REQUEST FOR BIDS

CONCRETEPADS & PASSENGER SHELTER INSTALLATION

FOR
METRO REGIONAL TRANSIT AUTHORITY

AKRON, OHIO

BIDS DUE:

10:00 AM

September 11, 2020

IFB #2020-12
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LEGAL NOTICE

Notice is hereby given that METRO Regional Transit Authority (METRO) is requesting proposals for:

Concrete Pads & Passenger Shelter Installation

Detailed specifications are available by visiting https://www.akronmetro.org/metro-financial-reports.aspx
Any questions should be submitted by emailing bids@akronmetro.org. Please put IFB #2020-12 on the subject line.

All bids must be submitted in accordance with requirements set forth in this Bid documentation, and must be received in the offices of METRO on or before September 11, 2020 by 10:00 AM. Bids must be mailed or dropped off at the Shipping/Receiving Door at the Kenmore Blvd location. As an implication of the Covid-19 Pandemic, there will be no on-site bid opening. Vendors may participate in an online bid-opening through gotomeeting, instructions are listed below. METRO will live stream the bid opening through gotomeeting.

https://global.gotomeeting.com/join/255188837

United States (Toll Free): 1 877 309 2073
- One-touch: tel:+18773092073,,255188837#

United States: +1 (646) 749-3129
- One-touch: tel:+16467493129,,255188837#

Access Code: 255-188-837

In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, or handicap.

The METRO Regional Transit Authority has set a five (5%) DBE goal for this procurement.

The METRO Regional Transit Authority reserves the right to solicit or to waive a new solicitation, for new bids if sufficient effort, as determined by the METRO Regional Transit Authority, has not been made to comply with the DBE goals and requirements.

All bidders are certifying that they are not on the Comptroller General's list of ineligible Contractors by signing the proposal page.

A five (5%) percent bid bond or cashier check is required at the time of bid submission. Bid security furnished in bond form, shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety.
The METRO Regional Transit Authority reserves the right to reject any and/or all proposals, to re-advertise for proposals and to waive any informality in any proposal and to determine the most responsive proposal by its own criteria, as described within the specification.

The Authority further advises prospective bidders that all bids must be filed on the forms provided by the Authority and that all bids must be clearly marked on the lower left side of the outermost envelope with the words, **ATTN: IFB# 2020-12**

Dawn Distler,
Chief Executive Officer/Secretary-Treasurer

AKRON BEACON JOURNAL
August 6, 2020 and August 13, 2020
The Reporter
August 6, 2020
1) ADVERTISEMENT FOR PROPOSALS


2) DURATION OF CONTRACT

The contract will begin upon acceptance of the successful Bidder’s proposal, and will end upon the full and complete performance of all obligations set forth in the contract documents.

3) PROPOSAL

Sealed bids for the above will be received at the Authority’s general office until 10:00 AM on September 11, 2020. As an implication of the Covid-19 Pandemic, there will be no on-site bid opening. Vendors may participate in an online bid-opening through gotomeeting, instructions are listed below. METRO will live stream the bid opening through gotomeeting.

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BID BOND

Each bid shall be accompanied by a certified or cashiers check on a solvent bank in an amount which shall not be less than five (5%) percent of the total bid, as assurance that a contract will be entered into. Said check shall be made in favor of the METRO Regional Transit Authority.

A bid or proposal bond in an amount not less than five (5%) percent of the total bid is acceptable in lieu of the certified or cashiers check.

Bid Bond Requirements

(a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to METRO and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by METRO to reject any and all bids, or part of any bid. 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 METRO.

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 METRO, or if the bidder shall refuse or be unable to enter into this Contract, as provided above, or unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, or adequate and acceptable insurance, he shall forfeit his bid security to the extent of METRO damages.
occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

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.

5) DISPOSITION OF CERTIFIED OR CASHIERS CHECK

Said certified or cashiers check to be forfeited to METRO as agreed amount of liquidated damages in case of failure to enter into a contract as above described. The check will be released or returned to the bidder in the case his proposal is rejected.

In case the proposal is accepted, the check will be returned after the contract has been signed. The check of the next lowest bidder will be retained until the lowest responsible bidder has signed. If he fails to do so, said check shall be further retained until the second lowest responsible bidder shall have signed; and in default thereof, the check shall be forfeited to METRO as liquidated damages.

6) PERFORMANCE/PAYMENT BOND

Performance and Payment Bonding Requirements (Construction)

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 one hundred (100%) percent of the original contract price, unless METRO determines that a lesser amount would be adequate for the protection of METRO.

2. METRO may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal one hundred (100%) percent of the increase in contract price. METRO 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 (50%) percent of the contract price if the contract price is not more than $1 million.

   (ii) Forty (40%) 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, METRO may require additional protection as required by subparagraph 1 if the contract price is increased.

7) FORM OF PROPOSAL

Every proposal must be made upon the blank proposal form attached hereto and must contain the full name of every person, firm, or corporation interested in the proposal, and the address of the person, firm, or the president and secretary of the corporation bidding; and if a corporation, the name of the State in which it is incorporated.

8) NAME OF BIDDER

Each proposal must be clearly signed with the full name and address of each person interested in it. In case of a partnership, the firm name and address of each individual party must be given.
9) SIGNATURE OF BIDDER

Firm, corporate, or individual name of the bidder must be signed by the bidder in the space provided for the signature on the proposal blank. In case of a corporation, the title of the officer signing must be stated and each officer must be thereunto duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term “member of firm.” In case of an individual, use the term “doing business as” or “sole owner.”

10) BIDDER AFFIDAVITS

Bidder is required to submit with his bid an affidavit stating that neither he nor his agents, nor any other party for him has paid or agreed to pay, directly or indirectly, any persons, firm, or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to and further agreeing that no such money or reward will be hereafter paid. This affidavit must be on the form attached hereto and made part of this proposal.

Each bidder, who is a foreign corporation, i.e., a corporation not chartered in Ohio, but licensed to do business in Ohio, is required to submit with his bid an affidavit duly executed by the President or Executive Director of the corporation, stating in said affidavit that said foreign corporation had, in accordance with the provisions of the Revised Code of the State of Ohio, obtained a certificate authorizing it to do business in the State of Ohio. The certificates, or certified copies of same, are obtainable from the Office of the Secretary of State, Columbus, Ohio.

11) SPECIFICATIONS TO BE PART OF THE CONTRACT

Specifications, statements, and the proposal, which accompany the bids, which are accepted therewith, and which do not conflict with the provisions herein contained, shall be part of any contract that is entered into.

12) EXPLANATIONS (WRITTEN AND/OR ORAL)

Should a Bidder find a discrepancy in or omissions from these specifications, or should there be any doubt as to their meaning, Bidder shall at once make inquiry of the Manager of Procurement.

13) WITHDRAWAL OF PROPOSAL

No bid will be allowed to be withdrawn for ninety (90) days after it has been deposited with the Chief-Accountant.

14) CONSIDERATION OF BID

All proposals received in conformity with these specifications shall, as soon as possible be tabulated.

15) REJECTION OR ACCEPTANCE OF BIDS

The Executive Director reserves the right to accept or reject any or all bids, and any parts of any bid. In awarding a contract, the Executive Director reserves the right to consider all elements entering into the question of determining the responsibility of the bidder. 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. In case of any discrepancy between the price written in the bid and that given in figures for any item, the price in writing will be considered as the bid.

16) UNACCEPTABLE BIDS

No bid will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to METRO upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to said Authority or has failed to perform faithfully any previous contract with the Authority.

17) WORKERS’ COMPENSATION ACT

The Bidder 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 or elect and maintain status
as a Qualified Self Insured as allowed by the Act to cover all employees furnishing said services to METRO, and under the control of the Bidder, and shall relieve METRO from any costs due to accidents and other liabilities mentioned in said Act.

18) SOCIAL SECURITIES ACT

The Bidder shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, and old age retirement benefits or annuities now or hereafter imposed under any State and Federal law which are measured by the wages, salaries, or other remunerations paid to persons by the Bidder on work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or may be issued or promulgated under said respective laws by any duly authorized State or Federal officials; and said Bidder also agrees to indemnify and save harmless the Board of Trustees from any contributions or liability therefor.

19) EQUAL EMPLOYMENT OPPORTUNITY

In implementing the Project/Contract, the bidder/respondent may not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age or national origin. The Recipient 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.

20) DISADVANTAGED BUSINESS ENTERPRISE

1. The Federal Fiscal Year goal has been set by METRO in an attempt to match projected procurements with available qualified disadvantaged businesses. METRO goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by METRO as set forth by the Department of Transportation Regulations 49 CFR Part 26, and is considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Specifications. If the Contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE’s in the work provided, METRO may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract, but DBE participation is still a requirement.

(a) Policy - It is the policy of the Department of Transportation and METRO that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 applies to this Contract.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of METRO to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of METRO procurement activities is encouraged.

(b) DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the
Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

(c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, METRO may declare the Contractor noncompliant and in breach of contract.

(d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with METRO’s DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of METRO and will be submitted to METRO upon request.

(e) METRO will provide affirmative assistance as may be reasonable and necessary to assist the prime Contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

* Identification of qualified DBEs
* Available listing of Minority Assistance Agencies
* Holding bid conferences to emphasize requirements

2. DBE Program Definitions, as used in the contract:

(a) Disadvantaged business "means a small business concern":

i. Which is at least fifty-one (51%) percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least fifty-one (51%) percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

or

iii. Which is at least fifty-one (51%) percent owned by one or more women individuals, or in the case of any publicly owned business, at least fifty-one (51%) of the stock of which is owned by one or more women individuals; and

iv. Whose management and daily business operations are controlled by one or more women individuals who own it.

(b) "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.

(c) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

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, 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, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;

v. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

21) DBE PARTICIPATION REQUIREMENTS

All prime or general Contractors are hereby notified that they must show that all reasonable good faith efforts were made to have DBE participation or meet the minimum DBE participation goals on this contract, if applicable.

For a list of qualified DBEs please visit the State of Ohio's web site at www.ohioucp.org.

Please contact Lori Stokes, DBE Officer, (330) 762-7267 ext 3033, if you need assistance.

<This affidavit must be on the form provided by METRO, which is enclosed with this bid package>

22) AWARD OF CONTRACT

The contract shall be awarded to the lowest and best overall bid meeting the minimum requirements as set forth in the specifications. METRO will pay no interest, finance, or carrying charges on our unpaid balance. There will be no down payment or prepayment made as part of this award.

23) PATENT AND DATA RIGHTS-(N/A)

24) INELIGIBLE CONTRACTORS/DEBARMENT AND SUSPENSION

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, METRO may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to METRO if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.


5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into. It shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by METRO.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction. In addition to all remedies available to the Federal Government, METRO may pursue available remedies including suspension and/or debarment.

   <This affidavit must be on the form provided by METRO, which is enclosed with this bid package>

25) BUY AMERICA

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than $100,000).

The Bidder agrees to comply with 49 U.S.C. 5323(j) and 49 CFR 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 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A Bidder or Offeror must submit to METRO the appropriate Buy America certification (below) with all bids 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 non-responsive. This requirement does not apply to lower tier subcontractors.

Rolling Stock Requirements: If the highest ranking Bidder certifies compliance, then the Bidder must provide the following information within five (5) days of the staff recommendation for award in order for METRO to verify compliance prior to contract award as required by the FTA:

   a. Listing of component and subcomponent parts of the coach identified by manufacturer of the parts, their country of origin and costs; and

   b. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

If the recommended Bidder is not in compliance, METRO will request that the next highest-ranking Bidder provide the necessary information. The successful Bidder will be required to update this information prior to acceptance of the equipment.

If the recommended Bidder is unable to certify compliance with the Buy America requirements, but believes that it may qualify for an exception to the requirements consistent with Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, METRO will tender the request for exception(s) to the FTA for review and approval on behalf of the Proposer.

The Bidder shall submit the following certifications:
a. Evidence that it will be capable of meeting the specifications; and

b. The manufacturer’s Federal Motor Vehicle Safety Standards (FMVSS) self-certification sticker information that the vehicle complies with the relevant FMVSS, or the manufacturer’s certified statement that the contracted buses will not be subject to FMVSS regulations, if applicable.

Bidders are advised to review the specific Buy America Requirements contained in the regulations at 49 CFR Part 661.

This affidavit must be on the form provided by METRO, which is enclosed with this bid package.

26) AUDIT AND INSPECTION OF RECORDS

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 CFR 18.36(i), the Bidder agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Bidder which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 CFR 633.17, Bidder agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Bidder’s records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

3. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Bidder shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

4. The Bidder agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

5. The Bidder agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Bidder agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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

27) SUBCONTRACT APPROVAL

Any subcontract the Bidder may wish to enter into must be approved by METRO prior to the execution of the subcontract, and all the requirements of the FTA third party contracts must be included within said subcontracts to gain approval of METRO.

28) OWNERSHIP OF DOCUMENTS

METRO and FTA (if funded by federal funds) will become owners of all documents prepared by the Bidder upon payment for same by METRO, except any documents which may be protected by patent, lease or other written documents which provides proof of ownership.

29) AMENDMENTS TO THE CONTRACT
This agreement may be amended at any time, providing any amendment is in writing and approved by the Executive Director and the Contractor.

30) CARGO PREFERENCE (WHERE APPLICABLE)

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 twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading.)

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.

d. requires Bidders and subcontractors at every tier to use United States-flag air carriers, to the extent service by these carriers is available. When the contract may involve the international transportation of goods, equipment, or personnel by air, the contract must. 49 U.S.C. 40118 and 4 CFR Part 52.

31) ENVIRONMENTAL, RESOURCE CONSERVATION, AND ENERGY REQUIREMENTS

The Bidder and all of its subcontractors shall recognize mandatory standards and policies relating to the following requirements:

Energy Requirements

The Bidder agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state of Ohio energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Clean Water

(1) The Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Bidder agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Bidder also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Air

(1) The Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Bidder agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Bidder also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Recovered Materials
The Bidder 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 provisions 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.

32) SEISMIC SAFETY REQUIREMENTS

The Bidder 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 Bidder 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.

33) TERMINATE/BREACH OF CONTRACT

a. Termination for Convenience (General Provision) METRO may terminate this contract, in whole or in part, at any time with 30 days prior written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to METRO to be paid the Contractor. If the Contractor has any property in its possession belonging to METRO, the Contractor will account for the same, and dispose of it in the manner the METRO directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule. If the contract is for services, the Contractor fails to perform in the manner called for in the contract. If the Contractor fails to comply with any other provisions of the contract, METRO may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

c. Opportunity to Cure (General Provision) METRO in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to METRO’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 METRO setting forth the nature of said breach or default, 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 METRO 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 METRO elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by METRO shall not limit METRO's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

e. Termination for Convenience (Professional or Transit Service Contracts) METRO, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, METRO shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
f. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, METRO may terminate this contract for default. METRO shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

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

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

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

h. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, METRO may terminate this contract for default. METRO shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, METRO may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to METRO resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by METRO in completing the work.

The Contractor's right to proceed shall not be terminated nor will the Contractor be charged with damages under this clause if:

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of METRO, acts of another Contractor in the performance of a contract with METRO, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the Contractor, within ten (10) days from the beginning of any delay, notifies in writing of the causes of delay. If in the judgment of METRO, the delay is excusable, the time for completing the work shall be extended. The judgment of METRO shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of METRO.

i. **Termination for Convenience or Default (Architect and Engineering)** METRO may terminate this contract in whole or in part, for METRO’s convenience or because of the failure of the
Contractor to fulfill the contract obligations. METRO shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

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

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

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

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

If the termination is for the convenience of METRO, the 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, METRO determines that the 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 the Contractor, METRO, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

34) **TIE-BREAKING**

In the event of a tie, METRO shall award to the firm: 1) with the largest labor surplus in its metropolitan area; 2) the highest DBE participant; or 3) a business registered as a small business with the Small Business Administration.

In the event of a tie and after the aforementioned, the Bidder that submitted their bid first shall be awarded the contract.

35) **RIGHT TO PERFORM PRE-AWARD SURVEY**

METRO retains the right to review the apparent low Bidder's production schedule and past delivery performance to determine responsibility.

36) **RIGHT TO VERIFY PROPOSAL - SINGLE BID**

METRO shall verify proposals in the event of a single bid response, which shall automatically convert this solicitation to a negotiated purchase, which shall require the Contractor/bidder to negotiate a fair and equitable price. METRO retains the right to request certifiable/cost analysis data, which the bidder must provide.
37) **RIGHT TO AUDIT**

METRO retains the right to audit the Bidder's proposal to determine that prices proposed are fair and equitable.

38) **RIGHT TO ADJUST COST**

If METRO determines during the life of the contract that data submitted by the Bidder is not current, incomplete, or is inaccurate, METRO and Bidder shall negotiate a mutually agreeable adjustment in cost.

39) **CONTRACT CHANGE ORDERS**

Written Change Orders: Oral change orders are not permitted. No change in this contract shall be made unless METRO’s Executive Director gives prior written approval. The Bidder shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly approved by written notice.

Change Order Procedure: Within thirty (30) calendar days after receipt of a written change order request, the Bidder shall submit a detailed price and schedule proposal for the work to be performed. The proposal shall be accepted or modified by negotiations between the Bidder and METRO. At that time both parties shall execute a detailed agreement in writing.

40) **DEVIAION FROM SPECIFICATIONS**

All proposals shall be based upon strict adherence to the specifications contained herein. Any proposer finding it necessary or desirable to deviate from the specifications in any manner (including requests for approved equals) or simply desiring an interpretation of the Contract Documents, shall submit a written request to METRO to be received no later than ten (10) work days prior to the due date for proposals detailing the desired deviation or interpretation. Proposers must identify those relevant physical, functional, or other characteristics of the requested change from specified services, materials or equipment that would enable the change to satisfy the specification. Minor differences in design, construction, or features, which do not effect reliability of the product from its intended use, may be accepted. METRO will render a prompt decision upon each request and will notify Proposers within five (5) work days of the due date for proposals. Only written communications will be authorized and binding. Any approved equal or deviation allowed, and all interpretations will be published to all prospective Proposers in the form of amendments to the specifications, to be issued as part of the contract. All Proposers must acknowledge receipt of all amendments.

41) **PROTESTS**

It is the policy of METRO to prepare specifications for invitation to bid or for requests for proposals that are not discriminatory in nature. All solicitations are to be open and free to all competing vendors whereby all have a reasonable chance to be successful and be awarded a contract.

If a Bidder that has submitted a proposal feels that a particular solicitation is unfair, the following procedure must be followed to register a proper protest and said procedure shall be part of all solicitations:

Pre-Bid Protest

**STEP 1.** Protest must be made in writing and addressed to the Secretary-Treasurer of METRO’s Board of Trustees no later than five (5) business days before the scheduled bid or RFP due date. Such protest must cite what the solicitation was for, and for what reason the protest is lodged.

**STEP 2.** The Secretary-Treasurer shall make all reasonable attempts to resolve the protest prior to the award of a contract, and may reschedule the bid opening date solely at their discretion if deemed necessary. The Secretary-Treasurer must make their decision no later than three (3) working days from date the protest is lodged.

Continue to Step 3 under Post-Bid procedures below
Post-Bid Protest

STEP 1. Protest must be made in writing and addressed to the Secretary-Treasurer no later than five (5) business days after the scheduled bid due date. Such protest must cite what the solicitation was for, and for what reason the protest is lodged.

STEP 2. The Secretary-Treasurer shall make all reasonable attempts to resolve the protest prior to the award of a contract. The Secretary-Treasurer must make their decision no later than five (5) business days from date the protest is lodged.

STEP 3. If the protest is not satisfactorily resolved at Step 2, the person or firm making the protest may request a hearing with his legal counsel and METRO. With METRO’s legal counsel serving as arbitrator on the matter. Request for such a hearing must be made within ten (10) business days of the original date the protest was filed.

STEP 4. If the protest is not satisfactorily resolved at Step 3, the person or firm making the protest may appeal, within thirty (30) working days of the original protest date, the matter to the Board of Trustees of the Transit Authority, who shall assign the matter to the appropriate standing committee of the Board who shall hold a hearing within fifteen (15) business days on the matter and make recommendation to the full Board to be considered at its next regularly scheduled meeting.

The decision of the Board shall be final and binding on all parties. Appeal from the decision of the Board or any request by an adversely affected party may be submitted in writing to the Federal Transportation Administration (FTA). FTA’s recourse shall only consider protest appeals where the local protest procedure does not exist or where the local procedure was not followed.

42) INVOICING

Construction:

All requests for payment shall be mailed to the Owner’s Representative who will be identified at the preconstruction meeting.

All invoices that include payment for labor shall include proper affidavits for payments of prevailing wages.

Invoices will have a ten (10%) percent retainage. Retainage will be released upon completion of all punch list items and/or disputed cost.

NOTE: No finance charges shall be paid by METRO, and payment will be made in a reasonable length of time after approval of the METRO Board of Trustees and receipt of funds from FTA or the State of Ohio, where applicable. There will be no prepayments or down payments made on this procurement.

Payment will be made by METRO via ACH when possible, please complete the ACH payment form.

<This form is provided by METRO, which is enclosed with this bid package>

Prompt Payment

The Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than ten (10) days from receipt of each payment the Contractor receives from METRO. The Contractor agrees further to return retainage withheld to ensure satisfactory completion of the work, to each subcontractor within thirty (30) days after subcontractor completes the specified work as verified by payment from METRO.
43) DELINQUENT PERSONAL PROPERTY STATEMENT

Each Bidder is required to submit with its proposal a statement affirmed under oath that they are not charged at the time of bid was submitted with any delinquent personal property taxes on the general tax list of personal property in Summit County, Ohio. Bidder shall indicate if applicable, the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, copy of the statement shall be transmitted to the county treasurer within thirty (30) calendar days of the date it is reviewed.

<This affidavit must be on the form provided by METRO, which is enclosed with this bid package>

44) DISCLOSURE OF LOBBYING ACTIVITIES

Bidders 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.

<This affidavit must be on the form provided by METRO, which is enclosed with this bid package>

45) NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Purchaser and Bidder acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

46) USE OF FEDERAL FUNDS

Please note that federal funds may be used with regard to this specification.

47) DRUG AND ALCOHOL TESTING-(N/A)

48) TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS-(N/A)

49) SCHOOL BUS REQUIREMENTS-(N/A)

50) RECORD RETENTION

The successful Bidder must retain in its files of business activity records for a period of three (3) years per 49 CFR § 18.36 (i) (11).

51) PRE-AWARD AND POST-DELIVERY AUDIT (ROLLING STOCK PURCHASES ONLY)-(N/A)
52) CIVIL RIGHTS
The following requirements apply to the underlying contract:

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

   (a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, 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, the Contractor agrees to comply with any implementing requirements FTA may issue.

   (b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

   (c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

53) NOTICE OF FEDERAL REQUIREMENTS
Bidder shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (20) dated October 2013), as they may be amended or promulgated from time to time during the term of this contract. Bidder's failure to so comply shall constitute a material breach of this contract.

54) AMERICANS WITH DISABILITIES ACT

55) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Bidder acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Bidder also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

56) PRIVACY

The following requirements apply to the Bidder and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Bidder agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Bidder agrees to obtain the express consent of the Federal Government before the Bidder or its employees operate a system of records on behalf of the Federal Government. The Bidder understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Bidder also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

57) LABOR PROVISIONS

Pursuant to Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR, Part 5, and pertaining to all federally-assisted non-construction contracts of $2,500 let by THE AUTHORITY, the affected Contractor shall comply with the following provisions:

a. Overtime Requirements. No Bidder or subcontractor, contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic, in any work week in which he or she is employed on such work, to work in excess of eight (8) hours in any calendar day or in excess of forty (40)
hours in such work week, unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1 1/2) the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week, whichever is greater.

b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in Subparagraph (b) (1), 29 CFR, Section 5.5, the Bidder and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a Territory, to such District or to such Territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Subparagraph (b) (1) of 29 CFR, Section 5.5, in the sum of ten ($10) dollars for each calendar day in which such individual was required or permitted to work in excess of eight (8) hours or in excess of the standard work week of forty (40) 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 Wage and Liquid Damages.** DOT or the recipient shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Bidder or subcontractor under any such contract or any other Federal contract with the same price Contractor, or any other Federally assisted contract subject to the contract work hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subparagraph (b) (2) of 29 CFR, Section 5.5.

d. **Subcontracts.** The Bidder or subcontractor shall insert in any subcontracts the clauses set forth in subsections A through D of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Bidder shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subsections A through D of this Section.

e. **Non-Construction Contracts.** In addition to the clauses contained in 29 CFR, Section 5.5 (b) or subsections A-D of this Section, in any contract subject only to the contract work hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR, Section 5.1, THE AUTHORITY shall insert a clause requiring that the Contractor 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 such employee, Social Security Number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, THE AUTHORITY shall require the Contracting Officer to insert in any such contract a clause providing that the records to be maintained under this subsection shall be made available by the Contractor or subcontractor for inspection, copying or transcription by authorized representatives of DOT and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

58) LIQUIDATED DAMAGES (Rolling Stock)-(N/A)

METRO shall access a penalty of $100.00 per calendar day as liquidated damages in the event the project is not completed by the pre established completion date set forth in the contract. The charge so stated is an estimate of METRO’s minimum cost incurred by the late completion and said shall be deducted from the Contractor’s last payment request, or invoiced in the event that no funds are owed.

59) FLY AMERICA (WHERE APPLICABLE)

The Bidder 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 subrecipients 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.

60) CHARTER BUS-(N/A)

61) BUS TESTING-(N/A)

62) ASSIGNMENT OF OPTIONS-(N/A)

63) INSURANCE AND TAXES

The Bidder shall obtain and maintain in full force and effect throughout the term of the contract, such insurance and Workers Compensation Insurance as set forth herein. The Proposer shall assume full financial responsibility for its personnel, including all deductions of Social Security and withholding taxes and required contributions to state and federal unemployment compensation funds. Awarded Proposer shall include all Subcontractors as insured under its policies or shall furnish separate certificates or endorsements for each Subcontractor. All Subcontractors shall be subject to all of the requirements stated herein.

Proposer shall indemnify, hold harmless and defend the public entity, its officers, employees, agents and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney’s fees which METRO, its officers or employees may hereafter sustain, incur or be required to pay, arising solely out of or by reason of any act or omission of Proposer, its agents, servants or employees, in the execution, performance or failure to adequately perform Proposer’s obligations pursuant to this contract.

Bidder shall provide Certificates of Insurance evidencing such coverage to METRO before the commencement of any work under any Contract resulting from this proposal.

A. Comprehensive General Broad Form or Commercial General Liability: $1,000,000 combined single limits per occurrence and $1,000,000 annual aggregate covering bodily injury, personal injury and property damage.

B. Automotive Liability: $1,000,000 combined single limit per accident for bodily injury and property damage, or split limits of $500,000 per person/$1,000,000 per accident for bodily injury and $250,000 per accident for property damage.

METRO and its officers, employees and agents shall be endorsed to above policies as Additional Insured for such liability as may be incurred on the performance of any Contract resulting from this proposal.

C. Workers’ Compensation Statutory coverage, if and as required according to the State Labor Code. The policy shall be endorsed to waive the insurer’s subrogation rights against METRO.

Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by METRO’s Executive Director.

Each of the above-required policies shall be endorsed to provide METRO with thirty (30) days prior written notice of cancellation. METRO is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the
continuing duty of the awarded Proposer to furnish insurance during the term of any Contract resulting from this proposal.

These requirements assume that standard insurance policy forms, terms, and conditions will apply to cover the expected risk exposures for the intended Scope of Work. Additional qualifying policy conditions or special endorsements may be specified in a Contract resulting from this proposal depending on the final Scope of Work agreed on by METRO and the awarded Proposer.

64) INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any METRO requests which would cause METRO to be in violation of the FTA terms and conditions.

65) PUBLIC RECORDS

Under State of Ohio law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this request for proposals (the “documents”) become a public record after the procurement process has been completed, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

66) GRATUITIES

Neither the Bidder nor any person, firm, or corporation employed by the Bidder shall give, directly or indirectly, to any employee or agent of METRO, any gift, money, or anything of value, or any promise, obligation, or contract for future reward or compensation, during the proposal process or during the performance of any contract period resulting from this proposal.

67) GOVERNING LAW

The Agreement, which may ensue under this solicitation, shall be governed exclusively by the federal laws of the United States of America and the laws of the State. THIS AGREEMENT WILL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS OR BY THE PROVISIONS OF ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE, THE APPLICATION OF WHICH IS EXPRESSLY EXCLUDED.

The laws of the State shall govern the rights, obligations, and remedies of the parties. Whenever there is no applicable state statute or decisional precedent governing the interpretation of, or disputes arising under or related to, this contract, then Federal common law, including the law developed by Federal boards of contract appeals, the United States Claims court (formerly the Court of Claims), and the Comptroller General of the United States, shall govern. Venue of any action shall lie exclusively in the County of Summit, Ohio. This is the complete agreement between the parties. If any provision of the contract is found to be invalid or unenforceable, the remaining provisions shall not be impaired.

Should either party institute any action to enforce this Agreement, or any provision hereof, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorney’s fees.

68) VETERANS’ PREFERENCE

Veterans Employment. Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an
employer to give 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 former employee.

69) **“RESPONSIBILITY” REQUIREMENTS**

In addition to the Common Grant Rules that require contract awards be made only to responsible contractors, Federal transit law at 49 U. S. C. Section 5325(j) limits third party contractor awards to those contractors capable of successfully performing under the terms and conditions of the proposed contract. Before selecting a contractor for award, the recipient must consider such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. METRO may require prior to the award of a contract documentation of the apparent lowest responsive bidders financial stability.

69 -126 Not used
RULES AND REGULATIONS PERTAINING TO CONSTRUCTION CONTRACTS ONLY

126. LABOR PROVISIONS
Construction contracts/projects of $2,000.00 or more:

(1) Minimum Wages

(a) 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 the 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 29 CFR § 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs that cover that 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 at 29 CFR § 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 classification and wage rates conferred under 29 CFR § 5.5(a)(2)) 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.

(b) The contracting officer shall require that any class of laborers or mechanics that is not listed in the wage determination and that is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer 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.

(c) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer 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 contracting officer 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 thirty (30) days of receipt and so advise
the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(e) The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR § 5.5(a)(1)(v)(B) or 29 CFR § 5.5(a)(1)(v)(C), 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.

(f) 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.

(g) 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.

(2) Withholding

The Federal Transit Administration (FTA) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor, under this agreement or any other federal contract with the same recipient 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 side of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction of development of the FTA assisted project), all or part of the wages required by the contract, FTA 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

(a) 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 C.F.R. § 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 costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship program and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to FTA if FTA is a party to the contract; but if FTA is not such a part, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to FTA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i). 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 no. 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.

1. 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 supervised the payment of the persons employed under the contract and shall certify the following:

2. That the payroll for the payroll period contains the information required to be maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;

3. 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 that permissible deductions as set forth at 29 CFR Part 3;

4. That each laborer or mechanic has been paid not less that 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.


6. The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. § 1001 and 31 U.S.C. § 231.

(c) The Contractor or subcontractor shall make the records required under 29 CFR § 5.5(a)(3)(i) available for inspection, copying, or transcription by authorized representatives of FTA or the Department of labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor of subcontractor fails to submit the required records or make them available, FTA 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 make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

(4) Apprentices and Trainees

(a) 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 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 that the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman 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 determines that a different practice prevails for the applicable apprentice classification, fringe benefits 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.

(b) 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 that 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 that 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.

(c) Equal Employment Opportunity - The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order No. 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 herein by reference.
(6) **Contract Termination: Debarment** - A breach of contract clauses in 29 CFR § 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR § 5.12.

(7) **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 incorporated herein by reference.

(8) **Disputes Concerning Labor Standards** - Disputes arising out of the Labor Standards provisions of this contract shall not be subject to the general dispute 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.

(9) **Certification of Eligibility**

(a) By entering into the agreement or a third party contract financed under this agreement, the Contractor certifies that neither it (nor he nor she) nor any person or firm that 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).

(b) 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).

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

(10) **Overtime Requirements** - No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any 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 at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

(11) **Violation: Liability for Unpaid Wages; Liquidated Damages** - In the event of any violation of the requirements of 29 CFR § 5.5(b)(1), the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of 29 CFR § 5.5(b)(1) in the sum of $10.00 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 29 CFR § 5.5(b)(1).

(12) **Withholding for Unpaid Wages and Liquidated Damages** - FTA or the recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontract under any such contract or any other federal contract with the same prime Contractor, or any other federally assisted contract subject to the contract work hours and safety standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy an liabilities of such Contractor or subcontractor unpaid wages and liquidated damages as provided in the clause set forth at 29 CFR § 5.5(b)(2).

(13) **Subcontracts** - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Part II, subsections 126.a(1) through (13) of this agreement and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Part II, subsections 126.a(1) through 126.a(12) of this agreement.
Suspended Helper Provision - The following provision may be substituted for the terms of Section 126.a(1)(b) for any third party contract awarded before October 21, 1993.

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

   a. Except with respect to helpers as previously defined in 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

   b. The classification is utilized in the area by the construction industry; and

   c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

   d. With respect to helpers as previously defined in 29 CFR § 5.2(n)(4), such a classification prevails in the area in which the work is performed.

2. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer 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 contracting officer 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 contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

4. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR § 5.5(a)(1)(ii)(B) or 29 CFR § 5.5(a)(1)(ii)(C), 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.

127. NON DISCRIMINATION

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

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, disability or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the Secretary of Labor and the Federal Transit Administration (FTA) for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of such rules, regulations, or orders, this agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal or federally assisted contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.

g. The Contractor will include the provisions of paragraphs (a) through (g) of this subsection in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Secretary of Labor or FTA may direct as a means of enforcing such provisions, including sanctions for non compliance; provided, however, that if a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

128. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATION (EXECUTIVE ORDER NO. 11246) (CONSTRUCTION CONTRACTS IN EXCESS OF $10,000.00).

Standard federal equal employment opportunity construction contract specifications (Executive Order No. 11246):

(1) As used in these specifications:

(a) "Covered Area" means the geographical area described in the solicitation from which this contract resulted;

(b) "Director" means director, office of federal contract compliance programs, United State Department of Labor, or any person to whom the director delegates authority;

(c) "Employer identification number" means the federal social security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941;

(d) "Minority" includes:

   (i) Black (all persons having origins in any of the black African racial groups not of Hispanic origin);
(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the far east, southeast Asia, the Indian subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(3) If the Contractor is participating (pursuant to 41 CFR § 60-4.5) in a hometown plan approved by the U.S. Department of Labor in the covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such hometown plan. Each Contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any covered Contractor's or subcontractor's failure to make good faith efforts to achieve the plan goals and timetables.

(4) The Contractor shall implement the specific affirmative action standards provided in paragraphs (7) (a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any office of federal contract compliance programs office or from federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goal in each craft during the period specified.

(5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order No. 11246, or the regulations promulgated pursuant thereto.

(6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(7) The Contractor shall take specific Affirmative Actions to ensure Equal Employment Opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement Affirmative Action steps at least as extensive as the following:
(a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(b) Establish and maintain an current list of minority and female recruitment sources, provide written notice to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(c) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(d) Provide immediate written notification to the director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities or women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under (7) (b) above.

(f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO Policy on bulletin boards accessible to all employees at each location where construction work is performed.

(g) Review, at least annually, the company's EEO policy and Affirmative Action obligations under these specifications with all employees having responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foreman, etc. prior to the initiation of construction work at any job site., A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(h) Disseminate the Contractor's EEO Policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO Policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

(i) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the
Contractor shall send written notice to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of the Contractor's work force.

(k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

(l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(m) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO Policy and the Contractor's obligations under these specifications are being carried out.

(n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between sexes.

(o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

(p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

(8) Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations set forth in paragraphs (7) (a) through (p). The efforts of a Contractor association, joint Contractor-Union, Contractor-Community, or other similar group of which the Contractor is a member and participant, may be ascertained as fulfilling any one or more of its obligations under paragraphs (7) (a) through (p) of these specifications, provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

(9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the executive order if a particular group is employed in a substantially disparate manner (even though the Contractor has achieved its goal for women generally, the Contractor may be in violation of the executive order if a specific minority group of women is underutilized).

(10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(11) The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to executive order No. 11246.

(12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the equal opportunity clause, including suspension, termination and
cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order No. 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order No. 11246, as amended.

(13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the executive order, the implementing regulations, or these specifications, the director shall proceed in accordance with 41 CFR § 604.8.

(14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO Policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, laborer, or helper), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form however, to the extent that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

(15) Nothing herein provided shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the public works employment act of 1977 and the community development block grant program).

129. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER NO. 11246):

(1) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specification" set forth herein.

(2) (a) The goals and the timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area.

(b) These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

(c) The Contractor's compliance with the executive order and the regulations at 41 CFR Part 60-4 shall be based on its implementation of the equal opportunity clause, specific affirmative action obligations required by the specifications set forth at 41 CFR § 60-4.3 (a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the executive order, and the regulations in at 41 CFR Part 60-4 compliance with the goals will be measured against the total work hours performed.

(3) The Contractor shall provide written notification to the director of the office of federal contract compliance programs within ten (10) working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone...
number of the subcontractor; employer identification number of the subcontractor; 
estimated dollar amount of the subcontract; estimated starting and completion dates of the 
subcontract; and the geographical area in which the subcontract is to be performed.

(4) As used in this notice, and in the contract resulting from this solicitation, the "covered area" 
is State of Ohio, Summit County, and in the City of Akron.

130. LIQUIDATED DAMAGES (CONSTRUCTION)

METRO shall access a penalty of $100.00 per day as liquidated damages in the event the project 
is not completed by the pre established completion date set forth in the contract. The charge so 
stated is an estimate of the Authority’s minimum cost incurred by the late completion. 
Documentation shall be provided to the Contractor in the event that completion is late and said 
shall be deducted from the Contractor’s last payment request or billed in the event that no bills 
are owed.

131. PROJECT SIGNS (CONSTRUCTION)

The Contractor agrees to provide 4’ by 8’ signs at all main entrances to the construction site. 
Said signs must identify the project sponsors (FTA, ODOT, METRO, etc), the project number and 
the Contractor(s).
THE FOLLOWING PAGES MUST BE FILLED OUT COMPLETELY BY THE BIDDER:
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
- Lower Tier Covered Transaction

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 CFR § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The bidder respondent and all subcontractors hereby certifies that he/she has not been debarred or suspended from participation in Federal contracts. Please note - separate certification may be photo copied and submitted by each subcontractor. (Pursuant to 49 CFR, Part 29)

<table>
<thead>
<tr>
<th>CERTIFIED (Contractor)</th>
<th>CERTIFIED (Sub-Contractor(s))</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company</td>
<td>Company</td>
</tr>
<tr>
<td>Signed By</td>
<td>Signed By</td>
</tr>
<tr>
<td>Name &amp; Title</td>
<td>Name &amp; Title</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>
DELINQUENT PERSONAL PROPERTY STATEMENT

____________________________________, hereby affirms under oath, pursuant to Ohio Revised Code Section 5719.042, that at the time the bid was submitted by ___________________________ (company) was / was not (please circle one) charged with delinquent personal property taxes on the General Tax List of Personal Property for Summit County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Summit County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below. A copy of this statement shall be transmitted to the Summit County Treasurer within thirty (30) days of the date it is submitted. If a contract is entered into, a copy of this statement shall also be incorporated into the contract between METRO and the bidder and no payment shall be made with respect to any contract unless such statement has been so incorporated as a part thereof.

$  Delinquent Personal Property Tax *

$  Penalties *

$  Interest *

$  Total *

Company

Signed By

Name & Title

Date

State of ______________

County of ______________

SWORN TO BEFORE ME THIS __________ DAY OF ________________, 20__.

___________________________________

NOTARY PUBLIC

SEAL

MY COMMISSION EXPIRES

* Mark “N/A” if not applicable
Certification requirement for procurement of steel, iron, or manufactured products.

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at $100,000.)

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

The Bidder or Offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Company

Signed By

Name & Title

Date

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

The Bidder or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Company

Signed By

Name & Title

Date
DISCLOSURE OF LOBBYING ACTIVITIES

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

Executed this _____ day of _______________, 20__.

Name of Bidder

Address

City/State/Zip

Name of Contractor's Authorized Official

Signature of Contractor's Authorized Official

Title of Contractor's Authorized Official
ACH payment authorization form

Vendor Name: _______________________________________________________

I (we) hereby authorize METRO Regional Transit Authority (METRO), to initiate automatic deposit (credits) to my account at the financial institution named below. Additionally, I authorize METRO to make any debit entries/adjustments for any errors in credit entries.

Further, I agree not to hold METRO responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds into my account.

This authority is to remain in full force and effect until METRO has received written notification of cancellation from me or my financial institution and that the origination of the ACH transactions to my (our) account must comply with the provisions of U.S. law.

BANK ACCOUNT INFORMATION:

__________________________________________   ______ _______________________________
Account Name (Type or print) Name of Bank

_________________________________________ _________ ____________________________
ABA Routing Number (9 Digit) Bank Account Number

______ Checking Account or ______ Savings Account

Vendor contact Information:

Address: _____________________________________________
_____________________________________________

Phone: ________________________________________  Email:  _____________________________________

Name/Title: ________________________________________________ Date: ____________________________________

Authorize signature:  _____________________________________________________________________

Email address for payment notification: ____________________________________________________
The bidder hereby agrees that the Executive Director of the Authority has the right to reject any and all bids and to waive informality in any bid and that the bidder shall not dispute the correctness of the quantities used in computing the lowest and best bid.

NAME OF BUSINESS

ADDRESS

CITY, STATE, ZIP CODE

SIGNATURE OF OFFICER, PARTNER, OR OWNER

NAME AND TITLE
NON-COLLUSION AFFIDAVIT

This affidavit is to be filled out and executed by the bidder; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should always appear on the line marked "Name of Affidavit." The affidavit's capacity, when a partner or officer of a corporation, should be inserted on lines marked "Capacity." The affidavit should sign individual name at end not partnership or corporation name, and swear to said affidavit before a notary public, who must attach his/her seal.

State of _________,
County of _________,

I, ___________________________________ being first duly sworn, do hereby state that
(Name of Affidavit)

I am ________________________ of ________________________________________
(Capacity)     (Name of Firm, Partnership, Corporation)

whose business is _________________________________________________________

and who resides at _________________________________________________________

and that _________________________________________________________________
(Give names of all persons, firms, or corporation interested in the bid)

is/are the only person(s) with me/us in the profits of the herein contained contract; that the contract is made without any connection or interest in the profits thereof with any persons making any bid or proposal for said work; that the said contract is on my/our part, in all respects fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.

______________________________
SIGNATURE OF AFFIDAVIT

SWORN TO BEFORE ME THIS __________ DAY OF _________________, 20__.

______________________________
NOTARY PUBLIC

SEAL

______________________________
MY COMMISSION EXPIRES
NOTE:

Failure to complete the following DBE forms will result in non-compliance and result in a “No Bid” from your firm.

The bidder is to fill out the following forms:

1) AFFIDAVIT OF COMPLIANCE (only if the bidder is a DBE firm)
2) CERTIFICATE OF DBE ASSURANCE
3) SCHEDULE D (if there are no DBE firms available)
4) BIDDERS LIST

Any DBE subcontracted firm are to fill out the following forms:

1) AFFIDAVIT OF COMPLIANCE
2) LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
TO BE FILLED OUT ONLY BY GENERAL BIDDERS THAT ARE
DISADVANTAGED BUSINESS ENTERPRISE
OR SUBCONTRACTORS WHO ARE DBE.

AFFIDAVIT OF COMPLIANCE

DISADVANTAGED BUSINESS ENTERPRISE

State of _______________

County of ______________

I hereby declare and affirm, that I am the ________________________________
(State Title)
and duly authorized representative of ___________________________________
(State Name of Firm)
whose address is ______________________________________________________

I hereby declare and affirm that I am a Disadvantaged Business Enterprise (DBE) as defined by the
specifications and that I will provide information requested by the METRO Regional Transit Authority to
document this fact.

I do solemnly declare and affirm, under the penalties of perjury, that the contents of the aforementioned
document are true and correct and that I am authorized, on behalf of the above firm, to execute this affidavit.

DATE ___________________  ____________________________________

SIGNATURE OF AFFIANT

On this _______ day of ________________, 20__, before me the above named officer appeared, known
to me to be ________________________________ and the person described in the foregoing Affidavit and
that he/she did execute the same in the capacity therein stated and for the purpose stated.

IN WITNESS THEREOF, I hereunto set my hand and official seal,

____________________________________
NOTARY PUBLIC

(SEAL)

COMMISSION EXPIRES
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

From:__________________________________ (Name of DBE Firm)
To: ____________________________________ (Name of Prime Contractor) and
the METRO Regional Transit Authority (METRO)

The undersigned is prepared to provide the following described services or supply the
following described goods in connection with RFP/IFB number ______________:

<table>
<thead>
<tr>
<th>Description of Work</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>

Sub (or Grand) Total: $_____________________

Sub-Contracting Levels:

_____% of the dollar value of the DBE’s subcontract will be sublet to non-DBE contractors.
_____% of the dollar value of the DBE’s subcontract will be sublet to DBE contractors.

NOTICE: If DBE will not be sub-contracting any of the work described in this schedule, a
zero ("0") must be shown in each blank above.

Disadvantaged Contractor Business Name

Address

City/State/Zip

Name of Officer for DBE firm

Signature of Authorized Official

Title of Officer for DBE firm

Date

Phone Number

Fax Number

Email Address
CERTIFICATE OF DBE ASSURANCE

In connection with the contract to be awarded as a result of the bid issued by the METRO Regional Transit Authority:

I hereby certify that I am the ________________________________ (title) and
duly authorized representative of ____________________________ (name of firm)
whose address is _________________________________________________________________
___________________________________________________________________________

I do hereby assure METRO that I have read and am familiar with the requirements for disadvantaged business participation by companies contracting with METRO and that it is the intention of the undersigned to meet such DBE goals.

I understand that METRO has established a goal of 5% Disadvantaged Business Enterprise participating on this contract. I further understand that these goal percentages are based on the total dollar value of the awarded contract.

Prior to the execution of the contract, I understand that this company may not remain in competition unless it shows that all reasonable good faith efforts were made to have DBE participation on this contract.

NAME OF PRIME CONTRACTOR

SIGNED BY

NAME AND TITLE
NAME OF PROJECT ________________________________

PROJECT NUMBER ________________________________

NOTE: The bidder must prepare one of these forms for each DBE contract made where the DBE was found not to be ready, willing, or able to perform the work solicited. If the bidder was unable to obtain the DBE signature, the form must be completed to the best of the bidder’s ability, indicating the reason for the absence of DBE signature.

I, ___________________________________, __________________________________ of (TITLE) ________________________________________, certify that on ______________________ (PRIME OR GENERAL BIDDER) (DATE) I contracted the following DBE Contractor to obtain a bid for work items to be performed on the above-captioned contract.

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>WORK ITEMS SOUGHT</th>
<th>FORM OF BID SOUGHT, I.E., DBE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>UNIT PRICE, MATERIALS AND</td>
</tr>
<tr>
<td></td>
<td></td>
<td>LABOR, LABOR ONLY, ETC.</td>
</tr>
</tbody>
</table>

To the best of my knowledge and belief, said DBE Contractor was unavailable (exclusive of unavailability due to lack of agreement on price) for work on this project, or unable to prepare a bid, for the following reason(s):

____________________________________________________________________________________

SIGNATURE: _________________________________ DATE: __________________________

____________________________________________ was offered an opportunity to bid on the above-identified work on ______________________ by ______________________ (DATE) (SOURCE)

The statement asserted above by the company, which contacted me, is a true and accurate account of why I did not submit a bid on the project.

SIGNATURE OF DBE: ______________________________ DATE: ______________________
SCHEDULE D-1: GRANT OF RELIEF FOR BIDDERS

If a bidder finds it impossible fully to meet the DBE goal of this contract, the bidder must request and include Schedule D Certification of Contractor Regarding Unavailability of DBE, accompanied by Documentation showing that all reasonable good faith efforts were made toward fulfilling the goal. The request and description of good faith efforts are required in affidavit format. Suggested reasonable efforts should include, but not be limited to:

(1) Attendance at the pre-bid conference if scheduled.

(2) The Contractor's general affirmative action policies regarding the utilization of DBEs.

(3) The advertisement in trade association newsletters and DBE-oriented and general circulation media, for specific sub-bids that would be at least equal to the percentage contract goal for DBE utilization.

(4) Notification of DBE Contractor Assistance agencies in writing before bids are due. (METRO will provide list upon request.)

(5) Direction negotiation with DBE for specific sub-bids; the actions taken must be reported in such a fashion as to include all the following items:

   (a) A detailed statement of the efforts to negotiate with DBEs including name, address, and telephone numbers of DBEs who were contacted; a description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed; a detailed statement of the reasons why additional prospective agreements with DBEs, if needed to meet the stated goal, were not reached.

   (b) A detailed statement of the efforts made to selected portions of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the stated goal.

   (c) As to each DBE contracted but which the bidder considers to be not qualified, a detailed statement of the reasons for the bidder conclusion.

   (d) As to each DBE contacted which the bidder considers to be unavailable, an Unavailability Certificate (Schedule D) signed by the DBE; or a statement from the bidder that the DBE refused to give such written certification after reasonable request and a statement from the bidder of the reasons for the bidder's conclusion.

(6) Efforts made by the Contractor to expand its search for DBEs beyond usual geographical boundaries to a reasonable area.

________________________________________________________________________________________

(7) If the Contractor is a distributor or manufacturer where it can be shown that the opportunity for DBE participation does not exist in work under this contract efforts must include an exhaustive research into the DBEs potential in the roles of sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract.

Information must be submitted, in affidavit form, stating the reasons, based on research, why DBE's participation will not be practically impossible to the extent of this contract.
BIDDERS LIST

In order to comply with 49 CFR Part 26, the DOT DBE rule. Bidders are required to complete the following information for **ALL** Contractors and Sub-contractors (including Sub-contractors contacted but not part of the Primes final proposal).

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>DBE status (Y/N)</th>
<th>Age of firm</th>
<th>Annual gross receipts of firm(s) (Circle letter)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(A) (B) (C) (D) (E)</td>
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<tr>
<td>Bidder:</td>
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Subs:

|      |         |                  |             | (A) (B) (C) (D) (E)                            |
|      |         |                  |             |                                               |
|      |         |                  |             |                                               |
|      |         |                  |             |                                               |
|      |         |                  |             |                                               |

Annual gross receipts legend: (A) less than $500,000  (B) $500,000 to $1,000,000  (C) $1,000,000 to $5,000,000  (D) $5,000,000 to $100,000,000  (E) Over $100,000,000
PROPOSAL
**PROPOSAL**

The METRO Regional Transit Authority reserves the right to reject any and/or all proposals and to rebid at any time. Only one (1) contract will be awarded. Bidder responding agrees to furnish to the METRO Regional Transit Authority the product as specified within the specifications.

All bids are to be quoted on a + (plus) or - (minus) basis which shall allow the Transit Authority to purchase more or less than specified, at the quoted prices.

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>UNIT</th>
<th>TOTAL COST IN FIGURES</th>
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| General Construction                        | _______________ | _______________ | _______________________

Bidder hereby acknowledges receipt of all addenda's by date received and number.

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Bidder hereby acknowledges that the proposal pages have been completed and included. Bidder hereby acknowledges that the appendices have been completed and included.

**COMPANY NAME**

**NAME**

**SIGNATURE**

**TITLE**

**DATE**

**ADDRESS**

**CITY/STATE/ZIP CODE**

**PHONE NUMBER**

**FAX NUMBER**

**EMAIL ADDRESS**

**SIGNED IN MY PRESENCE, THIS _______ DAY OF ____________, 20__ BY**

______________________________

**SIGNATURE OF NOTARY**

*NOTE* - Vendor is responsible to check akronmetro.org procurement section for any updates or Addendums made to this procurement.

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:
   1. Work covered by the Contract Documents.
   2. Type of the Contract.
   3. Use of premises.
   4. Owner's occupancy requirements.
   5. Work restrictions.
   6. Project Schedule.

B. Related Sections include the following:
   1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification: 2019 Bus Stop ADA Compliance Improvements (IFB 2020-12)

1. Project Location: Various sites throughout Akron, Fairlawn, Cuyahoga Falls and Barberton Ohio. Refer to the drawings.

B. Owner: Akron Metro Regional Transit Authority

1. METRO Contact:
   Timothy Smith
   416 Kenmore Boulevard,
   Akron, Ohio, 44301

C. Owner’s Representative: To be addressed at preconstruction meeting.

The Work consists of the following:

1. All work in accordance with specs/plans which includes, but is not limited to:
   a. The project consists of obtaining ROW permits, performing the work associated with the installation of 11 bus shelters, and installing 5 shelters at existing sites as described herein and shown on the project construction documents. Perform demolition to replace the existing sidewalks with ADA accessible walks and alighting areas. Assemble and install the owner provided shelters and bus stop
signage. Comply with City of Akron, Fairlawn, Cuyahoga Falls and Barberton standards, protect all existing utilities, provide all safety signage and protection while performing work for vehicular and pedestrian traffic, and patch all surrounding areas damaged as a result of construction.

b. Repair/Replace all storm drains damaged during construction.

2. All work shall be coordinated with the City of Akron, Fairlawn, Cuyahoga Falls and Barberton for ROW permits to be obtained by the contractor (all permit costs shall be included in the base bid proposal).

3. Contractor shall contact the City of Akron, Fairlawn, Cuyahoga Falls and Barberton for all ROW instructions and permit costs.

4. The contractor shall determine the actual days necessary to accomplish the work, and include all associated permit fees within their base bid.

5. The base bid work for shall include all work illustrated and defined on the drawings.

6. Metro RTA will purchase all new shelters and store at their headquarters locations. The contractor shall coordinate with Owner to pick up shelters from their facility. Once in the contractor’s possession the contractor is responsible for any damage inflicted onto the shelters. When unpackaging the shelters the contractor shall be responsible for cleaning up any debris created by unpackaging. The contractor will be permitted to use the Owner’s dumpsters to dispose of packaging.

7. The Brasco shelters are schedule for delivery of late September.

1.4 TYPE OF CONTRACT

A. Project will be constructed under a single prime contract.

1.5 USE OF PREMISES

A. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.

B. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations to work areas shown on drawings. Limit disturbance to 5 feet beyond the project site or area under construction.


3. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to the public and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

   a. Schedule deliveries to minimize use of driveways and entrances.
   b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

4. Phased Construction Requirements: Construct each site to limit impact to the public usage.
   a. Before commencing Work, submit an updated copy of Contractor’s construction schedule showing the sequence, commencement and completion dates for all phases (shelter site) of the Work.
1.6 OCCUPANCY REQUIREMENTS

A. Full Occupancy: Owner will occupy the site during entire construction period. Cooperate with the owner (the City of Akron, Fairlawn, Cuyahoga Falls and Barberton) during construction operations to minimize conflicts and facilitate public usage. Perform the Work so as not to interfere with day-to-day operations. Maintain existing exits, unless otherwise indicated.

1. Maintain access to existing walkways, driveways, and other adjacent occupied or used facilities. Do not close or obstruct walkways, driveways, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

B. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.

1. Owner's Representative will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.
2. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions.

1.7 WORK RESTRICTIONS

A. On-Site Work Hours: Work shall be generally performed during normal business working hours of 7:30 a.m. to 5:00 p.m., Monday through Friday, except as otherwise indicated. (Contractor is responsible to follow all local ordinances for times of construction).

1. Weekend Hours: Coordinate with Owner and AHJ.
2. Early Morning Hours: Coordinate with Owner and AHJ.
3. Hours for Utility Shutdowns: Coordinate with Owner and AHJ.

B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction (AHJ) for type, number, location, operation, and maintenance of fixtures and facilities.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Owner not less than three days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Owner’s written permission.

D. Contractor shall provide all necessary temporary construction signage to re-route vehicular and pedestrian traffic as required.
1.8 PROJECT SCHEDULE

A. Deadline for Bidder Questions: September 3rd, 2020 at 10:00am.

B. Bids Due: September 11th, 2020, at 10:00am.


D. Pre-Construction meeting: date and time TBD (gotomeeting may occur in lieu of in person meetings).


PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000
PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary
   Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
A. This Section specifies administrative and procedural requirements for handling and processing
   Contract modifications.
B. Related Sections include the following:
   1. Division 01 Section "Product Requirements" for administrative procedures for handling
      requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK
A. Owner will issue supplemental instructions authorizing Minor Changes in the Work, not involving
   adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect’s
   Supplemental Instructions."

1.4 PROPOSAL REQUESTS
A. Owner-Initiated Proposal Requests: Owner will issue a detailed description of proposed
   changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If
   necessary, the description will include supplemental or revised Drawings and Specifications.
   1. Proposal Requests issued by Owner are for information only. Do not consider them
      instructions either to stop work in progress or to execute the proposed change.
   2. Within time specified in proposal request after receipt of Proposal Request, submit a
      quotation estimating cost adjustments to the Contract Sum and the Contract Time
      necessary to execute the change.
      a. Include a list of quantities of products required or eliminated and unit costs, with
         total amount of purchases and credits to be made. If requested, furnish survey
         data to substantiate quantities.
      b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of
         trade discounts.
      c. Include costs of labor and supervision directly attributable to the change.
      d. Include an updated Contractor’s Construction Schedule that indicates the effect of
         the change, including, but not limited to, changes in activity duration, start and
         finish times, and activity relationship. Use available total float before requesting
         an extension of the Contract Time.

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

Akron METRO Regional Transit Authority
2019 Bus Stop ADA Compliance Improvements (IFB 2020-12)
2019129.03
August 06, 2020
B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Owner.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.


D. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 21 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 21 days after such authorization.

1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

1.5 CHANGE ORDER PROCEDURES

A. On approval of a Proposal Request, a Change Order will be issued with signatures of Owner and Contractor on AIA Document G701.
1.6 CONSTRUCTION CHANGE DIRECTIVE


1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600
SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Sections include the following:
   1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
   2. Division 01 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule
   1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
      a. Application for Payment forms with Continuation Sheets.
      b. Submittals Schedule.
      c. Contractor's Construction Schedule.
   2. Submit the Schedule of Values to Owner at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
   1. Identification: Include the following Project identification on the Schedule of Values:
      a. Project name and location.
      b. Name of Owner.
      c. Contractor's name and address.
      d. Date of submittal.
   2. Submit draft of AIA Document G703 Continuation Sheets. Retain subparagraph above or first subparagraph and associated subparagraphs below.
3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
   a. Description of the Work.
   b. Change Orders (numbers) that affect value.
   c. Dollar value.
      1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate. Include separate line items under required principal subcontracts for operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training in the amount of 5 percent of the Contract Sum.

5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
   a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.

7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
   a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as paid for by Owner.
   1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: Progress payments shall be submitted to Owner by the 30th of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.

C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Owner will return incomplete applications without action.
   1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
   2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to the Owner's Representative by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
   1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

F. Waivers of Mechanic’s Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
   1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage on each item.
   2. When an application shows completion of an item, submit final or full waivers.
   3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
   4. Submit final Application for Payment with or proceeded by final waivers from every entity involved with performance of the Work covered by the application that is lawfully entitled to a lien.
   5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
   1. List of subcontractors.
   2. Schedule of Values.
   3. Contractor's Construction Schedule (preliminary if not final).
   4. Products list.
   5. Submittals Schedule (preliminary if not final).
   6. List of Contractor's staff assignments.
   8. Certificates of insurance and insurance policies.

H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
   1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
   2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
   1. Evidence of completion of Project closeout requirements.
   2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
   3. Updated final statement, accounting for final changes to the Contract Sum.
   4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)  END OF SECTION 012900
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. Project meetings.
2. Requests for Interpretation (RFIs).

B. Related Sections include the following:

1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 COORDINATION

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.
4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

1.5 SUBMITTALS

A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:

   a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
   b. Indicate required installation sequences.
   c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Engineer for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

2. Number of Copies: Submit two opaque copies of each submittal. Owner, will return one copy.

   a. Submit five copies where Coordination Drawings are required for operation and maintenance manuals. Owner will retain two copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.

3. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.

1.6 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.

2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.

3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, within three days of the meeting.

B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner, but no later than 15 days after execution of the
Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Authorized representatives of Owner; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Discuss items of significance that could affect progress, including the following:
   a. Tentative construction schedule.
   b. Critical work sequencing and long-lead items.
   c. Designation of key personnel and their duties.
   d. Procedures for processing field decisions and Change Orders.
   e. Procedures for RFIs.
   f. Procedures for processing Applications for Payment.
   g. Submittal procedures.
   h. Preparation of Record Documents.
   i. Use of the premises and existing building.
   j. Work restrictions.
   k. Owner's occupancy requirements.
   l. Parking availability.
   m. Office, work, and storage areas.
   n. Equipment deliveries and priorities.
   o. First aid.
   q. Progress cleaning.
   r. Working hours.

3. Minutes: Record and distribute meeting minutes.

C. Progress Meetings: Conduct progress meetings at bi-weekly intervals. Coordinate dates of meetings with preparation of payment requests.

1. Attendees: In addition to representatives of Owner, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
   a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      1) Review schedule for next period.
   b. Review present and future needs of each entity present, including the following:
1) Status of submittals.
2) Deliveries.
3) Hazards and risks.
4) Progress cleaning.
5) Quality and work standards.
6) Field observations.
7) RFIs.
8) Status of proposal requests.
9) Pending changes.
10) Status of Change Orders.
11) Pending claims and disputes.
12) Documentation of information for payment requests.

3. Minutes: Record the meeting minutes.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
   a. Schedule Updating: Revise Contractor’s Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

1.7 REQUESTS FOR INTERPRETATION (RFIs)

A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.

1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor’s work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:

1. Project name.
2. Date.
3. Name of Contractor.
4. RFI number, numbered sequentially.
5. Field dimensions and conditions, as appropriate.
6. Contractor’s suggested solution(s). If Contractor’s solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
7. Contractor’s signature.
8. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
   a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.

C. Hard-Copy RFIs:
1. Identify each page of attachments with the RFI number and sequential page number.

D. Owner’s Action: Owner will review each RFI, determine action required, and return it. Allow seven working days for Engineer’s response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:
   a. Requests for approval of submittals.
   b. Requests for approval of substitutions.
   c. Requests for coordination information already indicated in the Contract Documents.
   d. Requests for adjustments in the Contract Time or the Contract Sum.
   e. Requests for interpretation of Owner’s actions on submittals.
   f. Incomplete RFIs or RFIs with numerous errors.

2. Owner’s action may include a request for additional information, in which case Owner’s time for response will start again.

3. Owner’s action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
   a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Owner in writing within 10 days of receipt of the RFI response.

E. On receipt of Owner’s action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Owner within seven days if Contractor disagrees with response.

F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly with the following information:
   1. Project name.
   2. Name and address of Contractor.
   3. Name and address of Owner.
   4. RFI number including RFIs that were dropped and not submitted.
   5. RFI description.
   6. Date the RFI was submitted.
   7. Date Owner’s response was received.
   8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SUBSTANTIAL COMPLETION PROCEDURES

A. Submittals Prior to Substantial Completion:
1. Contractor’s List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Final Completion: Complete the following a minimum of 4 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

2. Submit closeout submittals, including project record documents (As-built drawings and specifications), operation and maintenance manuals, final completion construction photographic documentation, and similar final record information.

3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

4. Format: Submit all closeout submittals and manuals in the following format: Initial submittal for review in electronic PDF format in color for A/E review. Final record submittal shall be submitted with 2 bound hard copies with 2 CD copies of all items.

END OF SECTION 013100
SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
   1. Contractor’s Construction Schedule.
   2. Submittals Schedule.

B. Related Sections include the following:
   1. Division 01 Section "Payment Procedures" for submitting the Schedule of Values.
   2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
   3. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
   4. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
   1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
   2. Predecessor Activity: An activity that precedes another activity in the network.
   3. Successor Activity: An activity that follows another activity in the network.

B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Owner.

C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

E. Event: The starting or ending point of an activity.

F. Float: The measure of leeway in starting and completing an activity.
G. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.

H. Major Area: A story of construction, a separate building, or a similar significant construction element.

I. Milestone: A key or critical point in time for reference or measurement.

J. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

K. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 SUBMITTALS

A. Qualification Data: For scheduling consultant.

B. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
   1. Scheduled date for first submittal.
   2. Specification Section number and title.
   3. Submittal category (action or informational).
   4. Name of subcontractor.
   5. Description of the Work covered.
   6. Scheduled date for Owner’s final release or approval.

C. Contractor’s Construction Schedule: Submit two opaque copies of initial schedule, large enough to show entire schedule for entire construction period.

1.5 QUALITY ASSURANCE

A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Owner’s request.

1.6 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor’s Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
   1. Secure time commitments for performing critical elements of the Work from parties involved.
   2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.
PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."

B. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.
1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Owner.
2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
4. Startup and Testing Time: Include not less than 5 days for startup and testing.
5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Owner's administrative procedures necessary for certification of Substantial Completion.

D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Contractor shall assign cost to construction activities on the CPM schedule. Costs shall not be assigned to submittal activities unless specified otherwise but may, with Owner's approval, be assigned to fabrication and delivery activities. Costs shall be under required principal subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training (if applicable), in the amount of 5 percent of the Contract Sum.
2. Each activity cost shall reflect an accurate value subject to approval by Owner.
3. Total cost assigned to activities shall equal the total Contract Sum.

E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragments to demonstrate the effect of the proposed change on the overall project schedule.
PART 3 - EXECUTION

3.1 CONTRACTOR’S CONSTRUCTION SCHEDULE

A. Contractor’s Construction Schedule Updating: At bi-weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate Actual Completion percentage for each activity.

B. Distribution: Distribute copies of approved schedule to Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200
INTERFERENCE WITH ROADS, STREETS, WALKS, AND OTHER ADJACENT OCCUPIED AND USED PAVEMENT, ETC., REMOVAL.

REMOVED TO A SUITABLE, PROTECTED STORAGE LOCATION THROUGHOUT CONSTRUCTION.

GENERAL: PROMPTLY DISPOSE OF DEMOLISHED MATERIALS. DO NOT ALLOW DEMOLISHED CLEAN ADJACENT BUILDINGS AND IMPROVEMENT OF DUST, DIRT, AND DEBRIS CAUSED BY START OF DEMOLITION.

ADJACENT BUILDINGS AND FACILITIES TO REMAIN. ENSURE SAFE PASSAGE OF PEOPLE, ENSURE SECURITY OF PROPERTY, AND THEN CLEANED AND REINSTALLED IN THEIR ORIGINAL LOCATIONS.

ELECTRICAL, OR MECHANICAL CONDITIONS.

DATES FOR SHUTOFF, CAPPING, AND CONTINUATION OF UTILITY SERVICES.

DETAILED SEQUENCE OF DEMOLITION AND REMOVAL WORK, WITH STARTING AND COMPLETION DATES FOR SHUTOFF, CAPPING, AND CONTINUATION OF UTILITY SERVICES.

NOTIFIED PRIOR TO COMMENCING OF ASSOCIATED WORK.

RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR DOCUMENTATION, OR OTHER INDUSTRY SOURCES. GPD DOES NOT WARRANT INFORMATION RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR DOCUMENTATION, OR OTHER INDUSTRY SOURCES. GPD DOES NOT WARRANT INFORMATION RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR DOCUMENTATION, OR OTHER INDUSTRY SOURCES. GPD DOES NOT WARRANT INFORMATION RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR DOCUMENTATION, OR OTHER INDUSTRY SOURCES. GPD DOES NOT WARRANT INFORMATION RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR DOCUMENTATION, OR OTHER INDUSTRY SOURCES. GPD DOES NOT WARRANT INFORMATION RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR DOCUMENTATION, OR OTHER INDUSTRY SOURCES. GPD DOES NOT WARRANT INFORMATION.

LADEN WATER SHALL BE WASHED INTO THE STORM SYSTEM. ALL SEDIMENT LADEN MATERIAL WILL BE REMOVED FROM THE SITE THEREAFTER. EXCEPT AS PERMITTED IN THE CONTRACT DOCUMENTS. ALL WORK SHALL BE CONDUCTED SO THAT MINIMUM DUST WILL BE GENERATED.

SUBCONTRACTOR.

JURISDICTION AND SPECIFICATIONS.


ALL DIMENSIONS AND RADII ARE GIVEN TO

UNLESS SPECIFIED OTHERWISE, THE COMPONENTS OF THE TOPOGRAPHIC SURVEY WILL BE PERFORMED BY THE CONTRACTOR.

AT THE END OF THE PROJECT, ALL DUMPSTERS TO DISPOSE OF PACKAGING.

RESPONSIBLE FOR ANY DAMAGE INFLICTED ONTO THE SHELTERS. WHEN UNPACKAGING THE SHELTERS, IT IS IMPORTANT TO USE STAIRWAY TO FLOOR LEVEL, AND TO AVOID ANY DAMAGE TO THE SHELTERS.

ADA GUIDELINES DO NOT PERMIT ANY CONSTRUCTION TOLERANCES ABOVE SLOPE 10%. THE CONTRACTOR SHALL PROVIDE ADDITIONAL SEED TO CORRECT ANY SLOPING AT ANY LOCATION WHERE SLOPE EXCEEDS 10%.

BUS SHELTER NOTES

PROPOSED BUS SHELTER AND BENCH (TOLAR)

PROPOSED BUS SHELTER SIGN AND POST

PROPOSED ALIGHTING AREA

EXISTING UNDERGROUND FIBER OPTIC LINES

EXISTING UNDERGROUND GAS LINES

EXISTING CURB & GUTTER

EXISTING CURB

EXISTING CENTER LINE

EXISTING RIGHT OF WAY LINE

EXISTING YARD LIGHT

EXISTING WATER SERVICE VALVE

EXISTING CURB INLET

EXISTING CATCH BASIN

EXISTING SIGNAL POLE

EXISTING POWER & TELEPHONE POLE

UTILITY NOTES

PROJECT MANAGER

Glaus, Pyle, Schomer, Burns & DeHaven, Inc.

METRO REGIONAL TRANSIT AUTHORITY

GPD GROUP, LLC

330.848.6741.

08/03/20
C-002

Chapter 6: Special Rooms, Spaces, and Elements

810.2.2 Dimensions. Bus stop boarding and alighting areas shall provide a clear length of 48 inches (1200 mm) minimum, measured perpendicular to the curbs or vehicle roadway edge, and a clear width of 42 inches (1067 mm) minimum, measured parallel to the vehicle roadway.

Figure 810.2.2

Dimensions of Bus Boarding and Alighting Areas

810.2.3 Connection. Bus stop boarding and alighting areas shall be connected to sidewalks, subways, or pedestrian paths by an accessible route complying with 402.

810.4 Slope. Provided to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:40.

810.5 Bus Shelters. Bus shelters shall provide a minimum clear floor or ground space complying with 105 entirely within the shelter. Bus shelters shall be connected by an accessible route complying with 402 to a boarding and alighting area complying with 810.2.

Figure 810.3

Bus Shelters

810.4 Bus Signs. Bus route identification signs shall comply with 703.5.1 through 703.5.4 and 703.5.7 and 703.5.10. In addition, to the maximum extent practicable, bus route identification signs shall comply with 703.5.5.

Exception: Bus schedules, timetables, and maps that are posted at the bus stop or bus bay shall not be required to comply.

810.5 Ramps. Ramps shall comply with 810.5.

810.5.1 Slope. Ramps shall not exceed 1:4 in all directions.

Exception: Where platforms are required to operate on existing track or track laid on existing roadways, the slope of the platform parallel to the track shall be permitted to be equal to the slope (grades) of the roadway or existing track.

810.5.2 Detectable Warnings. Platform boarding edges not protected by platforms screens or guards shall have detectable warning complying with 705 along the full length of the public use area of the platform.

810.5.3 Platform Edge Coordination. Station platforms shall be positioned to coordinate with vehicles in accordance with the applicable requirements of 2-01-3 Part 1902. Low-level platforms shall be 6 inches (150 mm) minimum above trip hazard.
GENERAL NOTES:
1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1.1-10. ELECTRODES SHALL CONFORM TO AWS 5.1, CLASS E70S-5.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1.2-08. ELECTRODES SHALL CONFORM TO AWS/SFA 5.10, CLASS ER4043.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.
7. ALL CORPORATE PROCEDURES, INCLUDING FABRICATION, MUST BE IN COMPLIANCE WITH TOLAR MANUFACTURING CO., INC. QUALITY CONTROL PROGRAM.
8. ALL CANOPY POSTS TO BE SUPPORTED BY 12"X12"X6" THICK CONCRETE SIDEWALK.
### DESIGNER DISTURBED

### WHEN EXTRA STRENGTH FILTER FABRIC AND CLOSER POST SPACING ARE USED, THE WIRE MUST BE REMOVED.

- **EVENT:** When the silt fence is removed, the accumulated sediment should be rainedfall event to insure that they are intact and there are no gaps at the barrier location.

### MAINTENANCE:

- **MAXIMUM OF 10 FEET APART AT THE BARRIER LOCATION AND DRIVEN SECURELY INTO THE ELEVATION NO SLOPE**

### JOINING SECTIONS

- **10" MAXIMUM**

### FABRIC PROPERTIES

<table>
<thead>
<tr>
<th>MINIMUM PUNCTURE STRENGTH</th>
<th>APPARENT OPENING SIZE</th>
</tr>
</thead>
<tbody>
<tr>
<td>34&quot; MINIMUM</td>
<td>12&quot; MIN.</td>
</tr>
<tr>
<td>12&quot; MIN.</td>
<td>32&quot; MIN.</td>
</tr>
<tr>
<td>18&quot; MIN.</td>
<td>6&quot; MIN.</td>
</tr>
<tr>
<td>24&quot; MIN.</td>
<td>2&quot; MIN.</td>
</tr>
</tbody>
</table>

### MATERIAL TYPE

- **DEGRADABLE**

### DUST CONTROL

- **PAVED AREAS THAT HAVE ACCUMULATED SEDIMENT FROM CONSTRUCTION SHOULD BE CLEANED DAILY, OR AS NEEDED, UTILIZING A STREET SWEEPER OR BUCKET-TYPE ENDLOADER OR DUMP STRAPS 2**

### SOLUBLE SALT CONCENTRATION

<table>
<thead>
<tr>
<th>MATERIAL</th>
<th>DIAMETERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/4&quot; X 3/4&quot; MAX. APERTURE SIZE</td>
<td>1/8&quot;</td>
</tr>
</tbody>
</table>

### UV RESISTANCE

- **LONGEVITY**

### COMPOST SOCK FABRIC MINIMUM SPECIFICATIONS

<table>
<thead>
<tr>
<th>MATERIAL TYPE</th>
<th>DIAMETERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>POLYPROPYLENE</td>
<td>1/8&quot;</td>
</tr>
</tbody>
</table>

### pH

<table>
<thead>
<tr>
<th>MATERIAL TYPE</th>
<th>pH VALUES</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEGRADABLE</td>
<td>5.0 dS MAXIMUM</td>
</tr>
</tbody>
</table>

### MATERIAL

- **PORTLAND CEMENT CONCRETE**

### COMPOST FILTER SOCK

<table>
<thead>
<tr>
<th>LENGTH</th>
<th>WIDTH</th>
<th>Thickness</th>
</tr>
</thead>
<tbody>
<tr>
<td>6&quot;</td>
<td>6&quot;</td>
<td>6&quot;</td>
</tr>
<tr>
<td>12&quot;</td>
<td>12&quot;</td>
<td>12&quot;</td>
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<td>18&quot;</td>
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<td>18&quot;</td>
</tr>
<tr>
<td>24&quot;</td>
<td>24&quot;</td>
<td>24&quot;</td>
</tr>
</tbody>
</table>

### NETTING

<table>
<thead>
<tr>
<th>PARTICLE SIZE</th>
<th>3/4&quot; X 3/4&quot; MAX. APERTURE SIZE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2&quot; MIN.</td>
<td>32&quot; MIN.</td>
</tr>
</tbody>
</table>

### SPECIFICATION

- **REMAI**

### SOLUBILIZATION

- **MINIMUM 4" COMPACTED BASE**

### FUSION-WELDED JUNCTURES

- **CONTINUOUSLY WOUND**

### JUNCTURES

- **FUSED VIA NEEDLE PUNCH**

### AREA

- **FLOW**

### PLACED

- **MULCH SPREAD AS A SOIL SUPPLEMENT.**

### DEGRADABLE

- **POLYPROPYLENE**

### PHYSICAL PROPERTIES

<table>
<thead>
<tr>
<th>COMPOST SOCK FABRIC</th>
<th>MINIMUM ELEVATION</th>
<th>PART FROM</th>
<th>310 DEGREE</th>
</tr>
</thead>
<tbody>
<tr>
<td>MINIMUM</td>
<td>NO SLOPE</td>
<td>1/8&quot;</td>
<td>12&quot;</td>
</tr>
</tbody>
</table>

### NOTES

- **CONSTRUCTION AREA IS NOT TO BE COVERED OR DIRT TRACKED DURING THE CONSTRUCTION STAGES.**

### RESTRAINT (1/4"

- **EXPANSION JOINTS**

### SEWERS AND GUTTERS

- **MIN. 1" REBAR THROUGH LOOPS FOR BAG**

### INSTALLATION

- **MATERIALS REQUIRED TO REPLACE OR AMEND.**

### PAVEMENT DIMENSIONS

<table>
<thead>
<tr>
<th>MATERIAL</th>
<th>FINISH GRADE</th>
<th>PAVEMENT DIMENSIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGGREGATE BASE</td>
<td>6&quot; THICK CONC. WALK</td>
<td>REFLECT TO THIS POINT</td>
</tr>
<tr>
<td>AGGREGATE BASE</td>
<td>6&quot; CONCRETE WALK</td>
<td>REFER TO THIS POINT</td>
</tr>
</tbody>
</table>

### CONTRACTOR TO BAR

- **BUSHING LINES UP WITH COMPACTED EMULSION MATERIAL.**

### PORTLAND CEMENT CONCRETE

<table>
<thead>
<tr>
<th>FINISH GRADE</th>
<th>PAVEMENT DIMENSIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>6&quot; THICK CONC. WALK</td>
<td>18&quot; MAX. SEE SITE AND GRADING PLAN.</td>
</tr>
<tr>
<td>6&quot; CONCRETE WALK</td>
<td>1&quot; RADIUS BOTH SIDES</td>
</tr>
</tbody>
</table>

### CONCRETE PAVEMENT TO CONSTRUCTION

- **REPAIRS TO CONCRETE PAVEMENT ARE TO BE MADE TO THE QUALITY AND STRENGTH OF THE EXISTING CURB AND PAVEMENT.**

### EXPERIMENTAL DESIGNATION

- **Glaus, Pyle, Schomer, Burns & DeHaven, Inc. 2020**

### METRO RTA SIGN

- **EXISTING CURB AND PAVEMENT VARIES**

### IF SIGN IS PROPOSED IN LAWN AREA

- **CONTRACTOR SHALL IF UNDAMAGED DURING REMOVAL.**

### METRO REGIONAL TRANSIT AUTHORITY

- **GROUP #1**

### DUMP STRAPS 2

- **2 IN STOCK.**

### METRO RTA SIGN

- **EXISTING CURB AND PAVEMENT VARIES**

### CONTRACTOR TO SLOPE

- **CONTRACTOR TO SLOPE**

### STREET PAVEMENT

- **PORTLAND CEMENT CONCRETE**

### NOTATION

- **NOTES:**

### PROJECT MANAGER

- **GPD GROUP**

### PAGE DETAILS

- **C-004**

### SITE DETAILS

- **20191203**

### DUST CONTROL

- **PAVED AREAS THAT HAVE ACCUMULATED SEDIMENT FROM CONSTRUCTION SHOULD BE CLEANED DAILY, OR AS NEEDED, UTILIZING A STREET SWEEPER OR BUCKET-TYPE ENDLOADER OR DUMP STRAPS 2**
**ELEVATION**

**PROPOSED CONCRETE**

1.5%

1.5'

D.

A2

**SITE AND GRADING KEYNOTES**

1" = 5'

**DEMOLITION PLAN**

2019129.03

Call 800-925-0988 (Toll Free)

**JOB NO.**

MLH

BM 1247A

Call 800-362-2764 (Toll Free)

**DESIGNER**

**PROJECT MANAGER**

**CONSTRUCTION**

08/06/2020

**PERMIT**

10/02/2019

1087.23

**X-CUT HYDRANT BONNET BOLT**

BENCHMARK 1247A -

TIED BY GPS TO THE O.D.O.T. VRS.

P.N. 67-63272

VARIOUS LOCATIONS, OHIO (GROUP #1)

6" WM - Per Plan

LOTS 3&4

**BEFORE YOU DIG**

2 Working Days

**CONTRACTOR SHALL NOT PERFORM ANY WORK UNTIL THE MOT PLAN HAS BEEN ENGINEERING, 330-375-2079, FOR APPROVAL, AT LEAST ONE WEEK PRIOR TO START. THE SUBMIT A MAINTENANCE OF TRAFFIC (MOT) PLAN TO ADAM STALLER, AKRON TRAFFIC FROM 7:00 AM TO 9:00 AM AND 4:00 PM TO 6:00 PM. FOR PERMITTED WORK TO OCCUR, NO LANE CLOSURES WILL BE PERMITTED ON THESE STREETS, MONDAY THROUGH FRIDAY, 7:00 AM TO 9:00 AM AND 4:00 PM TO 6:00 PM. THE CONTRACTOR SHALL CONTACT PLANS AND PERMITS AT 330-375-2055, FOR DETAILS ON SHEET C-004. NO WIRE OR REBAR IN CONCRETE IS ALLOWED WITHIN THE CITY OF AKRON RIGHT-OF-WAY. ALL AREAS DISTURBED THROUGHOUT CONSTRUCTION SHALL BE SEEDED PER LOCAL JURISDICTION REQUIREMENTS. ALL RESTORATION WITHIN THE CITY OF AKRON RIGHT-OF-WAY MUST BE COMPLETED TO N.T.S.

**CONTRACTOR SHALL COORDINATE STORMWATER POLLUTION PREVENTION (SWPP) DETAILS ON SHEET C-002.**

**SHORE ZONE**

**SHELTER ZONE**

**DIAGONAL ROAD**

**STOP**

**PERMERO PARK SUBDIVISION**

P.N. 67-63272

**Underground Utilities**

A Working Plan

City of Akron Public Works

Shawnee Road

C-104
IN THE EVENT THAT THE CONTRACTOR IS REQUIRED TO RELocate EXISTING UTILITIES, THE CONTRACTOR SHALL COORDINATE STORMWATER POLLUTION PREVENTION (SWPP) FACILITIES REFERENCED ON SHEET C-00. THE CONTRACTOR SHALL WET SAW CUT ALL PAVEMENT AS INDICATED ON PLAN, TO CONFORM WITH THE OHIO EPA'S FUGITIVE DUST ACT. PROPOSED BUS SHELTER SIGN, PER OWNER SPECIFICATION. AREA SHALL COMPLY WITH THE JURISDICTION REQUIREMENTS. ALL AREAS DISTURBED THROUGHOUT CONSTRUCTION SHALL BE SEEDED PER LOCAL REQUIREMENTS SPECIFIED ON PLAN.

PROPOSED GRADES. ONLY REMOVE THE NECESSARY PIECES TO MEET NEW GRADES. THE CONTRACTOR SHALL MODIFY EXISTING BARNSTONE WALL TO STEP DOWN TO NEW MATCH EXISTING SIDEWALK ELEVATION. CONTRACTOR SHALL CONTACT THE ADJACENT OWNER TO SEE IF THEY WANT THE PROPOSED DRAINAGE SLOPE AND DIRECTION.

PROPOSED ADA ACCESSIBLE AREA FOR BUS AND REMOVED TO NEXT NEAREST JOINT. EXISTING POST SHALL BE REMOVED. CONTRACTOR SHALL COORDINATE STORMWATER POLLUTION PREVENTION (SWPP) FACILITIES REFERENCED ON SHEET C-00.

THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS WITH THE CITY OF CUYAHOGA FALLS. CONTRACTOR SHALL INSTALL CURB, MATCHING LIKE KIND TO EXISTING, AS INDICATED ON PLAN. SEE NEAREST JOINT. RE-INSTALL CURB, MATCHING LIKE KIND TO EXISTING, AS INDICATED ON PLAN.
GENERAL SHEET NOTES

1. CONTRACTOR IS RESPONSIBLE FOR ALL ACTIONS CONDUCTED ON SHEET C-002. RESPONSIBILITY EXTENDS TO THE CONTRACTOR AND ITS SUBCONTRACTORS AND THEIR EMPLOYEES. CONTRACTOR SHALL COMPLETE WORK IN A WORKMANLIKE MANNER, AND IN ACCORDANCE WITH THIS SHEET AND THE CONTRACT DOCUMENTS.

2. CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL MATERIALS ASP ENSURED TO CONFORM TO THE SPECIFICATIONS AND REJECTED MATERIALS MUST BE REMOVED FROM THE SITE AT CONTRACTOR'S EXPENSE.

3. IN THE EVENT THAT THE CONTRACTOR IS REQUIRED TO RELOCATE EXISTING UTILITIES, THE DETAILS ON SHEET C-004 MUST BE REVIEWED AND THE CONTRACTOR SHALL REPORT ALL ACTIVITIES TO THE OWNER AND/OR THE LOCAL MUNICIPALITY PRIOR TO THE START OF CONSTRUCTION. SEE PLAN.

4. CONTRACTOR SHALL WET SAW CUT ALL PAVEMENT AS INDICATED ON PLAN, TO CONFORM WITH THE LOCAL MUNICIPALITY REQUIREMENTS.

5. CONTRACTOR SHALL REMOVE CURB (IF APPLICABLE) AS INDICATED ON THE PLAN TO NEXT NEAREST JOINT. RE-INSTALL CURB, MATCHING LIKE KIND TO EXISTING, AS INDICATED ON PROPOSED 3'-0" BY 3'-0" PAD OR THE DESIGNATED AREA SHOWN ON PLAN PRIOR TO RE-INSTALLATION. THE BUS SHELTER SHALL BE PROTECTED FROM DAMAGE THROUGHOUT CONSTRUCTION.

6. CONTRACTOR SHALL BE RESPONSIBLE FOR SALVAGING EXISTING BUS SHELTER IN A PROPER MANNER AS INDICATED ON SHEET C-003. CONTRACTOR SHALL ORIENT SHELTER AND BENCH PER OWNER SPECIFICATION. CONTRACTOR SHALL COORDINATE WITH OWNER'S REPRESENTATIVE IF SHELTER IS TO BE RETURNED TO OWNER.

7. CONTRACTOR SHALL BE RESPONSIBLE FOR RELOCATING EXISTING TRASH CAN ON-SITE TO APPROPRIATE LOCATION AS INDICATED ON PLAN.

SITE AND GRADING KEYNOTES

1. PROPOSED BUS SHELTER SIGN, PER PROPOSED BRASCO HIP STYLE BUS SHELTER, PER DEPARTMENT OF JUSTICE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN MANUAL, PROPOSED METRO BUS BOARDING AND ALIGHTING AREA. AREA SHALL COMPLY WITH THE REQUIREMENTS SPECIFIED ON SHEET C-001.

2. EXISTING BUS SHELTER SIGN TO BE REMOVED AND SALVAGED. EXISTING POST SHALL BE REMOVED OR RETURNED TO OWNER FOR SALVAGING/REINSTALLATION.

3. PROPOSED CONCRETE WALK ELEVATION. MATCH EXISTING SIDEWALK ELEVATION IN THE EVENT OF UNDERGRADE, REMOVE AND MATCH PARTIAL SIDEWALK,ELEVATION=1082.18

4. EXISTING CONCRETE TO BE SAW CUT AND REMOVED TO NEXT NEAREST JOINT.

5. DEMOLITION / CONSTRUCTION KEYNOTE

- DEMOLITION KEYNOTE: CONCRETE TO BE SAW CUT AND REMOVED TO NEXT NEAREST JOINT, CONTRACTOR SHALL COORDINATE WITH OWNER'S REPRESENTATIVE IF SHELTER IS TO BE RETURNED TO OWNER.

- CONSTRUCTION KEYNOTE: MASONRY OR CONCRETE TO BE SAW CUT AND REMOVED TO NEXT NEAREST JOINT, CONTRACTOR SHALL COORDINATE WITH OWNER'S REPRESENTATIVE IF SHELTER IS TO BE RETURNED TO OWNER.

DEMO PLAN SHEET NOTES

- CONTRACTOR SHALL PROVIDE TO THE CONTRACTOR'S RESPONSIBILITY EXTENDS TO THE CONTRACTOR AND ITS SUBCONTRACTORS AND THEIR EMPLOYEES. CONTRACTOR SHALL COMPLETE WORK IN A WORKMANLIKE MANNER, AND IN ACCORDANCE WITH THIS SHEET AND THE CONTRACT DOCUMENTS.

- CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL MATERIALS ASP ENSURED TO CONFORM TO THE SPECIFICATIONS AND REJECTED MATERIALS MUST BE REMOVED FROM THE SITE AT CONTRACTOR'S EXPENSE.

- IN THE EVENT THAT THE CONTRACTOR IS REQUIRED TO RELOCATE EXISTING UTILITIES, THE DETAILS ON SHEET C-004 MUST BE REVIEWED AND THE CONTRACTOR SHALL REPORT ALL ACTIVITIES TO THE OWNER AND/OR THE LOCAL MUNICIPALITY PRIOR TO THE START OF CONSTRUCTION. SEE PLAN.

- CONTRACTOR SHALL WET SAW CUT ALL PAVEMENT AS INDICATED ON PLAN, TO CONFORM WITH THE LOCAL MUNICIPALITY REQUIREMENTS.

- CONTRACTOR SHALL REMOVE CURB (IF APPLICABLE) AS INDICATED ON THE PLAN TO NEXT NEAREST JOINT. RE-INSTALL CURB, MATCHING LIKE KIND TO EXISTING, AS INDICATED ON PROPOSED 3'-0" BY 3'-0" PAD OR THE DESIGNATED AREA SHOWN ON PLAN PRIOR TO RE-INSTALLATION. THE BUS SHELTER SHALL BE PROTECTED FROM DAMAGE THROUGHOUT CONSTRUCTION.

- CONTRACTOR SHALL BE RESPONSIBLE FOR SALVAGING EXISTING BUS SHELTER IN A PROPER MANNER AS INDICATED ON SHEET C-003. CONTRACTOR SHALL ORIENT SHELTER AND BENCH PER OWNER SPECIFICATION. CONTRACTOR SHALL COORDINATE WITH OWNER'S REPRESENTATIVE IF SHELTER IS TO BE RETURNED TO OWNER.

- CONTRACTOR SHALL BE RESPONSIBLE FOR RELOCATING EXISTING TRASH CAN ON-SITE TO APPROPRIATE LOCATION AS INDICATED ON PLAN.

- PROPOSED BUS SHELTER SIGN, PER PROPOSED BRASCO HIP STYLE BUS SHELTER, PER DEPARTMENT OF JUSTICE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN MANUAL, PROPOSED METRO BUS BOARDING AND ALIGHTING AREA. AREA SHALL COMPLY WITH THE REQUIREMENTS SPECIFIED ON SHEET C-001.

- EXISTING BUS SHELTER SIGN TO BE REMOVED AND SALVAGED. EXISTING POST SHALL BE REMOVED OR RETURNED TO OWNER FOR SALVAGING/REINSTALLATION.

- PROPOSED CONCRETE WALK ELEVATION. MATCH EXISTING SIDEWALK ELEVATION IN THE EVENT OF UNDERGRADE, REMOVE AND MATCH PARTIAL SIDEWALK,ELEVATION=1082.18

- EXISTING CONCRETE TO BE SAW CUT AND REMOVED TO NEXT NEAREST JOINT.

- DEMOLITION / CONSTRUCTION KEYNOTE

- DEMOLITION KEYNOTE: CONCRETE TO BE SAW CUT AND REMOVED TO NEXT NEAREST JOINT, CONTRACTOR SHALL COORDINATE WITH OWNER'S REPRESENTATIVE IF SHELTER IS TO BE RETURNED TO OWNER.

- CONSTRUCTION KEYNOTE: MASONRY OR CONCRETE TO BE SAW CUT AND REMOVED TO NEXT NEAREST JOINT, CONTRACTOR SHALL COORDINATE WITH OWNER'S REPRESENTATIVE IF SHELTER IS TO BE RETURNED TO OWNER.

- CONTRACTOR SHALL PROVIDE TO THE CONTRACTOR'S RESPONSIBILITY EXTENDS TO THE CONTRACTOR AND ITS SUBCONTRACTORS AND THEIR EMPLOYEES. CONTRACTOR SHALL COMPLETE WORK IN A WORKMANLIKE MANNER, AND IN ACCORDANCE WITH THIS SHEET AND THE CONTRACT DOCUMENTS.

- CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL MATERIALS ASP ENSURED TO CONFORM TO THE SPECIFICATIONS AND REJECTED MATERIALS MUST BE REMOVED FROM THE SITE AT CONTRACTOR'S EXPENSE.

- IN THE EVENT THAT THE CONTRACTOR IS REQUIRED TO RELOCATE EXISTING UTILITIES, THE DETAILS ON SHEET C-004 MUST BE REVIEWED AND THE CONTRACTOR SHALL REPORT ALL ACTIVITIES TO THE OWNER AND/OR THE LOCAL MUNICIPALITY PRIOR TO THE START OF CONSTRUCTION. SEE PLAN.

- CONTRACTOR SHALL WET SAW CUT ALL PAVEMENT AS INDICATED ON PLAN, TO CONFORM WITH THE LOCAL MUNICIPALITY REQUIREMENTS.

- CONTRACTOR SHALL REMOVE CURB (IF APPLICABLE) AS INDICATED ON THE PLAN TO NEXT NEAREST JOINT. RE-INSTALL CURB, MATCHING LIKE KIND TO EXISTING, AS INDICATED ON PROPOSED 3'-0" BY 3'-0" PAD OR THE DESIGNATED AREA SHOWN ON PLAN PRIOR TO RE-INSTALLATION. THE BUS SHELTER SHALL BE PROTECTED FROM DAMAGE THROUGHOUT CONSTRUCTION.

- CONTRACTOR SHALL BE RESPONSIBLE FOR SALVAGING EXISTING BUS SHELTER IN A PROPER MANNER AS INDICATED ON SHEET C-003. CONTRACTOR SHALL ORIENT SHELTER AND BENCH PER OWNER SPECIFICATION. CONTRACTOR SHALL COORDINATE WITH OWNER'S REPRESENTATIVE IF SHELTER IS TO BE RETURNED TO OWNER.

- CONTRACTOR SHALL BE RESPONSIBLE FOR RELOCATING EXISTING TRASH CAN ON-SITE TO APPROPRIATE LOCATION AS INDICATED ON PLAN.

- PROPOSED BUS SHELTER SIGN, PER PROPOSED BRASCO HIP STYLE BUS SHELTER, PER DEPARTMENT OF JUSTICE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN MANUAL, PROPOSED METRO BUS BOARDING AND ALIGHTING AREA. AREA SHALL COMPLY WITH THE REQUIREMENTS SPECIFIED ON SHEET C-001.

- EXISTING BUS SHELTER SIGN TO BE REMOVED AND SALVAGED. EXISTING POST SHALL BE REMOVED OR RETURNED TO OWNER FOR SALVAGING/REINSTALLATION.

- PROPOSED CONCRETE WALK ELEVATION. MATCH EXISTING SIDEWALK ELEVATION IN THE EVENT OF UNDERGRADE, REMOVE AND MATCH PARTIAL SIDEWALK,ELEVATION=1082.18

- EXISTING CONCRETE TO BE SAW CUT AND REMOVED TO NEXT NEAREST JOINT.

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- CONTRACTOR SHALL PROVIDE TO THE CONTRACTOR'S RESPONSIBILITY EXTENDS TO THE CONTRACTOR AND ITS SUBCONTRACTORS AND THEIR EMPLOYEES. CONTRACTOR SHALL COMPLETE WORK IN A WORKMANLIKE MANNER, AND IN ACCORDANCE WITH THIS SHEET AND THE CONTRACT DOCUMENTS.

- CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL MATERIALS ASP ENSURED TO CONFORM TO THE SPECIFICATIONS AND REJECTED MATERIALS MUST BE REMOVED FROM THE SITE AT CONTRACTOR'S EXPENSE.

- IN THE EVENT THAT THE CONTRACTOR IS REQUIRED TO RELOCATE EXISTING UTILITIES, THE DETAILS ON SHEET C-004 MUST BE REVIEWED AND THE CONTRACTOR SHALL REPORT ALL ACTIVITIES TO THE OWNER AND/OR THE LOCAL MUNICIPALITY PRIOR TO THE START OF CONSTRUCTION. SEE PLAN.

- CONTRACTOR SHALL WET SAW CUT ALL PAVEMENT AS INDICATED ON PLAN, TO CONFORM WITH THE LOCAL MUNICIPALITY REQUIREMENTS.

- CONTRACTOR SHALL REMOVE CURB (IF APPLICABLE) AS INDICATED ON THE PLAN TO NEXT NEAREST JOINT. RE-INSTALL CURB, MATCHING LIKE KIND TO EXISTING, AS INDICATED ON PROPOSED 3'-0" BY 3'-0" PAD OR THE DESIGNATED AREA SHOWN ON PLAN PRIOR TO RE-INSTALLATION. THE BUS SHELTER SHALL BE PROTECTED FROM DAMAGE THROUGHOUT CONSTRUCTION.

- CONTRACTOR SHALL BE RESPONSIBLE FOR SALVAGING EXISTING BUS SHELTER IN A PROPER MANNER AS INDICATED ON SHEET C-003. CONTRACTOR SHALL ORIENT SHELTER AND BENCH PER OWNER SPECIFICATION. CONTRACTOR SHALL COORDINATE WITH OWNER'S REPRESENTATIVE IF SHELTER IS TO BE RETURNED TO OWNER.

- CONTRACTOR SHALL BE RESPONSIBLE FOR RELOCATING EXISTING TRASH CAN ON-SITE TO APPROPRIATE LOCATION AS INDICATED ON PLAN.
1. In the event that the contractor is required to relocate existing utilities, the details on Sheet C-004 Plan.

2. The contractor shall coordinate stormwater pollution prevention (SWPP) and time Warn Cable

3. The proposed Brasco Hip Style Bus Shelter, per Plan.

4. Existing utility to be adjusted to finished grade. For finished grade, see Site and Grading Plan, this sheet.

5. Existing Concrete Walk to be saw cut to next nearest joint and removed.

6. Existing Crosswalk striping.

7. Stop 1868 location.
IN THE EVENT THAT THE CONTRACTOR IS REQUIRED TO RELOCATE EXISTING UTILITIES, MEASURES WITH THE LOCAL MUNICIPALITY PRIOR TO THE START OF CONSTRUCTION. SEE PLAN.

THE CONTROLLER SHALL EXCAVATE WITH CAUTION NEAR FAIRLAWN FIBER OPTICS.

CONTRACTOR SHALL WET SAW CUT ALL PAVEMENT AS INDICATED ON PLAN, TO CONFORM WITH THE OHIO EPA'S FUGITIVE DUST ACT.

EXISTING UTILITY TO BE ADJUSTED TO FINISHED GRADE. FOR FINISHED GRADE, SEE SITE REQUIREMENTS SPECIFIED ON SHEET C-004.

EXISTING CONCRETE WALK TO BE SAW CUT TO NEXT NEAREST JOINT AND REMOVED.

EXISTING BUS SHELTER SIGN TO BE REMOVED AND SALVAGED. EXISTING POST SHALL BE ORIENT SHELTER OPENINGS AS SHOWN ON PLAN.

CONTRACTOR SHALL BE RESPONSIBLE FOR SALVAGING EXISTING BUS SHELTER IN A SECURED LOCATION (IF SHELTER TO BE RETURNED TO OWNER).

INSTALL SHELTER AND BENCH PER OWNER SPECIFICATION. CONTRACTOR SHALL SALVAGED IF IT IS UNDAMAGED (NOT BENT, RUSTED, ETC.) AND MEETS THE DETAIL REQUIREMENTS SPECIFIED ON SHEET C-004.

SALVAGED IF IT IS UNDAMAGED (NOT BENT, RUSTED, ETC.) AND MEETS THE DETAIL REQUIREMENTS SPECIFIED ON SHEET C-004.

ALL AREAS DISTURBED THROUGHOUT CONSTRUCTION SHALL BE SEEDED PER LOCAL REQUIREMENTS.

COORDINATE REPLACEMENT LOCATION WITH CONSTRUCTION MANAGER IF SIGN CANNOT BE INSTALLED DUE TO CONDUITS.

EX. CONDUITS ARE TO BE DRAINED TO THE PROPOSED 1' WIDE CONCRETE SLOPED INFILL SEE DETAIL SHEET C-004.

EXISTING BUS SHELTER SIGN TO BE REMOVED AND SALVAGED. EXISTING POST SHALL BE INSTALL SHELTER AND BENCH PER OWNER SPECIFICATION. CONTRACTOR SHALL COORDINATE REPLACEMENT LOCATION WITH CONSTRUCTION MANAGER IF SIGN CANNOT BE INSTALLED DUE TO CONDUITS.

EX. CONDUITS ARE TO BE DRAINED TO THE PROPOSED 1' WIDE CONCRETE SLOPED INFILL SEE DETAIL SHEET C-004.