).....	\$ 18.00	0.79
LABORER DEMOLITION.....	\$ 16.74	0.00
LABORER GRADE CHECKER.....	\$ 13.01 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 16.12 **	0.00
LABORER: Common or General.....	\$ 12.38 **	0.00
LABORER: Mason Tender - Brick...	\$ 13.54 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 15.97 **	0.00
LABORER: Pipelayer.....	\$ 14.99 **	2.41
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 24.50	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 16.84	0.00
OPERATOR: Bulldozer.....	\$ 28.19	9.65
OPERATOR: Crane.....	\$ 26.50	2.81
OPERATOR: Drill.....	\$ 26.50	4.09
OPERATOR: Forklift.....	\$ 15.00 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.70 **	0.00
OPERATOR: Roller.....	\$ 14.35 **	0.00
PAINTER (Brush and Roller).....	\$ 14.30 **	0.00
PIPEFITTER.....	\$ 29.54	12.41
ROOFER.....	\$ 17.00	0.00
SPRINKLER FITTER (Fire Sprinklers).....	\$ 20.87	9.81
TILE FINISHER.....	\$ 14.00 **	0.00

TILE SETTER.....	\$ 19.65	0.00
TRUCK DRIVER: Dump Truck.....	\$ 15.28 **	0.00

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour 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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END OF GENERAL DECISIO"

EXHIBIT C
INSURANCE REQUIREMENTS
AND CERTIFICATE OF INSURANCE

1. GENERAL CONSIDERATIONS

Contractor agrees to the indemnity obligations set forth in the Contract Documents. Nashville MTA reserves the right to participate in the defense of any claim or action that is brought against Nashville MTA as set forth in **Section 20**.

To insure compliance with Nashville MTA’s requirements, Nashville MTA requires each Contractor to carry adequate insurance coverage with a company or companies acceptable to said Nashville MTA.

2. INSURANCE REQUIREMENTS

A. **MINIMUM LIMITS OF COVERAGE** – Coverage shall be at least to the following minimum limits if checked as provided herein. If Contractor has or obtains primary and umbrella excess policies, there shall be no gap between such policies.

GENERAL LIABILITY

(a) **Comprehensive General Liability**

Bodily Injury	\$1,000,000	Ea. Occurrence
	\$1,000,000	Aggregate Per Project
Property Damage	\$1,000,000	Ea. Occurrence
	\$1,000,000	Aggregate Per Project
(or) Combined Single Limit	\$1,000,000	Per Occurrence Per Project

- (b) Premises and Operations Liability same limits as in (a) above.
- (c) Products and Completed Operations Liability same limits as in (a) above.
- (d) Contractual Liability same limits as in (a) above.

AUTOMOBILE LIABILITY

- (e) Comprehensive Automobile Liability (all owned, hired and non-owned)

Bodily Injury	\$1,000,000	Ea. Person
	\$1,000,000	Ea. Occurrence
Property Damage	\$1,000,000	Ea. Occurrence
	\$1,000,000	Aggregate
(or) Combined Single Limit	\$1,000,000	Per Occurrence

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY

- (f) Worker’s Compensation Statutory Amount
 (including compliance with the
 Jones Act and Longshoremen’s and
 Harbor Worker’s Act as applicable)

Employer’s Liability	\$100,000	Ea. Occurrence
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- (g) Builder’s Risk Insurance \$(Value of Structure)

(h) Other Insurance

\$(As Required)

B. Check if Required:

GENERAL LIABILITY

(x) a. Comprehensive (Commercial) General Liability:

Contractor shall have and maintain such Bodily Injury Liability Insurance and Property Damage Liability Insurance as shall protect Contractor from Claims for Bodily Injury and Property Damage arising from Contractor's Construction Services under the Contract, whether such operations are conducted by Contractor or Contractor's Agents. The Bodily Injury Liability Insurance shall pay on behalf of the Insured, or Additional Insured, as applicable, all sums up to the limits provided by the policy which the Insured, or Additional Insured, as applicable, shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by a person other than an employee of Contractor and caused by any occurrence. The Property Damage Liability Insurance shall pay on behalf of the of the Insured, or Additional Insured, as applicable, all sums up to the limits provided by the policy which the Insured, or Additional Insured, as applicable, shall become legally obligated to pay as damages because of injury to, or destruction of property, including the loss of use thereof, caused by any occurrence.

() This policy shall cover liability for damage to property caused by blasting or explosion or collapse, or structural injury to any building or structure, or damage to any property below the surface of the ground (Explosion, Collapse and Underground Damage) as applicable.

() b. Premises and Operations Liability:

Contractor shall have and maintain such Premises and Operations Liability Insurance as shall protect Contractor, Nashville MTA and the Covered Entities from liability resulting from the operations under the Contract by Contractor.

c. Products and Completed Operations Liability

Contractor shall provide such Products and Completed Operations Insurance as shall protect Contractor, Nashville MTA and the Covered Entities from liability arising out of the Contract and including those products involved in the work for which Contractor is responsible.

d. Broad Form Contractual Liability:

Contractor shall have and maintain such Contractual Liability Insurance as shall protect Contractor from liability resulting from the execution of the Contract by Contractor. If coverage is not provided on the blanket form basis, a copy of the policy or endorsement providing coverage for contractual liability assumed by Contractor under its Contract with Nashville MTA must be attached to the Certificate of Insurance.

AUTOMOBILE LIABILITY

e. Comprehensive (Business) Automobile Liability (all owned, hired and non-owned): Contractor shall have and maintain such Comprehensive (Business) Automobile Liability (all owned, hired, and non-owned) Insurance as shall protect Contractor, and the Covered Entities for Claims arising out of the ownership, operation, maintenance and use of land motor vehicles and trailers intended for use therewith.

WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY

f. Contractor shall have and maintain Worker's Compensation Insurance conforming with the requirements of the laws of Tennessee and (if the box is checked) the Jones Act and the Longshoremen's and Harbor Workers' Compensation Act . In case of any employee or employees are not covered by such laws of Tennessee of the Jones Act or the Longshoremen's and Harbor Workers Compensation Act, Contractor shall provide Employers' Liability coverage for the protection of such employee or employees.

BUILDERS' RISK INSURANCE

(x) g. Builders' Risk Insurance

Contractor shall have and maintain such Property Insurance upon Contractor's entire work at the site to the completed value thereof. This insurance shall protect the Covered Entities as their interest may appear in the Construction Services and shall insure against the perils of fire and extended coverage, and shall include "all risk" insurance for the physical loss or damage including without duplication of coverage, theft, vandalism and malicious mischief. All Risk Insurance may contain the normal exclusions such as, but not limited to, flood, earthquake, mysterious disappearance, inherent vice, war and nuclear. If Nashville MTA requires coverage for flood or earthquake, specific requirements concerning same are set out hereafter in these specifications. If the Property Insurance contains a co-insurance provision, Contractor shall be responsible for the amount of insurance satisfying the co-insurance amount so as to make the co-insurance clause inoperable. If not covered otherwise, Contractor shall have and maintain during the life of the Contract similar Property Insurance on portions of the work stored off the site or in transit when such portions of the work are to be included in any payment. The Covered Entities, in addition to being Additional Insureds as required above, shall be loss payees.

() h. Other Insurance:

C. ADDITIONAL INSURANCE REQUIREMENTS:

1. The Certificate of Certificates of Insurance shall contain the following provision, to-wit:

The coverage provided shall not be canceled, reduced in coverage, or allowed to lapse unless and until Nashville MTA receives at least thirty (30) calendar days' advance written notice of same. Said written notice must be delivered to the Contracting Officer and the Director, Insurance and Safety Division, at his office shown as the address of the Certificate Holder below.

2. () If this box is checked, each of the said policies set out above may contain a deductible feature not in excess of \$ _____ per occurrence. If a deductible feature is provided in a policy or policies, Contractor shall be liable for said amount of any claim or loss.

3. During the performance and up to the date of Final Payment, Contractor must effect and maintain insurance hereafter checked as required. The insurance policies in the amounts set forth below shall be primary policies and the insurance companies shall be licensed to do business in Tennessee. Any excess over one million dollars (\$1,000,000) policy may be with either a licensed or non-admitted company provided the non-admitted company is: (1) listed as approved to do business in Tennessee by the Tennessee Department of Insurance, (2) has a Best financial rating of A minus or better, with a policyholder surplus of Roman Numeral X or better, and (3) otherwise acceptable to Nashville MTA.
4. All Comprehensive General Liability policies, Comprehensive Automobile Liability policies and Property Damage policies shall be endorsed to include Nashville MTA and the Covered Entities, defined in **Section 20** of the Contract, as Additional Insureds and this shall be noted on the Certificates of Insurance.
5. All policies must be of the standard form of coverage as filed with and approved by the Commissioner of Insurance for the State of Tennessee or otherwise authorized. Contractor shall not commence work under the Contract until it has obtained all insurance coverages required under this Contract and such insurance has been approved in writing by Nashville MTA.
6. Contractor is required to cover its Contracting Agents, including its subcontractors, with Comprehensive (Commercial) General Liability insurance.
7. The limit "Ea. Person" is the monetary limit applied to each person injured in a given occurrence. The limit "Ea. Occur" is the limit of the total liability for Claims, subject to the limit for "Ea. Person," from one common cause. The word "Aggregate" is the limit of the total liability for all damage of the specified coverage for each annual term of the insurance policy.
8. Contractor is required to have a CERTIFICATE of INSURANCE properly executed by an insurance company or insurance companies authorized to do business in the State of Tennessee.

APPENDIX B
DRAWINGS AND SPECIFICATIONS

MTA BACKFLOW PREVENTER RELOCATION

130 NESTOR STREET
NASHVILLE, TN 37210

SSR PROJECT NUMBER: 22420520
100% CONSTRUCTION DOCUMENTS
07/15/2022

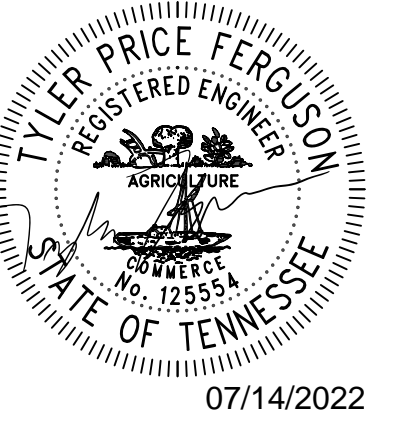


PROJECT CONSISTS OF A RELOCATION OF THE FIRE MAIN BACKFLOW PREVENTER & UNOCCUPIED HEATED ENCLOSURES. OCCUPIED BUILDINGS ARE NOT PART OF PROJECT.

APPLICABLE BUILDING CODES

- 2018 INTERNATIONAL BUILDING CODE WITH LOCAL AMENDMENTS
- 2018 INTERNATIONAL PLUMBING CODE WITH LOCAL AMENDMENTS
- 2017 NATIONAL ELECTRICAL CODE WITH LOCAL AMENDMENTS
- 2018 LIFE SAFETY CODE (NFPA 101 AND NFPA 1) WITH LOCAL AMENDMENTS
- 2016 NFPA 13

SHEET INDEX	
NUMBER	SHEET NAME
G000	COVER SHEET
E000	ELECTRICAL SCHEDULES, LEGENDS, AND NOTES
E001	ELECTRICAL SPECIFICATIONS
E101	ELECTRICAL PLAN
FP000	FIRE PROTECTION LEGENDS, NOTES, SPECIFICATIONS, AND INDEX
FP101	FIRE PROTECTION PLAN
FP501	FIRE PROTECTION DETAILS

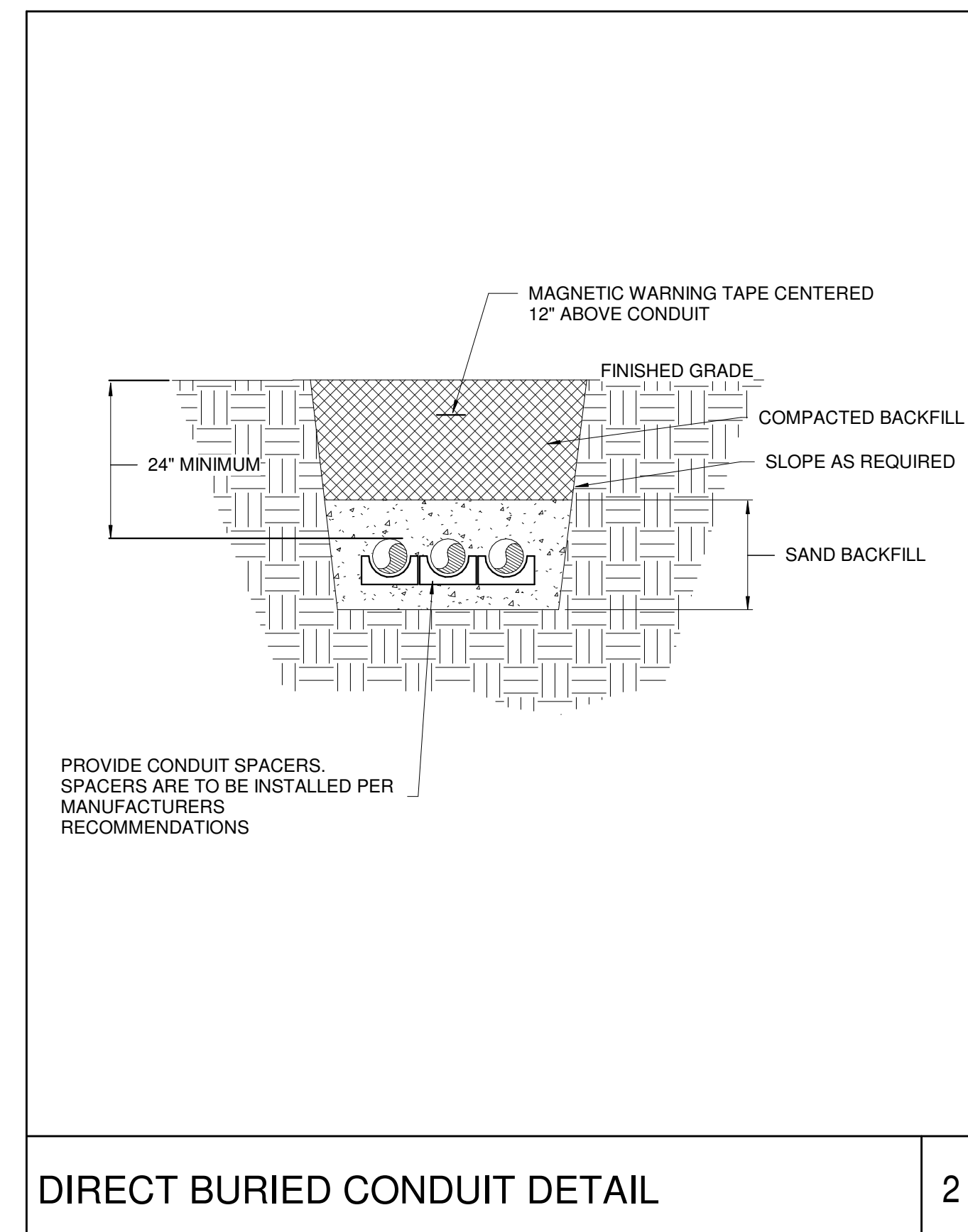


REVISION	DESCRIPTION
REV	DATE

LEGEND (NOT ALL SYMBOLS MAY BE USED)	
SYMBOL	DESCRIPTION
ABBREVIATIONS	
AFF	ABOVE FINISHED FLOOR
WP	WEATHERPROOF
CIRCUITS AND RACEWAYS	
	BRANCH CIRCUIT OR RACEWAY BELOW OR IN FLOOR SLAB OR BELOW GRADE

LEGEND (NOT ALL SYMBOLS MAY BE USED)	
SYMBOL	DESCRIPTION
SWITCHES AND LIGHTING CONTROLS	
S	SINGLE POLE SWITCH
S ₂	DOUBLE POLE, SINGLE THROW SWITCH
S ₃	THREE-WAY SWITCH
S ₄	FOUR-WAY SWITCH
	PHOTOCELL - CEILING / WALL MOUNT
MISCELLANEOUS	
	NON-FUSIBLE SAFETY SWITCH, SIZE AS NOTED (AMP RATING/POLES/NEMA RATING)
	FUSIBLE SAFETY SWITCH, SIZE AS NOTED (AMP RATING/POLES/FUSE SIZE/NEMA RATING)
	COMBINATION MOTOR STARTER/SAFETY SWITCH
	FACTORY WIRED CONTROLLER OR EQUIPMENT
	MOTOR CONNECTION
	VARIABLE FREQUENCY DRIVE
	JUNCTION BOX
	PANELBOARD
	SPECIALTY EQUIPMENT TAG
	MECHANICAL EQUIPMENT TAG
	SECURITY SYSTEM CONTROL PANEL
	DOOR SWITCH MOUNTED IN DOOR JAMB

LEGEND (NOT ALL SYMBOLS MAY BE USED)	
SYMBOL	DESCRIPTION
LIGHTING	
	LIGHTING FIXTURE ANNOTATIONS (LOCATION OF DESIGNATORS MAY VARY) FIXTURE TYPE: XX CIRCUIT NUMBER: 1 CONTROL DESIGNATION: x
	SURFACE, SUSPENDED, OR RECESSED LUMINAIRES (TYPE DETERMINES MOUNTING)
	RECESSED OR SURFACE DOWNLIGHT LUMINAIRE
	PENDANT MOUNTED LUMINAIRE
	WALL WASH LUMINAIRE
	WALL MOUNTED LUMINAIRES
	NO SHADING INDICATES CONNECTION TO NORMAL BRANCH CIRCUIT
	SHADING INDICATES CONNECTION TO EMERGENCY BATTERY BACKUP
	ILLUMINATED EXIT SIGNS, PROVIDE DIRECTIONAL ARROWS AND MOUNTING AS INDICATED ON PLANS
	BATTERY POWERED EMERGENCY LIGHT
	TRACK LIGHTING
	POLE MOUNTED SITE LIGHTING LUMINAIRES
	GROUND OR POLE MOUNTED FLOODLIGHT
	FAA SPECIALTY LIGHTING (TYPE DETERMINES MOUNTING)
RECEPTACLES	
	DUPLEX RECEPTACLE - STANDARD MOUNTING HEIGHT ¹¹ = CIRCUIT NUMBER (TYPICAL) XX = RECEPTACLE DESIGNATOR (TYPICAL)
	DUPLEX RECEPTACLE - ABOVE COUNTER OR SPECIAL MOUNTING HEIGHT
	DOUBLE-DUPLEX RECEPTACLE
	DOUBLE-DUPLEX RECEPTACLE - ABOVE COUNTER OR SPECIAL MOUNTING HEIGHT
	DUPLEX GFCI RECEPTACLE
	SPECIAL CONFIGURATION RECEPTACLE (TYPE AS NOTED)
	FLOOR MOUNTED RECEPTACLE



DEMOLITION NOTES	
A.	ALL WORK SHOWN IS THE RESULT OF LIMITED FIELD INVESTIGATION AND EXISTING ORIGINAL PLANS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE AND INFORM THE ENGINEER OF ANY DISCREPANCIES PRIOR TO BIDDING.
B.	IF ALL DEVICES/LIGHT FIXTURES ON A CIRCUIT ARE REMOVED, REMOVE CONDUCTORS AND RACEWAY BACK TO PANEL UNLESS OTHERWISE NOTED. IF ALL DEVICES ARE NOT REMOVED, CONNECT REMAINING DEVICES BACK TO ORIGINAL CIRCUIT.
C.	CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS BEFORE WORK BEGINS. CONTRACTOR SHALL VISIT THE JOB SITE PRIOR TO BEGINNING WORK AND REVIEW ALL AREAS CONCERNED WITH THIS PROJECT. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INFORM THE DESIGNER OF ANY DISCREPANCY IN THE CONTRACT DOCUMENTS INDICATING ANY ADDITIONAL WORK REQUIRED TO BE PERFORMED WITH EXPLANATION OF WORK.
D.	IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO SCHEDULE ALL DEMOLITION WORK WITH THE OWNER WELL IN ADVANCE. WORK SHALL BE PERFORMED AT SUCH TIMES AND UNDER SUCH CONDITIONS AS SUITS THE OWNER. COORDINATE ELECTRICAL SYSTEMS OPERATION INTERRUPTIONS WITH BUILDING OPERATIONS PERSONNEL. DEMOLITION SHALL BE STAGED TO MAINTAIN DOWNTIME AT AN ABSOLUTE MINIMUM.
E.	PATCH HOLES LEFT IN WALLS AND FLOORS AFTER REMOVAL OF EXISTING PIPING, CONDUIT, ETC., TO MATCH NEW OR EXISTING CONSTRUCTION AND FIRE RATING.
F.	CONTRACTOR SHALL SUBMIT A COMPLETE LIST OF EQUIPMENT AND ITEMS TO BE REMOVED TO THE OWNER. ALL ITEMS THAT THE OWNER WISHES TO RETAIN SHALL BE PLACED IN STORAGE AND THE REMAINDER SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
G.	REMOVE ALL JUNCTION BOXES, CONDUIT, PIPE HANGERS, STRAPS OR THE WIRES ANCHORED IN CONCRETE SLAB ABOVE CEILING THAT ARE NO LONGER IN USE.
H.	EXISTING SERVICES INDICATED ON THESE DRAWINGS WERE DERIVED FROM EXISTING DRAWINGS AND LIMITED FIELD OBSERVATIONS. THESE DRAWINGS ARE NOT ALL INCLUSIVE OF SERVICES THAT EXIST IN THE PROJECT AREA. CONTRACTOR SHALL VERIFY SERVICES, LOCATION, TYPE, AND SIZES PRIOR TO ANY CONSTRUCTION. ANY DEVIATIONS IMPACTING WORK SHOWN ON THESE DOCUMENTS SHALL BE REPORTED TO THE DESIGNER FOR COORDINATION PRIOR TO DEMOLITION.
I.	COORDINATE WITH FIRE PROTECTION DRAWINGS FOR ELECTRICAL DEMOLITION REQUIREMENTS.

SHEET INDEX - ELECTRICAL	
NUMBER	SHEET NAME
E000	ELECTRICAL SCHEDULES, LEGENDS, AND NOTES
E001	ELECTRICAL SPECIFICATIONS
E101	ELECTRICAL PLAN

Nashville Metropolitan Transit Authority
MTA Nestor Backflow Preventer Relocation
130 Nestor Street
Nashville, TN 37210

DRAWN BY	CJO
DESIGNED BY	TPF
CHECKED BY	OWG

SHEET TITLE

ELECTRICAL SCHEDULES, LEGENDS, AND NOTES

DATE

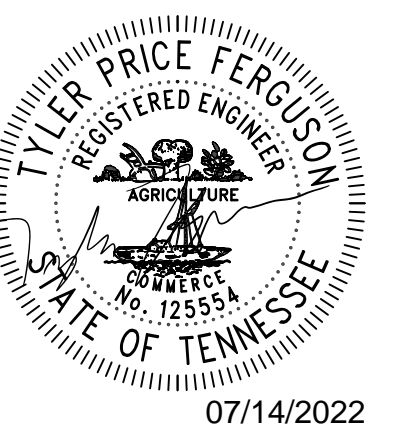
7/15/2022

PROJECT STATUS

CONSTRUCTION DOCUMENTS

SHEET NUMBER

E000



REV	DATE	DESCRIPTION

GENERAL ELECTRICAL NOTES - 260500

- INSTALL EQUIPMENT IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATION. WHERE CONFLICTS OCCUR BETWEEN CONTRACT DOCUMENTS AND THESE RECOMMENDATIONS, REQUEST A RULING FROM ENGINEER BEFORE PROCEEDING WITH SUCH WORK.
- VISIT SITE AND OBSERVE CONDITIONS UNDER WHICH WORK MUST BE PERFORMED. NO SUBSEQUENT ALLOWANCE WILL BE MADE BECAUSE OF ERROR OR FAILURE TO OBTAIN NECESSARY INFORMATION TO COMPLETELY ESTIMATE AND PERFORM WORK REQUIRED BY THESE DOCUMENTS.
- HOLES CUT THROUGH WALLS SHALL BE DRILLED OR CUT WITH TOOLS DESIGNED FOR THE PURPOSE. ALL OPENINGS, SLEEVES AND HOLES IN WALLS THAT EXTEND TO UNDERSIDE OF FLOOR ABOVE SHALL BE PROPERLY SEALED AND FIRE PROOFED.
- FURNISH ALL LABOR, MATERIALS AND INSTRUMENTS FOR REQUIRED TESTS. ALL AMPERE READINGS SHALL BE MADE WITH A TRUE RMS READING METER.
- PROVIDE THE OWNER TEST REPORTS, OPERATIONS AND MAINTENANCE MANUALS, AND WARRANTY CERTIFICATES AT THE CLOSE OF THE PROJECT. TESTS TO INCLUDE INSULATION RESISTANCE.
- CONTRACTOR SHALL SUBMIT AND PAY ALL FEES ASSOCIATED WITH OBTAINING CODE REQUIRED PERMITS. PERMIT FEES ARE CONSIDERED INCIDENTAL TO THE WORK AND ARE NOT REIMBURSABLE.
- ELECTRICAL INSTALLATION SHALL BE IN ACCORDANCE WITH NFPA 70.
- ON COMPLETION OF WORK, INSTALLATION SHALL BE COMPLETELY OPERATIONAL AND ENTIRELY FREE FROM GROUNDS, SHORT CIRCUITS, AND OPEN CIRCUITS. PERFORM OPERATIONAL TESTS AS REQUIRED TO DEMONSTRATE SUBSTANTIAL COMPLETION OF THE WORK. BALANCE CIRCUITS SO THAT FEEDERS TO PANELS ARE NOT MORE THAN 10% OUT OF BALANCE BETWEEN PHASES WITH ALL AVAILABLE LOAD ENERGIZED AND OPERATING. FURNISH ALL LABOR, MATERIALS, AND INSTRUMENTS FOR ABOVE TESTS. ALL AMPERE READINGS SHALL BE MADE WITH A TRUE RMS READING METER.
- PERFORM MEGGER TESTS OF ALL SERVICE ENTRANCE CIRCUITS, FEEDER AND BRANCH CIRCUITS SIZE #4 AWG AND LARGER. PROVIDE A TYPE WRITTEN REPORT OF ALL SUCH MEGGER TEST RESULTS.
- FURNISH THE ENGINEER A COPY OF TEST REPORTS AND REQUIRED CERTIFICATION INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
SERVICE GROUND RESISTANCE TEST
GENERATOR FULL LOAD PER NFPA 110 AND COMPLETE OPERATIONAL TEST
POWER SYSTEM ANALYSIS REPORT
THESE TESTS AND REPORTS TO BE COMPLETED BY A CERTIFIED THIRD PARTY. CONTRACTOR TO COORDINATE ACCORDINGLY.
- TEST GROUNDING SYSTEM RESISTANCE ACCORDING TO IEEE 81 USING 'FALL-OF-POTENTIAL' METHOD. RESISTANCE TO BE NOT GREATER THAN 25 OHMS TO GROUND. PERFORM GROUND ELECTRODE RESISTANCE TESTS UNDER NORMALLY DRY CONDITIONS. PRECIPITATION WITHIN THE PREVIOUS 48 HOURS DOES NOT CONSTITUTE NORMALLY DRY CONDITIONS. SUBMIT DETAILED REPORTS INDICATING INSPECTION AND TESTING RESULTS AND CORRECTIVE ACTIONS TAKEN.

LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES - 260519

- PROVIDE SINGLE CONDUCTOR BUILDING WIRE INSTALLED IN SUITABLE RACEWAY UNLESS OTHERWISE INDICATED, PERMITTED, OR REQUIRED.
- COPPER CONDUCTORS: SOFT DRAWN ANNEALED, 98 PERCENT CONDUCTIVITY, UNCOATED COPPER CONDUCTORS COMPLYING WITH ASTM B3, ASTM B8, OR ASTM B787/B 787M UNLESS OTHERWISE INDICATED.
- ACCEPTABLE MANUFACTURERS
A. CERRO WIRE LLC
B. ENCORE WIRE CO.
C. SOUTHWIRE COMPANY
- MINIMUM CONDUCTOR SIZE
A. BRANCH CIRCUITS: #12 AWG
B. CONTROLS: #14 AWG
- CONDUCTOR STRANDING
A. SIZE #10 AWG AND SMALLER: SOLID
B. SIZE #8 AWG AND LARGER: STRANDED
- CLEAN ALL RACEWAYS TO REMOVE FOREIGN MATERIALS BEFORE INSTALLING CONDUCTORS AND CABLES. UNLESS DIMENSIONED, CIRCUIT ROUTING INDICATED IS DIAGRAMMATIC.
- CIRCUITING ADJUSTMENTS: UNLESS OTHERWISE INDICATED, WHEN BRANCH CIRCUITS ARE SHOWN AS SEPARATE, COMBINING THEM TOGETHER IN A SINGLE RACEWAY IS PERMITTED UNDER THE FOLLOWING CONDITIONS:
A. PROVIDE NO MORE THAN SIX CURRENT-CARRYING CONDUCTORS IN A SINGLE RACEWAY. DEDICATED NEUTRAL CONDUCTORS ARE CONSIDERED CURRENT-CARRYING CONDUCTORS.
B. INCREASE SIZE OF CONDUCTORS AS REQUIRED TO ACCOUNT FOR AMPACITY DERATING.
C. SIZE RACEWAYS, BOXES, ETC. TO ACCOMMODATE CONDUCTORS.
- COMMON NEUTRALS: UNLESS OTHERWISE INDICATED, SHARING OF NEUTRAL/GROUNDED CONDUCTORS TO THREE SINGLE PHASE BRANCH CIRCUITS OF DIFFERENT PHASES INSTALLED IN THE SAME RACEWAY IS NOT PERMITTED. PROVIDE DEDICATED NEUTRAL/GROUNDING CONDUCTOR FOR EACH INDIVIDUAL BRANCH CIRCUIT.
- NEATLY TRAIN AND BUNDLE CONDUCTORS INSIDE BOXES, WIREWAYS, PANELBOARDS AND OTHER EQUIPMENT ENCLOSURES.
- CONDUCTORS SHALL BE COPPER. COLOR CODE AS FOLLOWS:
208V 3-PHASE
PHASE A: BLACK
PHASE B: RED
PHASE C: BLUE
NEUTRAL: WHITE
GROUND: GREEN
- CONDUCTORS ABOVE GROUND SHALL BE THHN COPPER, 600V. CONDUCTORS UNDERGROUND SHALL BE XHHW, 600V.

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS - 260526

- INSTALL GROUNDING ELECTRODE CONDUCTORS IN RACEWAY WHERE EXPOSED TO PHYSICAL DAMAGE. BOND GROUNDING ELECTRODE CONDUCTOR TO METALLIC RACEWAYS AT EACH END WITH BONDING JUMPER. PROVIDE ADDITIONAL GROUND ELECTRODE(S) AS REQUIRED TO ACHIEVE SPECIFIED GROUNDING ELECTRODE SYSTEM RESISTANCE.
- PROVIDE BONDING FOR EQUIPMENT GROUNDING CONDUCTORS, EQUIPMENT GROUND BUSES, METALLIC EQUIPMENT ENCLOSURES, METALLIC RACEWAYS AND BOXES, DEVICE GROUNDING TERMINALS, AND OTHER NORMALLY NON-CURRENT-CARRYING CONDUCTIVE MATERIALS ENCLOSING ELECTRICAL CONDUCTORS/EQUIPMENT OR LIKELY TO BECOME ENERGIZED AS INDICATED AND IN ACCORDANCE WITH NFPA 70.
- WHERE CIRCUIT CONDUCTOR SIZES ARE INCREASED FOR VOLTAGE DROP, INCREASE SIZE OF EQUIPMENT GROUNDING CONDUCTOR PROPORTIONALLY IN ACCORDANCE WITH NFPA 70. TERMINATE BRANCH CIRCUIT EQUIPMENT GROUNDING CONDUCTORS ON SOLIDLY BONDED EQUIPMENT GROUND BUS ONLY. DO NOT TERMINATE ON NEUTRAL (GROUNDED) OR ISOLATED/INSULATED GROUND BUS.

IDENTIFICATION FOR ELECTRICAL SYSTEMS - 260519

- RED FOIL-BACKED DETECTABLE TYPE TAPE, 3 INCHES WIDE WITH MINIMUM THICKNESS OF 5 MILL, FOR DIRECT BURIED CONDUIT. TAPE SHALL INDICATE TYPE OF SERVICE REPEATEDLY OVER FULL LENGTH OF TAPE.
- IDENTIFY ELECTRICAL EQUIPMENT WITH PERMANENTLY ATTACHED PHENOLIC PLATES WITH 1/4" WHITE OR BLACK ENGRAVED LETTERING ON THE FACE OF EACH, ATTACHED WITH TWO SCREWS.
- INCLUDE THE FOLLOWING INFORMATION ON PANELBOARD IDENTIFICATION PLATES:
A. PANEL NAME
B. NAME OF SOURCE SERVING IT
C. VOLTAGE AND PHASE
- USE WIRE AND CABLE MARKERS TO IDENTIFY CIRCUIT NUMBER OR OTHER DESIGNATION INDICATED FOR POWER, CONTROL, AND INSTRUMENTATION CONDUCTORS AND CABLES AT THE FOLLOWING LOCATIONS:
A. AT EACH SURGE AND LOAD CONNECTION.
B. WITHIN BOXES WHEN MORE THAN ONE CIRCUIT IS PRESENT.
C. WITHIN EQUIPMENT ENCLOSURES WHEN CONDUCTORS AND CABLES ENTER OR LEAVE THE ENCLOSURE.
- USE WRAP - AROUND SELF-ADHESIVE VINYL CLOTH, HEAT-SHRINK SLEEVE, OR PLASTIC SLEEVE TYPE MARKERS FOR THE CONDUCTOR OR CABLE TO BE IDENTIFIED.
- INSTALL IDENTIFICATION PRODUCTS CENTERED, LEVEL, AND PARALLEL WITH LINES OF ITEM BEING IDENTIFIED.
- SECURE NAMEPLATES TO EXTERIOR SURFACES OF ENCLOSURES USING STAINLESS STEEL SCREWS.

PANELBOARDS - 262416

- ACCEPTABLE MANUFACTURERS
A. EATON CORP
B. GE COMPANY
C. SQUARE D
D. SIEMENS
- PROVIDE PANELBOARDS WITH LISTED SHORT CIRCUIT CURRENT RATING NOT LESS THAN THE AVAILABLE FAULT CURRENT AT THE INSTALLED LOCATION AS INDICATED ON THE DRAWINGS.
- PANELBOARDS USED FOR SERVICE ENTRANCE: LISTED AND LABELED AS SUITABLE FOR USE AS SERVICE EQUIPMENT ACCORDING TO UL 899A.
- PROVIDE FULLY RATED NEUTRAL BUS UNLESS OTHERWISE INDICATED, WITH A SUITABLE LUG FOR EACH FEEDER OR BRANCH CIRCUIT REQUIRING A NEUTRAL CONNECTION.
- PHASE AND NEUTRAL BUS MATERIAL: COPPER
- GROUND BUS MATERIAL: ALUMINUM
- FRONTS: PROVIDE DOOR-IN-DOOR TRIM WITH FULLY HINGED COVER FOR ACCESS TO LOAD TERMINALS AND WIRING GUTTERS. SEPARATE LOCKABLE HINGED DOOR WITH CONCEALED HINGES FOR ACCESS TO OVERCURRENT PROTECTIVE DEVICES HANDLES WITHOUT EXPOSING LIVE PARTS.
- PROVIDE CLEAR PLASTIC CIRCUIT DIRECTORY HOLDER MOUNTED ON INSIDE OF DOOR.
- THERMAL MAGNETIC CIRCUIT BREAKERS: FOR EACH POLE, FURNISH A THERMAL INVERSE TIME TRIPPING ELEMENT FOR OVERLOAD PROTECTION AND A MAGNETIC INSTANTANEOUS TRIPPING ELEMENT FOR SHORT CIRCUIT PROTECTION.
- DO NOT USE HANDLE TIES IN LIEU OF MULTI-POLE CIRCUIT BREAKERS.
- PROVIDE MULTI-POLE CIRCUIT BREAKERS FOR MULTI-WIRE BRANCH CIRCUITS AS REQUIRED BY NFPA 70.
- MOUNT PANELBOARDS, CONTROL PANELS AND SAFETY SWITCHES SUCH THAT THE HIGHEST POSITION OF ANY OPERATING HANDLE FOR CIRCUIT BREAKERS OR SWITCHES DOES NOT EXCEED 79 INCHES ABOVE THE FLOOR OR WORKING PLATFORM.
- TERMINATE BRANCH CIRCUIT EQUIPMENT GROUNDING CONDUCTORS ON SOLIDLY BONDED EQUIPMENT GROUND BUS ONLY. DO NOT TERMINATE ON ISOLATED/INSULATED GROUND BUS.
- PROVIDE FILLER PLATES TO COVER UNUSED SPACES IN PANELBOARDS.
- CLEAN DIRT AND DEBRIS FROM PANELBOARD ENCLOSURES AND COMPONENTS ACCORDING TO MANUFACTURER'S INSTRUCTIONS.

WIRING DEVICES - 262726

- ALL WIRING DEVICES SHALL BE GRAY
- RECEPTACLES
- STANDARD CONVENIENCE RECEPTACLES: INDUSTRIAL SPECIFICATION GRADE, 20A, 125V, NEMA 5-20R; SINGLE OR DUPLEX AS INDICATED ON THE DRAWINGS.
 - WEATHER RESISTANT GFI RECEPTACLES: INDUSTRIAL SPECIFICATION GRADE, DUPLEX, 20A, 125V, NEMA 5-20R, RECTANGULAR DECORATOR STYLE, LISTED AND LABELED AS WEATHER RESISTANT TYPE COMPLYING WITH UL 498 SUPPLEMENT SE SUITABLE FOR INSTALLATION IN DAMP OR WET LOCATIONS.
 - PROVIDE WIRING DEVICES SUITABLE FOR INTENDED USE AND WITH RATINGS ADEQUATE FOR LOAD SERVED.
 - ACCEPTABLE MANUFACTURERS
A. HUBBELL
B. LEVITON
C. PASS & SEYMOUR
 - FOR SINGLE RECEPTACLES INSTALLED ON AN INDIVIDUAL BRANCH CIRCUIT, PROVIDE A RECEPTACLE WITH AN AMPERE RATING NOT LESS THAN THAT OF THE BRANCH CIRCUIT.
 - PROVIDE WEATHER RESISTANT GFI RECEPTACLES WITH WHILE-IN-USE, HEAVY DUTY, WEATHERPROOF COVERS FOR THE RECEPTACLES INSTALLED OUTDOORS OR IN DAMP OR WET LOCATIONS.
- WALL SWITCHES
- ACCEPTABLE MANUFACTURERS
A. HUBBELL
B. LEVITON
C. PASS & SEYMOUR
D. LUTRON
 - STANDARD WALL SWITCHES: INDUSTRIAL SPECIFICATION GRADE, 20A, 120/277 V WITH STANDARD TOGGLE TYPE SWITCH ACTUATOR MAINTAINED CONTACTS: SINGLE POLE THROW, DOUBLE POLE SINGLE THROW, THREE WAY, OR FOUR WAY AS INDICATED ON THE DRAWINGS.
- EXECUTION
- VERIFY THAT OUTLET BOXES ARE INSTALLED IN PROPER LOCATIONS, MOUNTING HEIGHTS AND ARE SIZED TO ACCOMMODATE DEVICES AND CONDUCTORS IN ACCORDANCE WITH NFPA 70.
 - INSTALL WIRING DEVICES PLUMB AND LEVEL WITH MOUNTING YOKE HELD RIGIDLY IN PLACE.
 - INSTALL VERTICALLY MOUNTED RECEPTACLES WITH GROUNDING POLE ON TOP AND HORIZONTALLY MOUNTED RECEPTACLES WITH GROUND POLE ON LEFT.
 - INSTALL WALL SWITCHES WITH OFF POSITION DOWN.
 - INSTALL BLANK WALL PLATES ON JUNCTION BOXES AND ON OUTLET BOXES WITH NO WIRING DEVICES INSTALLED OR DESIGNATED FOR FUTURE USE.
 - TEST EACH RECEPTACLE TO VERIFY OPERATION ACCORDING TO MANUFACTURER'S INSTRUCTIONS.

CONDUIT - 260533.13

- CONNECTIONS TO VIBRATING EQUIPMENT (TRANSFORMERS AND MOTORS) WET LOCATIONS: USE LIQUIDTIGHT FLEXIBLE METAL CONDUIT, MAXIMUM LENGTH - 6FT.
- APPROVED MANUFACTURERS
A. ALLIED TUBE AND CONDUIT
B. REPUBLIC CONDUIT
C. WHEATLAND TUBE COMPANY
- CONTRACTOR SHALL INSTALL NYLON PULLCORDS IN EMPTY CONDUITS.
- CLEAN INTERIOR OF CONDUITS TO REMOVE MOISTURE AND FOREIGN MATTER PRIOR TO CONDUCTOR INSTALLATION.
- CONDUIT INSTALLED BELOW GRADE SHALL BE SCHEDULE 40 PVC, BELOW GRADE FITTINGS TO BE RIGID GALVANIZED STEEL OR FIBERGLASS. UNDERGROUND CONDUIT TO TRANSITION TO RIGID ALUMINUM PRIOR TO EXITING SLAB. ALUMINUM TO BE PROPERLY WRAPPED, PER MANUFACTURER RECOMMENDATIONS. WHEN IN CONTACT WITH CONCRETE OR SOIL, INSTALL PER NEC.
- EXPOSED CONDUIT TO BE RIGID ALUMINUM.
- OUTDOOR CONDUIT CONNECTIONS TO BE MADE WITH THREADED HUBS. OUTDOOR EQUIPMENT SHALL NOT BE TOP ENTRY.
- SEAL CONDUITS WHERE PENETRATING VAULTS AND BUILDINGS TO PREVENT WATER INTRUSION. PROVIDE SUITABLE MODULAR SEAL WHERE CONDUITS PENETRATE EXTERIOR WALL BELOW GRADE.
- USE APPROVED ZINC-RICH PAINT OR CONDUIT JOINT COMPOUND ON FIELD-CUT THREADS OF RIGID ALUMINUM CONDUITS PRIOR TO MAKING CONNECTIONS.
- PROVIDE INSULATING BUSHINGS OR INSULATED THROATS AT ALL CONDUIT TERMINATIONS TO PROTECT CONDUCTORS.
- USE SUITABLE ADAPTERS WHERE REQUIRED TO TRANSITION FROM ONE TYPE OF CONDUIT TO ANOTHER.
- ARRANGE CONDUIT TO PROVIDE NO MORE THAN THE EQUIVALENT OF FOUR 90 DEGREE BENDS BETWEEN PULL POINTS.
- MAINTAIN MINIMUM CLEARANCE OF 8 INCHES BETWEEN CONDUITS AND PIPING FOR OTHER SYSTEMS. 12 INCHES FROM HOT SURFACES.
- ARRANGE CONDUIT TO PREVENT MOISTURE TRAPS. PROVIDE DRAIN FITTINGS AT LOW POINTS AND AT SEALING FITTINGS WHERE MOISTURE MAY COLLECT.
- PROVIDE DRIP LOOPS FOR LIQUIDTIGHT FLEXIBLE CONDUIT CONNECTIONS TO PREVENT DRAINAGE OF LIQUID INTO CONNECTORS.
- WHERE TWO THREADED CONDUITS MUST BE JOINED AND NEITHER CAN BE ROTATED, USE THREE-PIECE COUPLINGS OR SPLIT COUPLINGS. DO NOT USE RUNNING THREADS.

BOXES - 260533.6

- DO NOT USE USE BOXES AND ASSOCIATED ACCESSORIES FOR APPLICATIONS OTHER THAN AS PERMITTED BY NFPA 70 AND PRODUCT LISTING.
- PROVIDE ALL BOXES, FITTINGS, SUPPORTS AND ACCESSORIES REQUIRED FOR A COMPLETE RACEWAY SYSTEM TO ACCOMMODATE DEVICES AND EQUIPMENT TO BE INSTALLED.
- PROVIDE PRODUCTS LISTED, CLASSIFIED AND LABELED BY UNDERWRITERS LABORATORIES INC. (UL) OR A TESTING FIRM APPROVED BY THE AUTHORITY HAVING JURISDICTION AS SUITABLE FOR THE PURPOSE INDICATED.
- WHERE BOX SIZE IS NOT INDICATED, SIZE TO COMPLY WITH NFPA 70.
- PROVIDE GROUNDING TERMINALS WITHIN BOXES WHERE EQUIPMENT GROUNDING CONDUCTORS TERMINATE. GROUND BOX IN ACCORDANCE WITH GROUNDING SPECIFICATION.
- USE CAST IRON BOXES OR CAST ALUMINUM BOXES FOR DAMP OR WET LOCATIONS UNLESS OTHERWISE INDICATED OR REQUIRED; FURNISH WITH COMPATIBLE WEATHERPROOF GASKETED COVERS.
- BOXES FOR GANGED DEVICES: USE MULTIGANG BOXES OF SINGLE-PIECE CONSTRUCTION. DO NOT USE FIELD-CONNECTED GANGABLE BOXES.
- MINIMUM BOX SIZE UNLESS OTHERWISE INDICATED
A. WIRING DEVICES (OTHER THAN COMMUNICATIONS SYSTEMS OUTLETS): 4 INCH SQUARE BY 1-1/2 INCH DEEP (100 X 38 MM) TRADE SIZE.
B. COMMUNICATIONS SYSTEMS OUTLETS: 4 INCH SQUARE BY 2-1/8 INCH DEEP (100 X 54 MM) TRADE SIZE.
C. CEILING OUTLETS: 4 INCH OCTAGONAL OR SQUARE BY 1-1/2 INCH DEEP (100 X 38 MM) TRADE SIZE.
- ACCEPTABLE MANUFACTURERS
A. COPPER CROUSE-HINDS
B. HUBBELL
C. OZ-GEIDNEY
D. THOMAS & BETTS
- LOCATE BOXES TO BE ACCESSIBLE. INSTALL PLUMB AND LEVEL TO PRESERVE INSULATION INTEGRITY WITH NO GAPS OR OPEN SPACES GREATER THAN 1/8 INCH AT THE EDGE OF THE BOX. INSTALL.
- SECURE AND SUPPORT BOXES IN ACCORDANCE WITH NFPA 70 USING SUITABLE SUPPORTS AND METHODS APPROVED BY THE AUTHORITY HAVING JURISDICTION.
- PROVIDE INDEPENDENT SUPPORT FROM BUILDING STRUCTURE. DO NOT PROVIDE SUPPORT FROM PIPING, DUCTWORK, OR OTHER SYSTEMS. EXCEPTION: CAST METAL BOXES (OTHER THAN BOXES USED FOR FIXTURE SUPPORT) SUPPORTED BY THREADED CONDUIT CONNECTIONS IN ACCORDANCE WITH NFPA 70.
- INSTALL PERMANENT BARRIER BETWEEN GANGED WIRING DEVICES WHEN VOLTAGE BETWEEN ADJACENT DEVICES EXCEEDS 300 V.
- INSTALL FIRESTOPPING TO PRESERVE FIRE RESISTANCE RATING OF PARTITIONS AND OTHER ELEMENTS, USING MATERIALS AND UL LISTED FOR THAT PURPOSE.

LOW VOLTAGE AC SURGE PROTECTION DEVICES - 264313

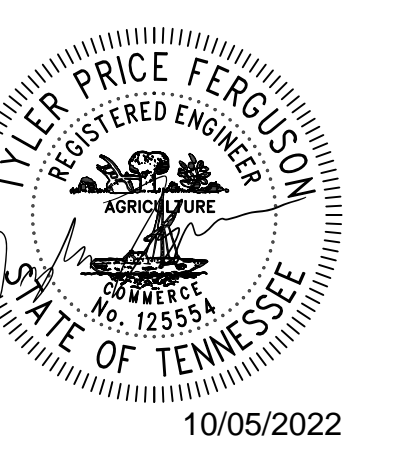
- THE MAXIMUM CONTINUOUS OPERATING VOLTAGE (MCOV) SHALL NOT BE LESS THAN 125% OF THE NOMINAL SYSTEM OPERATING VOLTAGE.
- THE SUPPRESSION SYSTEM SHALL INCORPORATE THERMALLY PROTECTED METAL-OXIDE VARISTORS (MOV'S) AS THE CORE SURGE SUPPRESSION COMPONENT.
- THE SPD MUST PROTECT ALL MODES OF THE ELECTRICAL SYSTEM BEING UTILIZED CONNECTED: L-N, L-G, L-L, AND N-G.
- THE MINIMUM SURGE CURRENT CAPACITY OF THE SURGE PROTECTION DEVICE IS 160 KA PER PHASE AND 80 KA PER MODE.
- ALL SPD'S APPLIED IN TO THE DISTRIBUTION SYSTEM SHALL HAVE A 20KA NOMINAL DISCHARGE CURRENT (IN) RATING REGARDLESS OF SPD TYPE.
- THE MAXIMUM ANSI/UL 1449 THIRD EDITION VOLTAGE PROTECTION RATING (VPR) SHALL NOT EXCEED THE FOLLOWING:
L-N, L-G, N-G: 208V/120, 700 VOLTS, 480V/277, 1200 VOLTS
- THE PANELBOARD SHALL BE CAPABLE OF RE-ENERGIZING UPON REMOVAL OF THE SPD.
- THE SPD SHALL BE EQUIPPED WITH AN LCD DISPLAY THAT INDICATES TO THE USER HOW MANY SURGES HAVE OCCURRED AT THE LOCATION. THE SURGE COUNTER SHALL TRIGGER EACH TIME A SURGE EVENT WITH A PEAK CURRENT MAGNITUDE OF 80 +/- 20A OCCURS. A RESET PUSHBUTTON SHALL ALSO BE STANDARD, ALLOWING THE SURGE COUNTER TO BE ZEROED. THE SPD SHALL CONTAIN AN AUDIBLE ALARM THAT WILL BE ACTIVATED UNDER ANY FAULT CONDITION. THERE SHALL ALSO BE AN AUDIBLE ALARM SILENCE BUTTON USED TO SILENCE THE AUDIBLE ALARM AFTER IT HAS BEEN ACTIVATED. THE SPD MUST INCLUDE FORM C DRY CONTACTS (ONE NO AND ONE NC) FOR REMOTE ANNUNCIATION. EACH SPD UNIT SHALL HAVE A GREEN/RED SOLID-STATE INDICATOR LIGHT THAT REPORTS THE STATUS OF PROTECTION ON EACH PHASE.

Nashville Metropolitan Transit Authority
MTA Nestor Backflow Preventer Relocation
130 Nestor Street
Nashville, TN 37210

DRAWN BY	CJO
DESIGNED BY	TRP
CHECKED BY	OWG

SHEET TITLE
ELECTRICAL SPECIFICATIONS

DATE	7/15/2022
PROJECT STATUS	CONSTRUCTION DOCUMENTS
SHEET NUMBER	E001



REV	DATE	Revision 1	DESCRIPTION
1	10-5-2022		

Nashville Metropolitan Transit Authority
MTA Nestor Backflow Preventer Relocation
 130 Nestor Street
 Nashville, TN 37210

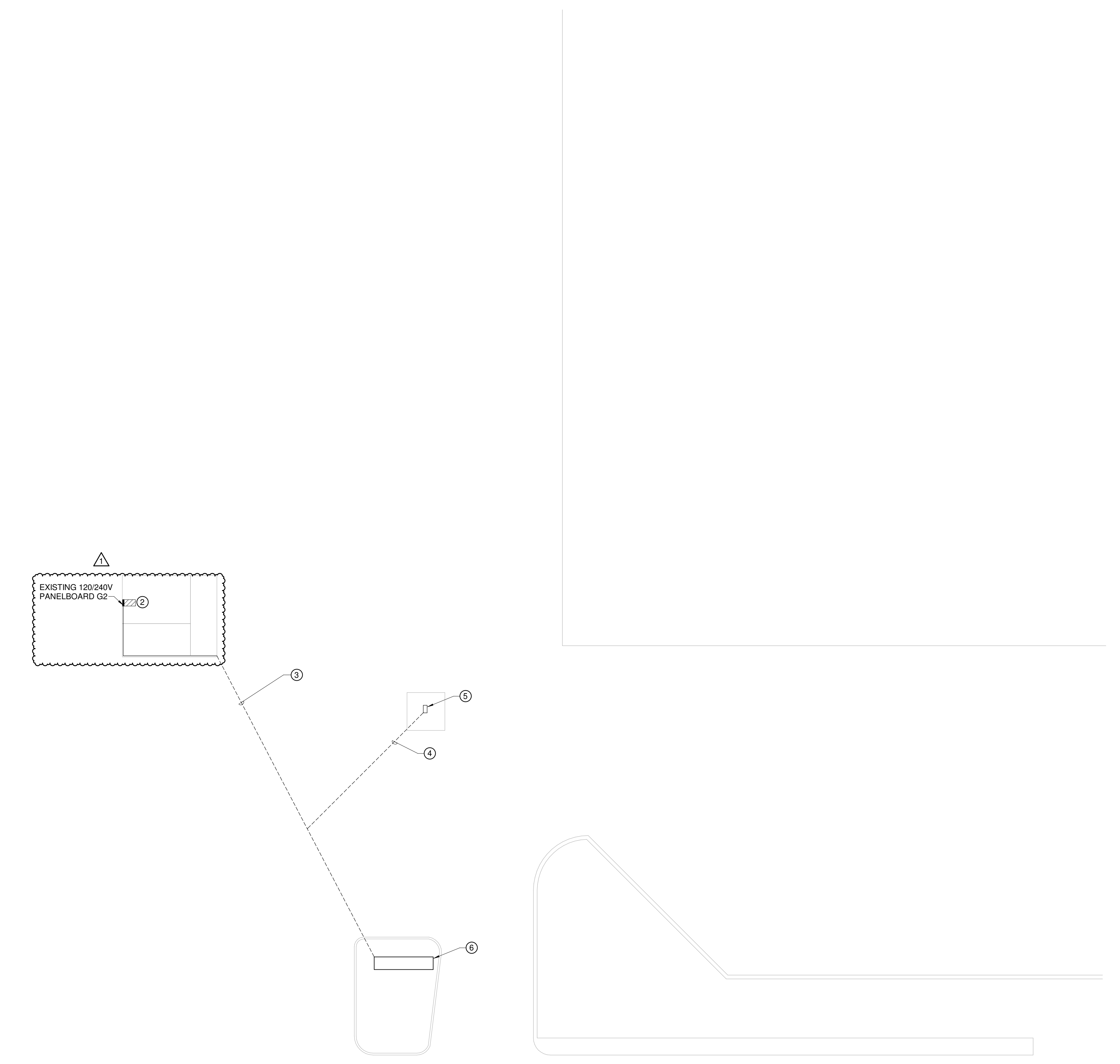
DRAWN BY	CJO
DESIGNED BY	TPF
CHECKED BY	GWG
SHEET TITLE	
ELECTRICAL PLAN	
DATE	7/15/2022
PROJECT STATUS	CONSTRUCTION DOCUMENTS
SHEET NUMBER	
E101	

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1 ELECTRICAL DEMOLITION PLAN
1/16" = 1'-0"



2 ELECTRICAL PLAN
1/16" = 1'-0"

SHEET KEYED NOTES	
①	DISCONNECT ELECTRICAL AND FIRE ALARM CIRCUITING IN EXISTING STRUCTURE. REUSE EXISTING FIRE ALARM RACEWAY. ABANDON ELECTRICAL RACEWAY.
②	PROVIDE NEW 20 AMP, 2-POLE CIRCUIT BREAKER IN EXISTING 120/240 VOLT PANELBOARD G2. MATCH EXISTING MANUFACTURER AND AIC RATINGS. ROUTE CIRCUIT TO NEW BACKFLOW PREVENTER. CIRCUIT TO BE 2#12, 1#12G IN 3/4" CONDUIT.
③	PROPOSED ROUTING FOR RACEWAY TO NEW BACKFLOW PREVENTER LOCATION.
④	EXTEND EXISTING FIRE ALARM RACEWAY AND CONDUCTORS FROM NEW JUNCTION BOX TO NEW BACKFLOW PREVENTER LOCATION. DIRECT BURIED CONDUIT MINIMUM SIZE 1". CONNECT TO NEW FIRE ALARM DEVICES. REPROGRAM FIRE ALARM SYSTEM AS NECESSARY.
⑤	PROVIDE TRAFFIC RATED QUARTZITE JUNCTION BOX OR SIMILAR. JUNCTION BOX MINIMUM SIZE 12" X 24" X 24".
⑥	PROVIDE CONNECTION TO RELOCATED TAMPER SWITCHES. COORDINATE EXACT LOCATION WITH FIRE PROTECTION DRAWINGS.

FIRE PROTECTION SPECIFICATIONS

PART 1 GENERAL

1.1 REQUIREMENTS:

A. REFER TO DRAWINGS FOR APPLICABLE PROVISIONS OF THE GENERAL CONDITIONS FOR GENERAL REQUIREMENTS THAT GOVERN ALL WORK SPECIFIED IN THIS SECTION

1.2 DESCRIPTION OF SYSTEMS:

A. FIRE PROTECTION

1.3 SCOPE OF WORK:

A. WORK SPECIFIED UNDER THIS SECTION INCLUDES FURNISHING OF AND PAYING FOR ALL MATERIALS, LABOR, EQUIPMENT LICENSES, TAXES, AND OTHER ITEMS REQUIRED FOR EXECUTION AND COMPLETION OF ALL WORK INDICATED.

B. EVERYTHING NECESSARY FOR A COMPLETE AND SATISFACTORY INSTALLATION INCLUDING ALL NECESSARY PARTS, DEVICES, ACCESSORIES, ETC., REQUIRED BY CODES OR THAT MAY BE REQUIRED TO SATISFACTORY COMPLETE THE INSTALLATION OF THE ABOVE ITEMS SHALL BE PROVIDED

1.4 RELATED WORK UNDER THIS CONTRACT:

A. THE FOLLOWING ITEMS OF RELATED WORK ARE SPECIFIED IN OTHER SECTIONS.

1. ELECTRICAL

1.5 REFERENCE STANDARDS:

A. ALL WORK MUST BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE FOLLOWING PERTINENT LEGAL CODES AND ORDINANCES:

1. AMERICAN WATER WORKS ASSOCIATION (AWWA)
2. AMERICAN NATIONAL STANDARDS INSTITUTE PUBLICATIONS (ANSI)
3. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
4. AMERICAN WELDING SOCIETY (AWS)
5. NATIONAL ELECTRICAL CODE
6. STANDARDS AND PERIODICALS LISTINGS, UNDERWRITER LABORATORIES (UL)
7. FOR WORK NOT SPECIFICALLY LISTED ABOVE, USE THE STANDARDS AND CODES OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

1.6 SHOP DRAWINGS (SUBMITTALS):

A. REFER TO PLUMBING DRAWINGS FOR THE FOLLOWING ITEMS REQUIRED FOR SUBMISSION FOR REVIEW PRIOR TO INSTALLATION:

1. PIPE AND FITTINGS
2. VALVES
3. HEATED INSULATED ENCLOSEURES
4. STRAINERS

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

A. PIPING (SCHEDULE 10 ASTM-135):

1. WHEATLAND
2. BULL MOOSE TUBE COMPANY
3. YOUNGSTOWN TUBE

B. PIPING (DUCTILE IRON):

1. U.S. PIPE
2. CLOW
3. AMERICAN

C. VALVES:

1. ZURN
2. WATTS
3. TYCO FIRE

D. STRAINERS:

1. ZURN
2. WATTS
3. TYCO FIRE

2.2 PIPING:

A. FIRE PROTECTION PIPING:

1. ABOVE GROUND: SCHEDULE 10 ASTM-135, ELECTRIC-RESISTANCE WELDED STEEL PIPE SUITABLE FOR ROLL GROOVING FOR PIPE SIZES 2-1/2" AND LARGER
2. BELOW GROUND: DUCTILE IRON PIPE,
 - a. ACCEPTABLE MANUFACTURERS: U.S. PIPE, CLOW, AMERICAN

2.3 FITTINGS:

A. FITTINGS TO BE FLANGED.

B. ALL FITTINGS TO BE BY SAME MANUFACTURER.

2.4 VALVES:

A. VALVES SHALL BE UL LISTED & FM APPROVED.

B. VALVES SHALL BE RATED FOR 250 PSI.

PART 3 EXECUTION

3.01 EXCAVATING AND BACKFILLING

A. CONTRACTOR SHALL PERFORM EXCAVATION AND BACKFILLING IN ACCORDANCE WITH THESE DOCUMENTS.

B. CONTRACT DOCUMENTS SHOW THE APPROXIMATE LOCATION OF UNDERGROUND UTILITIES KNOWN TO EXIST IN THE AREA OF CONSTRUCTION. CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF UTILITIES.

1. LOCATE AND UNCOVER EXISTING UTILITIES WHICH REQUIRE NEW CONNECTIONS BEFORE TRENCHING IN THE VICINITY OF INDICATED UTILITY CONNECTION.
2. CLEAR ALL VEGETATION AND OTHER OBJECTIONABLE MATERIAL FROM THE AREA REQUIRED FOR THE EXCAVATION AND BACKFILL OPERATIONS. DISPOSAL OF MATERIAL REMOVED BY THE CLEARING OPERATION SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE.

C. PROVIDE TRENCHING, EXCAVATING, AND BACKFILLING NECESSARY FOR PERFORMANCE OF WORK INDICATED IN CONTRACT DOCUMENTS.

D. EXCAVATE TO DEPTHS INDICATED ON THE DRAWINGS OR AS NECESSARY TO PERMIT THE INSTALLATION OF PIPE, BEDDING, BACKFILL, STRUCTURES OR APPURTENANCES. PROVIDE A FIRM, UNDISTURBED, UNIFORM SURFACE IN THE BOTTOM OF TRENCHES WHERE EXCAVATION EXCEEDS THE REQUIRED DEPTH. BRING THE EXCAVATION TO PROPER GRADE THROUGH THE USE OF AN APPROVED INCOMPRESSIBLE BACKFILL MATERIAL. STORE EXCAVATED MATERIAL AND DISPOSE OF SURPLUS EXCAVATED MATERIAL.

1. EXCAVATE TRENCH TO SUFFICIENT DEPTH TO PERMIT A MINIMUM OF 36" OF COVER OVER THE TOP OF THE PIPE UNLESS OTHERWISE REQUIRED BY PIPE ELEVATIONS INDICATED ON THE DRAWINGS. THE TRENCH WIDTH SHALL BE 18" PLUS THE DIAMETER OF THE PIPE AND/OR THE LARGEST BELL.

E. TRENCHING AND EXCAVATION SHALL BE UNCLASSIFIED. NO EXTRA WILL BE PAID IN THE EVENT THAT ROCK IS ENCOUNTERED.

1. SHOULD ROCK EXCAVATION BE REQUIRED, PRE-SPLITTING AND EXCAVATION OF ROCK ONLY SHALL BE ACCEPTABLE.
2. BLASTING SHALL BE PROHIBITED.
3. CONFORM TO AND OBEY ALL PUBLIC AUTHORITY REGULATIONS FOR THE PROTECTION OF LIFE AND PROPERTY.

F. PROVIDE SHEATHING, SHORING, DEWATERING, AND CLEANING NECESSARY TO KEEP TRENCHES AND THEIR GRADES IN PROPER CONDITION AND TO MEET APPLICABLE CODES.

G. PROVIDE A MINIMUM OF 6" OF NO. 67 CRUSHED STONE OR CLEAN SAND BEDDING, OR EQUAL, IN THE BOTTOM OF THE TRENCH TO MAINTAIN THE REQUIRED GRADE AND CONTINUOUS SUPPORT OF THE BOTTOM QUADRANT OF THE PIPE UNLESS PIPING IS INSTALLED IN CONCRETE DUCT BANK. ON BELL AND SPIGOT PIPING, DIG BELL HOLES SO BOTTOM OF BELLS DO NOT SUPPORT PIPE.

H. UPON COMPLETION OF EXCAVATION, AND PRIOR TO THE LAYING OF THE PIPE, THE TRENCH BOTTOM SHALL BE BROUGHT UP TO THE REQUIRED ELEVATION WITH MIN. 6" PIPE BEDDING. PIPE BEDDING SHALL BE SELECT MATERIAL DEPOSITED IN THE TRENCH, AND SHALL BE COMPACTED, LEVELED OFF, AND SHAPED TO OBTAIN A SMOOTH COMPACTED BED ALONG THE LAYING LENGTH OF THE PIPE. MATERIAL FOR PIPE BEDDING SHALL COMPLY WITH LOCAL CODES. IN ABSENCE OF LOCAL CODE REQUIREMENTS THE BEDDING SHALL BE BANK SAND OR SELECT BACK FILL MATERIAL APPROVED BY THE ENGINEER. ANY MATERIAL USED SHALL PASS A 1/4 INCH SCREEN.

I. CLEAN AND INSPECT PIPE FOR DEFECTS BEFORE LOWERING INTO TRENCH FOR ASSEMBLY. INSTALL PIPE IN ACCORDANCE WITH PROVISIONS OF CONTRACT DOCUMENTS AND WITH THE RECOMMENDATIONS OF THE PIPE MANUFACTURER.

1. ENSURE PIPE IS OF PROPER STRENGTH AND CLASSIFICATION FOR SPECIFIED SERVICE. DISCARD DAMAGED OR DEFECTIVE PIPE DISCOVERED DURING PIPE LAYING OPERATIONS.
2. MAINTAIN ALIGNMENT AND GRADE DURING LAYOUT OPERATION. USE ACCEPTABLE METHOD FOR MAINTAINING GRADE AND ALIGNMENT TO PRODUCE DESIRED RESULTS.

J. WHERE CRUSHED STONE BACKFILL IS REQUIRED, USE NO. 67 STONE, CLEAN SAND OR EQUAL.

K. AFTER BEDDING HAS BEEN SHAPED AND THE PIPE ASSEMBLED, PLACE CRUSHED STONE CAREFULLY AROUND THE PIPE AND TO A POINT 12" ABOVE THE PIPE. BACKFILL ABOVE THIS POINT SHALL BE AS DESCRIBED BELOW:

1. BACKFILL AREAS OF VEHICULAR TRAFFIC SHALL CONSIST ENTIRELY OF CRUSHED STONE AND COMPACTED CRUSHER RUN MATERIAL.
2. BACKFILL FOR SHOULDERS OF ROADWAYS, SIDEWALK, AND SLAB ON GRADE STRUCTURES SHALL CONSIST ENTIRELY OF CRUSHED STONE.
3. BACKFILL AREAS NOT SUBJECT TO VEHICULAR TRAFFIC MAY CONSIST OF SUITABLE EXCAVATED MATERIAL AS DESCRIBED ABOVE.

L. WHERE CRUSHED STONE IS NOT REQUIRED, SUITABLE EXCAVATED MATERIAL MAY BE UTILIZED. THIS INCLUDES FINE, DRY EARTH OR A MIXTURE OF EARTH AND SHOT ROCK. ROCKS LARGER THAN 6" IN ANY DIMENSION MAY NOT BE INCLUDED IN ANY PORTION OF THE BACKFILL MATERIAL.

M. TRENCHES SHALL BE BACKFILLED ONLY AFTER PIPING HAS BEEN INSPECTED, TESTED, AND APPROVED BY THE ENGINEER. ALL BACKFILL MATERIAL SHALL BE PLACED IN THE TRENCH EITHER BY HAND OR BY APPROVED MECHANICAL METHODS. THE COMPACTION OF BACKFILL MATERIAL SHALL BE ACCOMPANIED BY TAMPING, WITH HAND TOOLS OR APPROVED PNEUMATIC TAMPERS, BY USING VIBRATORY COMPACTORS, BY FUDGLING, OR BY ANY COMBINATION OF THE THREE. THE METHOD OF COMPACTION SHALL BE APPROVED AND ALL COMPACTION SHALL BE DONE TO THE SATISFACTION OF THE ENGINEER. BACKFILL COMPLETELY AROUND PIPE, INCLUDING 18" ABOVE THE PIPE, WITH SUITABLE BANK SAND, TAMPED IN 4" LAYERS UNDER, AROUND, AND OVER PIPE. WATER DOWN BACKFILL AS REQUIRED. THE REMAINDER OF THE BACKFILL SHALL BE SELECT BACKFILL MATERIAL TAMPED AT INTERVALS OF NO MORE THAN 12" DEPTHS. ALL MATERIALS TO BE USED AS SELECTED MATERIAL BACKFILL SHALL BE APPROVED BY THE ENGINEER. IF, IN THE OPINION OF THE ENGINEER, THE EXCAVATED MATERIAL DOES NOT MEET THE REQUIREMENTS OF SELECTED MATERIAL, THE CONTRACTOR SHALL BE REQUIRED TO SCREEN THE MATERIAL PRIOR TO ITS USE AS SELECTED MATERIAL BACKFILL. MATERIAL USED IN THE UPPER PORTION OF THE BACKFILL OR SUBGRADE SHALL NOT CONTAIN STONE, ROCK, OR OTHER MATERIAL LARGER THAN SIX INCHES IN ITS LONGEST DIMENSION. NO WOOD, VEGETABLE MATTER, OR OTHER MATERIAL WHICH, IN THE OPINION OF THE ENGINEER, IS UNSUITABLE SHALL BE INCLUDED IN THE BACKFILL. THE UPPER 24" OF BACKFILL MAY BE WATER JETTED, IF DESIRED. BACKFILL SHALL BE BROUGHT UP TO FINISH GRADE IDENTIFIED ON THE OWNER, INCLUDING ADDITIONAL BACKFILL REQUIRED TO OFFSET SETTLEMENT DURING CONSOLIDATION.

3.02 CUTTING AND PATCHING

A. REPAIR OR REPLACE DAMAGE CAUSED BY CUTTING OR INSTALLATION OF WORK SPECIFIED.

B. PERFORM REPAIRS WITH MATERIALS WHICH MATCH EXISTING AND INSTALL IN ACCORDANCE WITH THE APPROPRIATE SECTION OF THESE SPECIFICATIONS.

3.3 PIPING:

A. EVERY SECTION OF PIPE SHALL BE CHECKED FOR CRACKS. NO PIPING SHALL BE INSTALLED THAT DOES NOT COMPLY WITH LOCAL CODE.

3.4 INTERRUPTION OF SERVICES:

A. WHILE WORK IS IN PROGRESS, EXCEPT FOR DESIGNATED SHORT INTERVALS DURING WHICH CONNECTIONS ARE TO BE MADE, CONTINUITY OF SERVICE SHALL BE MAINTAINED TO ALL EXISTING SYSTEM. INTERRUPTION SHALL BE COORDINATED WITH THE OWNER AS TO TIME AND DURATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY INTERRUPTIONS TO SERVICE AND SHALL REPAIR ANY DAMAGES TO EXISTING SYSTEMS CAUSED BY HIS OPERATIONS. THE PREMIUM PORTION OF ALL LABOR DESIGNATED BY THE OWNER TO BE PERFORMED OUTSIDE OF REGULAR WORKING HOURS SHALL BE PAID FOR BY THE OWNER AS ADDITIONAL EXPENSE.

FIRE PROTECTION GENERAL NOTES

A. ALL WORK ON DESIGNATED SPRINKLER/STANDPIPE SYSTEMS SHALL PERFORMED BY A STATE LICENSED FIRE SPRINKLER CONTRACTOR.

B. CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH THE PROJECT SCOPE, UTILITY CONNECTIONS AND ALL BUILDING SERVICES. EXISTING SITE UTILITIES SHALL BE FIELD LOCATED FOR EXACT LOCATION AND ELEVATION BEFORE BEGINNING CONSTRUCTION OR DEMOLITION.

C. COORDINATE FIRE PROTECTION PIPING WITH ALL TRADES TO AVOID SPACING AND ROUTING PROBLEMS.

D. EQUIPMENT, CONNECTIONS AND PIPING SHALL BE FURNISHED AND INSTALLED TO MEET OR EXCEED STATE AND LOCAL CODES AND REQUIREMENTS

E. THE CONTRACTOR SHALL REWORK THE EXISTING FIRE MAIN, BACKFLOW PREVENTER, AND ASSOCIATED ACCESSORIES. EQUIPMENT CUT SHEETS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD, THE LOCAL FIRE MARSHAL, AND ANY OTHER AUTHORITIES HAVING JURISDICTION FOR REVIEW AND APPROVAL. NO WORK SHALL BEGIN PRIOR TO OBTAINING APPROVAL FROM ALL AUTHORITIES HAVING JURISDICTION.

F. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS PRIOR TO INSTALLATION.

G. THE FIRE PROTECTION SYSTEM, EQUIPMENT AND COMPONENTS SHALL BE DESIGNED, HYDRAULICALLY CALCULATED, AND INSTALLED IN FULL ACCORDANCE WITH APPLICABLE SECTIONS OF NFPA 10, 13, 14, 24, AND 101. FINAL SYSTEM DESIGN AND INSTALLATION SHALL ALSO COMPLY WITH ALL LOCAL, COUNTY AND STATE BUILDING CODES ALONG WITH THE REQUIREMENTS OF ANY INSURANCE UNDERWRITERS. WHENEVER A CONFLICT IN CRITERIA OCCURS, THE MORE STRINGENT REQUIREMENT TAKES PRECEDENCE.

H. ALL CONTROL VALVES SHALL HAVE TAMPER SWITCHES CONNECTED TO THE FACILITY'S FIRE ALARM SYSTEM. REFER TO FIRE ALARM DRAWINGS FOR FIRE ALARM DEVICES, FIRE DETECTION DEVICES AND INTERFACE POINTS WITH TAMPER SWITCHES, FLOW SWITCHES AND RELATED ITEMS INDICATED ON THE FIRE PROTECTION PLANS.

I. DRAWINGS ARE SCHEMATIC ONLY. INDICATE DESIGN INTENT AND SHALL NOT BE SCALED. ACTUAL LOCATION OF PIPE, SPRINKLERS, AND EQUIPMENT SHOWN ON DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR. COORDINATE FIRE PIPE ROUTING WITH ALL TRADES TO MAXIMIZE AVAILABLE CLEARANCES AND AVOID FIELD INSTALLATION CONFLICTS. ALL EXPOSED PIPING SHALL BE ROUTED AS CLOSE AS POSSIBLE TO THE BUILDING STRUCTURAL MEMBERS, UNLESS NOTED OTHERWISE.

J. MAINTAIN ACCESSIBILITY OF VALVES, FLOW AND TAMPER SWITCHES, FIRE DEPARTMENT CONNECTIONS AND RELATED ITEMS. PROVIDE LABELED ACCESS DOORS WHERE NECESSARY AND AS APPROVED BY THE ENGINEER.

K. ALL CONTROL AND TEST CONNECTION VALVES SHALL BE PROVIDED WITH PERMANENTLY MARKED WEATHER-PROOF METAL OR RIGID PLASTIC IDENTIFICATION SIGNS INDICATING THE FUNCTION AND THE PORTION OF THE BUILDING/FACILITY SERVED.

L. INSTALL ALL PIPING, FITTINGS AND JOINTS TO FOLLOW THE GEOMETRY OF THE FACILITY. LOCATE EXPOSED PIPING IN PUBLIC AREAS OUT OF DIRECT VIEW WHERE PRACTICAL. EXPOSED PIPING SHALL BE INSTALLED PARALLEL TO ADJACENT BUILDING COMPONENTS.

M. COORDINATE INSTALLATION OF PIPING AND EQUIPMENT WITH ELECTRICAL EQUIPMENT TO MAINTAIN WORKING CLEARANCES IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE.

N. INSTALL PIPING TO MAINTAIN SPECIFIED MANUFACTURER CLEARANCES.

O. PROVIDE A GENERAL INFORMATION SIGN AT INSULATED ENCLOSURE FOR CAMPUS SYSTEM AND SYSTEM CONNECTION. THE SIGN SHALL INCLUDE THE FOLLOWING INFORMATION: NAME AND LOCATION OF THE FACILITY, PRESENCE OF HIGH-PILED AND/OR RACK STORAGE, FLOW TEST INFORMATION, AREA SERVED, PRESENCE OF FLAMMABLE/COMBUSTIBLE LIQUIDS, PRESENCE OF HAZARDOUS MATERIALS, PRESENCE OF OTHER SPECIAL STORAGE, LOCATION OF AUXILIARY AND LOW POINT DRAINS, NAME OF INSTALLING CONTRACTOR, AND LOCATION OF ANTIREFREEZE OR ANY OTHER AUXILIARY FIRE PROTECTION SYSTEMS.

P. THE CONTRACTOR SHALL CONTACT AUTHORITIES HAVING JURISDICTION, ANY INSURANCE UNDERWRITERS, ENGINEER, AND THE OWNER'S REPRESENTATIVE TO WITNESS THE FINAL ACCEPTANCE TESTING OF ALL SYSTEMS.

Q. FIRE PROTECTION PIPING BELOW GRADE IN AREAS SUBJECT TO TRAFFIC WITH LESS THAN TWO FEET OF EARTH COVER SHALL BE DUCTILE IRON.

R. SUPPORTS, ANCHOR BOLTS AND HANGERS FOR ALL EQUIPMENT SPECIFIED SHALL CONFORM TO THE SPECIFICATIONS. MISCELLANEOUS STEEL BRACING SUPPORTS AND REINFORCING STEEL NEEDED TO SUPPORT EQUIPMENT AND PIPING SYSTEMS SPECIFIED SHALL BE FURNISHED AND INSTALLED AS PART OF THE WORK.

S. PROVIDE HOUSEKEEPING PADS UNDER ALL EQUIPMENT. COORDINATE PAD SIZE AND FLOOR DRAIN LOCATIONS WITH FINAL EQUIPMENT PAD LOCATIONS.

T. STANDARD DETAILS ILLUSTRATED ON THE DRAWINGS SHALL BE APPLIED IN ALL CASES WHERE THE FEATURE OCCURS IN THE SYSTEM DESIGN.

U. SEE FIRE PROTECTION PLANS FOR ADDITIONAL REQUIREMENTS.

FIRE PROTECTION DEMOLITION NOTES

A. CONTRACTOR SHALL REMOVE EXISTING SERVICES SUCH AS FIRE PROTECTION PIPING SERVING CONNECTIONS TO EQUIPMENT WHICH ARE SHOWN ON THE DRAWINGS TO BE REMOVED OR RELOCATED.

B. EXISTING FIRE PROTECTION AND RELATED ITEMS WHICH ARE TO BE REMOVED SHALL BE SUBMITTED TO THE OWNER. ITEMS THE OWNER WISHES TO RETAIN SHALL BE STORED BY THE CONTRACTOR WHERE DIRECTED BY THE OWNER. ALL OTHER ITEMS NOT RETAINED BY THE OWNER SHALL BE LEGALLY DISPOSED.

C. DRAWINGS SHOW KNOWN EXISTING SERVICES IN REASONABLE PROXIMITY. CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS. NOTE DISCREPANCIES AND BRING TO THE ARCHITECT'S ATTENTION.

D. EXISTING EQUIPMENT, SERVICES AND CONNECTIONS WHICH ARE DAMAGED DURING CONSTRUCTION SHALL BE REWORKED OR REPLACED AS REQUIRED TO PROVIDE ORIGINAL CONDITION AND OPERATION.

E. EXISTING FIRE PROTECTION SERVICES NOT SHOWN ON THE DRAWINGS SHALL REMAIN AS IS, UNLESS NOTED OTHERWISE.

F. CONTRACTOR SHALL COORDINATE THE INTERRUPTION OF EXISTING SERVICES WITH THE OWNER PRIOR TO DEMOLITION OR CONSTRUCTION. PROVIDE A MINIMUM OF 48 HOURS WRITTEN NOTICE WITH ANTICIPATED DURATION OF OUTAGE. ALL WORK SHALL BE PERFORMED TO FIT THE OPERATIONAL SCHEDULE OF THE FACILITY.

G. EXISTING EQUIPMENT CONNECTIONS AND SERVICE LINES SHALL BE FIELD VERIFIED FOR EXACT LOCATION AND SIZE. NOTE DISCREPANCIES AND DEVIATIONS AND BRING TO THE ENGINEER'S ATTENTION.

SITE UTILITY NOTES - EXISTING CONSTRUCTION

A. DRAWINGS SHOW ONLY KNOWN EXISTING UTILITIES REQUIRED TO PROVIDE SERVICES TO THIS PROJECT. SUBSURFACE INVESTIGATION HAS NOT BEEN PERFORMED. CONTRACTOR SHALL FIELD LOCATE AND VERIFY EXACT LOCATIONS OF OTHER EXISTING UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL REMOVE, REWORK AND/OR REROUTE EXISTING UTILITIES AS REQUIRED. EXISTING UTILITIES DISCOVERED DURING EXCAVATION SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION FOR RESOLUTION AS NEEDED. UTILITY CONSTRUCTION SHALL CONFORM TO STATE AND LOCAL CODES AND REQUIREMENTS.

B. CONTRACTOR SHALL FIELD LOCATE AND VERIFY EXACT SIZES AND MATERIAL TYPES OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BRING ANY DEVIATIONS DISCOVERED TO THE ENGINEER'S ATTENTION.

SHEET INDEX - FIRE PROTECTION

NUMBER	SHEET NAME
FP000	FIRE PROTECTION LEGENDS, NOTES, SPECIFICATIONS, AND INDEX
FP101	FIRE PROTECTION PLAN
FP501	FIRE PROTECTION DETAILS

FIRE PROTECTION LEGEND

NOT ALL SYMBOLS MAY BE USED

SYMBOL	ABB.	DESCRIPTION	SYMBOL	ABB.	DESCRIPTION
—A/S—	A/S	AUTOMATIC SPRINKLER SYSTEM	⊕	DT	PIPE TURN DOWN
—DPSS—	DPSS	DRY PIPE SPRINKLER SYSTEM	⊕	DU	PIPE TURN UP
—FDR—	FDR	FIRE DRAIN RISER	⊕	GV	GATE VALVE
—F—	F	FIRE MAIN	⊕	CV	CHECK VALVE
—MDSP—	MDSP	MANUAL DRY STANDPIPE SYSTEM	⊕	BV	BUTTERFLY VALVE
—PASS—	PASS	PRE-ACTION SPRINKLER SYSTEM	⊕	PRV	PRESSURE REGULATING VALVE
			⊕	SV	SOLENOID VALVE
			⊕	R	REDUCER
			⊕	PG	PIPE GUIDE
			⊕	A	ANCHOR
			⊕	PG	PRESSURE GAUGE
			⊕	CP	CAP/PLUG
				I.E.	INVERT ELEVATION
				AFF	ABOVE FINISHED FLOOR
				DCVA	DOUBLE CHECK VALVE ASSEMBLY
				DDCVA	DOUBLE DETECTOR CHECK VALVE ASSEMBLY
				PRV	PRESSURE REDUCING VALVE
				RPBP	REDUCED PRESSURE BACKFLOW PREVENTER
					FIRE DEPARTMENT CONNECTION



DESCRIPTION

REVISIONS

DATE

REV.

Nashville Metropolitan Transit Authority

MTA Nestor Backflow Preventer Relocation

130 Nestor Street
Nashville, TN 37210

DRAWN BY	SMK
DESIGNED BY	SMK
CHECKED BY	MRC

SHEET TITLE

FIRE PROTECTION LEGENDS, NOTES, SPECIFICATIONS, AND INDEX

DATE
7/15/2022

PROJECT STATUS
CONSTRUCTION DOCUMENTS

SHEET NUMBER
FP000



REV	DATE	DESCRIPTION
3	4-19-2023	Revision 3
2	1-25-2023	Revision 2

Nashville Metropolitan Transit Authority
MTA Nestor Backflow Preventer Relocation
130 Nestor Street
Nashville, TN 37210

DRAWN BY	SMK
DESIGNED BY	SMK
CHECKED BY	MRC

SHEET TITLE

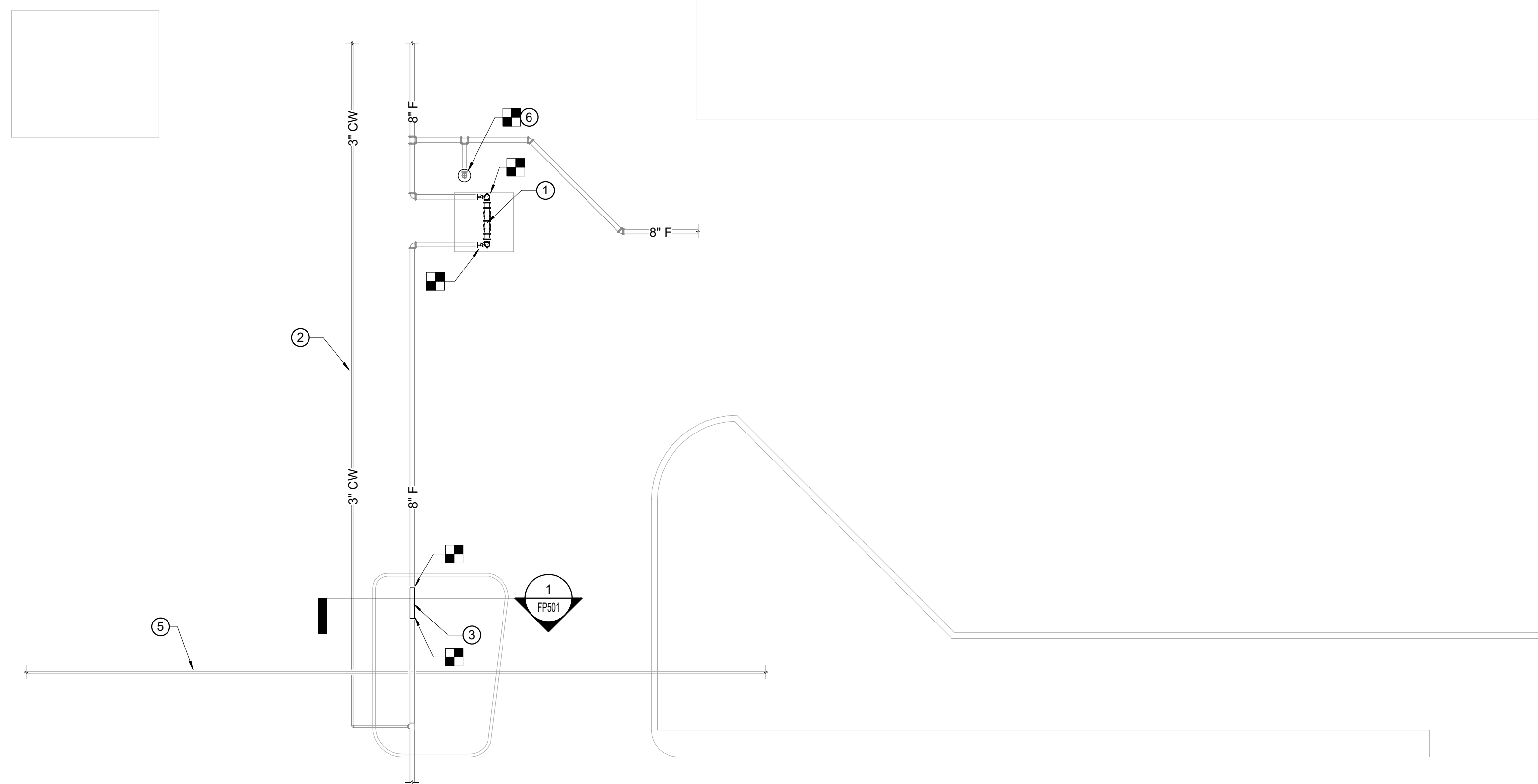
FIRE PROTECTION PLAN

DATE
7/15/2022

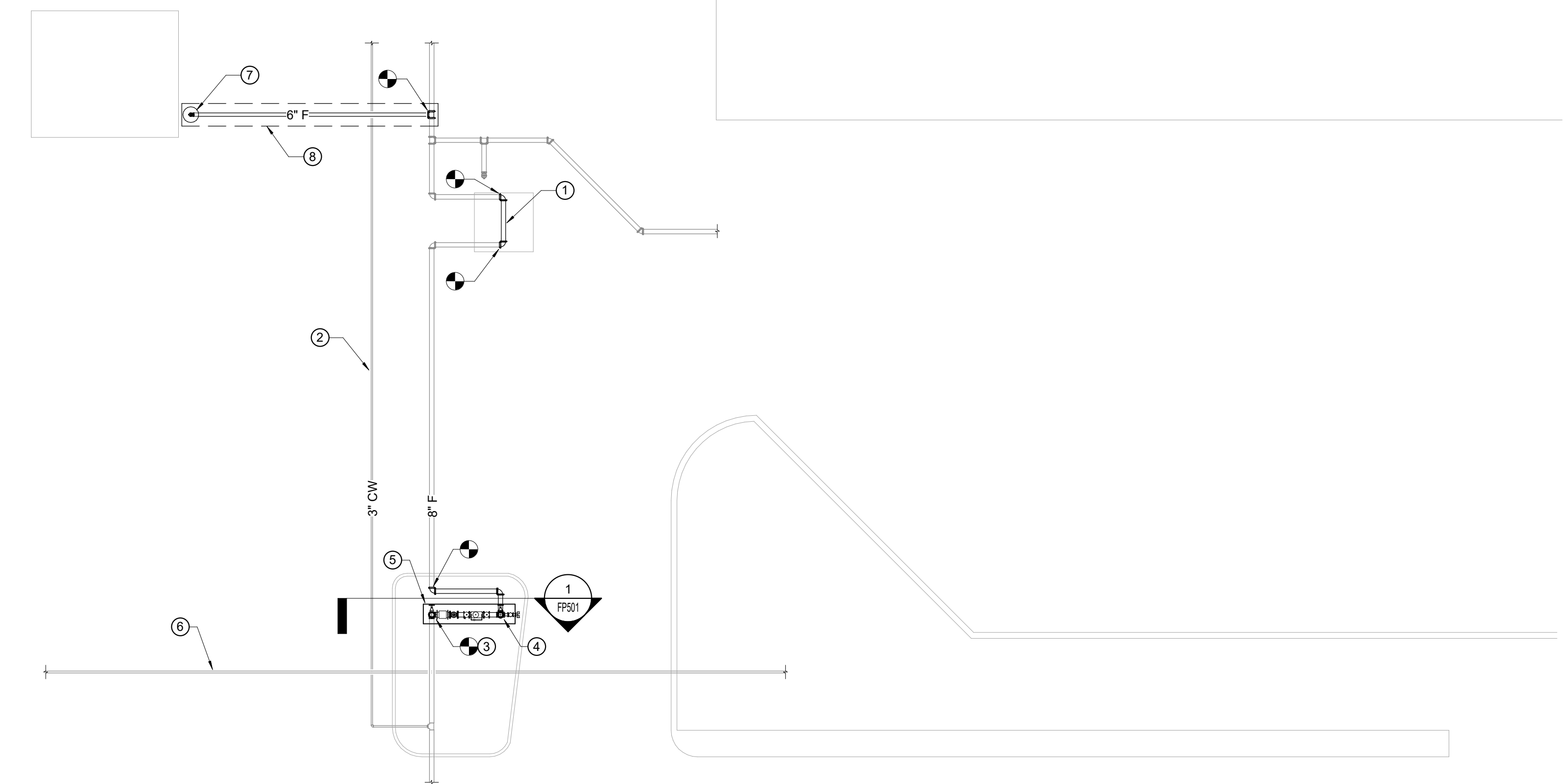
PROJECT STATUS
CONSTRUCTION DOCUMENTS

SHEET NUMBER

FP101



1 FIRE PROTECTION DEMOLITION PLAN
1/16" = 1'-0"



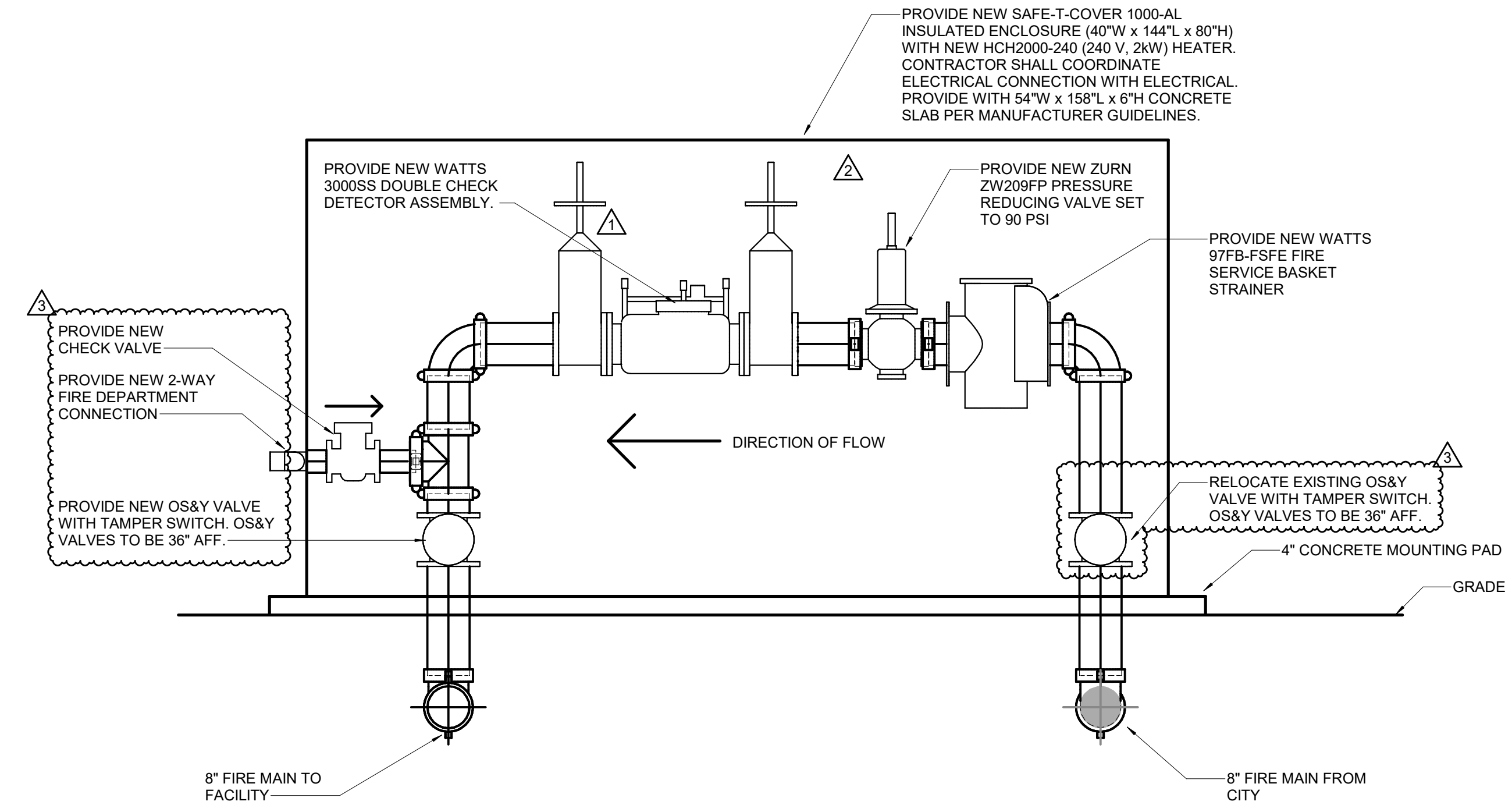
2 FIRE PROTECTION PLAN
1/16" = 1'-0"

DEMOLITION LEGEND	
SYMBOL	DESCRIPTION
—	EXISTING TO REMAIN
- - -	EXISTING TO BE REMOVED
■	DEMO TO THIS POINT

- DEMOLITION KEYED NOTES**
- ① RELOCATE EXISTING OS&V VALVES, AND RELATED ACCESSORIES TO LOCATION SHOWN ON NEW PLAN. REMOVE BACKFLOW PREVENTER AND TURN OVER TO OWNER.
 - ② EXISTING 3" DOMESTIC WATER MAIN TO REMAIN.
 - ③ REMOVE SECTION OF FIRE MAIN PIPING TO CONNECT NEW BACKFLOW ASSEMBLY.
 - ④ EXISTING BACKFLOW ASSEMBLY TO BE DEMOLISHED, BACKFILLED, AND PAVED TO MATCH EXISTING SLAB.
 - ⑤ EXISTING GAS MAIN BELOW GRADE TO REMAIN.
 - ⑥ EXISTING PRIVATE FIRE HYDRANT TO BE REMOVED. SEE NEW PLAN FOR LOCATION OF NEW HYDRANT.

RENOVATION LEGEND	
SYMBOL	DESCRIPTION
—	EXISTING TO REMAIN
- - -	NEW CONSTRUCTION
⊕	CONNECT TO EXISTING AT THIS POINT

- RENOVATION KEYED NOTES**
- ① 8" FIRE MAIN SHALL BE RECONNECTED BELOW SLAB.
 - ② EXISTING 3" DOMESTIC WATER MAIN TO REMAIN.
 - ③ 8" FIRE MAIN TO BE ROUTED UP FROM UNDERGROUND TO NEW INSULATED ENCLOSURE ASSEMBLY.
 - ④ 8" FIRE MAIN TO BE ROUTED UNDERGROUND FROM NEW INSULATED ENCLOSURE ASSEMBLY & RECONNECT TO EXISTING 8" FIRE MAIN UNDERGROUND.
 - ⑤ NEW INSULATED ENCLOSURE TO BE PROVIDED FOR NEW BACKFLOW ASSEMBLY. REFER TO SHEET FP501 FOR INSULATED ENCLOSURE DIAGRAM.
 - ⑥ EXISTING GAS MAIN BELOW GRADE TO REMAIN.
 - ⑦ NEW PRIVATE FIRE HYDRANT TO BE LOCATED HERE. MATCH EXISTING.
 - ⑧ TRENCH & BACKFILL.



1 HEATED ENCLOSURE BOX DETAIL
NOT TO SCALE

REV	DATE	DESCRIPTION
3	4-18-2023	Revision 3
2	1-25-2023	Revision 2
1	10-5-2022	Revision 1

Nashville Metropolitan Transit Authority
MTA Nestor Backflow Preventer Relocation
130 Nestor Street
Nashville, TN 37210

DRAWN BY	SMC
DESIGNED BY	SMC
CHECKED BY	MRC

SHEET TITLE
**FIRE PROTECTION
DETAILS**

DATE	7/15/2022
PROJECT STATUS	CONSTRUCTION DOCUMENTS
SHEET NUMBER	FP501