ADDENDUM #2

1.1 PROJECT INFORMATION

A. Project Number: 2021-10591
B. Project Title: Supplemental City Line Projects – Wall Street and Station 28
C. Agency: Spokane Transit Authority

1.2 NOTICE TO BIDDERS

A. The following clarifications, changes, additions, and/or deletions are considered as Addendum #2 and are hereby made a party of the contract documents. All bidders are required to base their bid upon the information furnished in this addendum and as required in the contract documents. The Contractor is required to acknowledge Addendum #2 in their company proposal. Failure to acknowledge addendum on the bid form will result in the bid proposal being declared non-responsive.

B. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.

C. All communications shall be directed to Robert Bielaski as listed in the bid documents at rbielaski@spokanetransit.com or by telephone at 509-344-1868

1.3 CLARIFICATIONS / GENERAL

A. Section 007200.3 – Federal Terms & Conditions
1. REPLACE entire section with updated Federal Terms & Conditions dated 3/25/21. See attached Federal Terms & Conditions.

B. Section 007300 – Supplemental Conditions
1. ADD Note 10: "Because this project is federally funded, no retainage will be withheld; STA will rely on the contractor's payment bond as protection against such claims."

1.4 CLARIFICATIONS / TECHNICAL SPECIFICATIONS AND DRAWINGS

A. TABLE OF CONTENTS; Note that STA CQMP is located below 007300 Supplemental Conditions.

B. SECTION 093113, Porcelain Pavers: Paragraph 2.2.A.2: Revise to read as follows: Additional Materials: Provide 800 SF additional tiles and trays (200 tiles; 200 trays).

C. STATION 28; S-300 SECTIONS AND DETAILS:
1. DELETE centerline of footing equals centerline of marker note on Detail 2. See SC-01.
2. DELETE plan view for Detail 2.
3. REVISE Detail 3. Delete the middle rail and revise bottom rail location to coordinate for future art panels under separate contract. See SC-02.
4. REVISE Detail 5 to reflect revisions to Detail 3 described above.

D. STATION 28; E-200 ELECTRICAL PLAN:
1. REVISE existing conduits extended into new power and communications junction boxes. See EC-01 and EC-02
2. ADD additional power junction box. See EC-01

3. REVISE conduit sizes to light poles. See EC-02
4. REVISE conduit stub up location for shelter. See EC-03

1.5 QUESTIONS / ANSWERS (from Emails and Phone Calls)

Question 01: Will you be supplying the poles, arms and fixtures on Wall St or just the poles?

Answer 01: The poles, arms, fixtures, and anchor bolts shown on Details 2 and 5 on Sheet E4 will be provided by STA and will need to be picked up by the contractor from an STA storage facility in Spokane. The contractor will need to provide the hanging basket planters.

Attachments:

Section 007200.3 – Federal Terms & Conditions dated 3/25/21.

Electrical drawings: EC-01, EC-02, EC-03

Structural drawings: SC-01, SC-02

SECTION 007200.3 – FEDERAL TERMS & CONDITIONS 03.25.21

1. **DEFINITIONS**

The following capitalized terms shall be defined as follows throughout these Federal Terms & Conditions ("T&C"). In the event of a conflict between these T&C and the document(s) to which they are attached, the terms of these T&C shall prevail.

Terms which are capitalized herein, but not defined hereunder, will have the same definition and meaning as used in the document(s) to which these T&C are attached. In the event of a conflict between the definition of a defined term in these T&C and the document(s) to which they are attached, the definition used in these T&C shall prevail in the interpretation of these T&C.

Term	Definition
ADA	Americans with Disabilities Act of 1990, as amended.
CFR	Code of Federal Regulations
DBE	Disadvantaged Business Enterprise
DOJ	United States Department of Justice
DOL	United States Department of Labor
DOT	United States Department of Transportation
EEOC	Equal Employment Opportunity Commission
EPA	United States Environmental Protection Agency
FHWA	United States Federal Highway Administration
FTA	Federal Transit Administration
GSA	United States General Services Administration
SAT	Federal Simplified Acquisition Threshold; Currently $250,000.
T&C	These Federal Terms & Conditions.
US	United States of America
USC	United States Code

2. **FLY AMERICA**

A. Applicability: All contracts involving transportation of persons or property by air between the US and/or places outside the US.

B. Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US 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. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US 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.

C. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

3. **BUY AMERICA**

A. Applicability: Construction contracts and acquisition of goods or "Rolling Stock" valued at more than $150,000.

B. Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating 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 software, microcomputer equipment and small purchases (currently less than $150,000) made with capital, operating or planning funds.

Separate requirements for Rolling Stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling Stock must be manufactured in the US and have a minimum 65% domestic content for FY2018 and FY2019 and a minimum 70% domestic content for FY2020 and beyond. A Proposer shall submit appropriate Buy America certification to STA with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

4. **CHARTER SERVICE**

A. Applicability: Operational service contracts.

B. Contractor shall comply with 49 USC 5323(d) and (r) and 49 CFR part 604, which state that recipients and subrecipients of FTA assistance may not provide charter service using equipment or facilities acquired with Federal assistance if there is at least one private charter operator willing and able to provide the service, except as permitted by:

1) 49 USC 5323(d) or other Federal transit laws;

2) 49 CFR part 604;

3) Any other federal Charter Service regulations; or

4) Federal guidance, except as FTA determines otherwise in writing.

C. The Contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies, which may include:

1) Barring STA, the Contractor or any subcontractor operating public transportation from receiving Federal assistance;

2) Withholding an amount of federal assistance from STA as provided by Appendix D to 49 part 604; or

3) Any other appropriate remedy.

D. Contractor shall include this clause in each subcontract for the operation of public transit services.

5. **SCHOOL BUS OPERATIONS**

A. Applicability: Operational service contracts.

B. Pursuant to 49 USC 5323(f) and 49 CFR part 605, Contractor and any of its subcontractors shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless permitted under specified exemptions. When operating exclusive school bus service under an allowable exemption, Contractor and any of its subcontractors shall not use federally funded equipment, vehicles or facilities.

C. Violations. If STA, the Contractor and any of its subcontractors operate school bus service in violation of FTA's School Bus laws and regulations, FTA may:

1) Require STA, the Contractor and any of its subcontractors to take such remedial measures as FTA considers appropriate; or

2) Bar STA, the Contractor and any of its subcontractors from receiving Federal transit funds.

6. **CARGO PREFERENCE**

A. Applicability: Contracts involving equipment, materials or commodities which may be transported by ocean vessels.

B. Contractor shall abide by the provisions of 46 CFR 381 as follows:

1) Use privately owned US-Flag commercial vessels to ship at least 50% 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 US flag commercial vessels; and

2) Furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to STA (through contractor in the case of a subcontractor's bill-of-lading.); and

3) include these requirements in all subcontracts issued pursuant to this Contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

7. **SEISMIC SAFETY**

A. Applicability: Architectural & Engineering contracts; Construction contracts for new buildings or additions to existing buildings.

B. Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in DOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

8. **ENERGY CONSERVATION**

A. Applicability: All Contracts.

B. Contractor shall comply with mandatory standards and policies relating to energy efficiency stated in the Washington State energy conservation plan issued in compliance with the Energy Policy & Conservation Act (42 USC 6201 *et seq*.), and perform an energy assessment for any buildings constructed or altered in accordance with FTA *Requirements for Energy Assessments*, at 49 CFR part 622, subpart C.

9. **CLEAN WATER**

A. Applicability: All Contracts and subcontracts over $150,000.

B. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 *et seq*. Contractor shall report each violation to STA and understands and agrees that STA shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

C. Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

10. **BUS TESTING**

A. Applicability: Rolling Stock purchase or lease contracts.

B. Contractor [Manufacturer] shall comply with the Bus Testing requirements under 49 USC5318(e) and FTA's implementing regulation at 49 CFR part 665 to ensure that the requisite testing is performed for all new bus models, or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the Contractor [Manufacturer] shall obtain a copy of the bus testing reports from the operator of the testing facility and make the report(s) available to the public prior to final acceptance of the first vehicle by STA or another recipient.

11. **PRE-AWARD & POST-DELIVERY AUDIT REQUIREMENTS**

A. Applicability: Rolling Stock (revenue service) purchases.

B. Contractor shall comply with 49 USC 5323(m) and FTA's implementing regulation 49 CFR part 663 and submit the following certifications:

1) Buy America Requirements. Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:

   a) Component and subcomponent parts of the rolling stock to be purchased 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.

2) Solicitation Specification Requirements. Contractor shall comply with the Buy America certification(s) submitted with its the bid specifications.

3) Federal Motor Vehicle Safety Standards (FMVSS). Contractor shall submit:

   a) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS; or

   b) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

C. Contractor shall participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 CFR part 663 and related FTA guidance.

12. **LOBBYING**

A. Applicability: All contracts over $100,000.

B. Contractor shall execute the Lobbying Restriction Certificate attached to this Contract.

13. **ACCESS TO RECORDS AND REPORTS**

A. Applicability: All contracts.

B. The following access to records requirements apply to this Contract:

1) Access to Records. Under 49 USC 5325(g), FTA has the right to examine all records, documents, papers and contracts related to any FTA funded project. Therefore, Contractor shall permit FTA and its contractors' access and rights to reproduce or copy project related documents. Pursuant to 49 CFR part 633, this provision extends to any Project Management Oversight ("PMO") contractor if the federally funded contract is used in a major capital project as defined therein.

2) Records Retention. Pursuant to 2 CFR 200.333 Contractor shall retain, and shall require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to this Contract, including, but not limited to books, accounts, reports, data, documents, statistics, sub-agreements, leases, subcontracts, arrangements other third-party agreements of any type, and supporting materials related to those records for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor shall maintain such records until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3) Access to the Sites of Performance. The Contractor agrees to permit STA, FTA and its contractors' access to the sites of performance under this Contract as reasonably may be required.

4) Contractors shall include these requirements in their contracts and subcontracts with third parties at every tier.

14. **FEDERAL CHANGES**

A. Applicability: All contracts.

B. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between STA and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to comply shall constitute a material breach of this Contract.

15. **BONDING REQUIREMENTS**

A. Applicability: All bonds are required for construction or facility improvement contracts or subcontracts exceeding the SAT.

B. Bid Bond

1) A bid bond equivalent to five percent (5%) of the bid price must be issued by a fully qualified surety company acceptable to STA and listed as a company currently authorized under 31 CFR, part 223 as possessing a Certificate of Authority as described thereunder.

2) Rights Reserved

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

b) It is also understood and agreed that if the Contractor should withdraw any part or all of its bid within ninety (90) days after the bid opening without the written consent of STA, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable performance and/or payment bond(s), or refuse or be unable to furnish adequate and acceptable insurance, Contractor shall forfeit its bid bond to the extent of STA's damages occasioned by such withdrawal, or refusal, or inability to enter into a Contract, or provide adequate security therefor.

c) It is further understood and agreed that to the extent the Contractor's bid bond (excluding any income generated thereby which has been retained by STA as provided in the Instructions to Bidders) shall prove inadequate to fully recompense STA for the damages occasioned by default, then the Contractor agrees to indemnify STA and pay over to STA the difference between the bid bond and STA's total damages, so as to make STA whole.

d) The Contractor 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.

C. Performance and Payment Bonds - Construction. The Contractor shall be required to obtain performance and payment bonds as follows:

1) Performance bonds.

a) The penal amount of performance bonds shall be one hundred percent (100%) of the original Contract sum, unless FTA determines in writing that a lesser amount would be adequate for the protection of the Federal interest. The bond shall be issued by a fully qualified surety company acceptable to STA and listed as a company currently authorized under 31 CFR part 223 as possessing a Certificate of Authority as described thereunder.

b) STA may require additional performance bond protection when the Contract sum is increased. The increase in protection shall generally equal one hundred percent (100%) of the increase in Contract sum. STA may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

2) Payment bonds.

a) The penal amount of the payment bonds shall be one hundred percent (100%) of the original Contract sum, unless FTA determines in writing that a lesser amount would be adequate for the protection of the Federal interest. The bond shall be issued by a fully qualified surety company acceptable to STA and listed as a company currently authorized under 31 CFR part 223 as possessing a Certificate of Authority as described thereunder.

b) STA may require additional payment bond protection when the Contract sum is increased. The increase in protection shall generally equal one hundred percent (100%) of the increase in Contract sum. STA may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

16. **CLEAN AIR**

A. Applicability – All contracts and subcontracts over $150,000.

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

C. Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

17. **RECYCLED PRODUCTS**

A. Applicability. All contracts for items designated by the EPA when STA or Contractor procures $10,000 or more of one of these items during the current or previous fiscal year using Federal funds.

B. The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment and are energy efficient by complying with and facilitating compliance with the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), 42 USC 6962 *et seq.*, as amended, and the US Environmental Protection Agency's regulation titled *Comprehensive Procurement Guideline for Products Containing Recovered Materials*, 40 CFR part 247.

18. **EMPLOYEE PROTECTIONS (DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS, DOL WORK HOURS AND SAFETY STANDARDS)**

A. Applicability. Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting.

B. Prevailing Wage and Anti-Kickback.

1) For all prime construction, alteration or repair contracts in excess of $2,000 awarded by STA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 USC § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration or repair projects. The Contractor will comply with the *Davis-Bacon Act*, 40 USC §§ 3141-3144 and 3146-3148, as supplemented by DOL regulations at 29 CFR part 5, *Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction*. In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once per week. The Contractor shall also comply with the *Copeland "Anti-Kickback" Act*, 40 USC § 3145, as supplemented by DOL regulations at 29 CFR part 3, *Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States*. The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

19. **CONTRACT WORK HOURS & SAFETY STANDARDS ACT - CONSTRUCTION CONTRACTS**

A. Applicability. Construction contracts over $100,000.

B. Contract Work Hours and Safety Standards.

1) For all construction contracts in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the *Contract Work Hours and Safety Standards Act*, 40 USC §§ 3701-3708, as supplemented by the DOL regulations at 29 CFR part 5. Under 40 USC § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half (1-1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 USC § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or

articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

2) In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by this clause.

3) STA or the FTA shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the *Contract Work Hours and Safety Standards Act*, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

4) Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Section.

20. CONTRACT WORK HOURS & SAFETY STANDARDS ACT – NON-CONSTRUCTION CONTRACTS

A. Applicability. Non-construction contracts over $100,000.

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

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

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

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

21. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

A. Applicability. All contracts.

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

C. Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

22. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

A. Applicability. All contracts.

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

C. If Contractor makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submittal or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5323(l)(1) on Contractor, to the extent the US Government deems appropriate.

D. Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

23. **TERMINATION**

A. Applicability. All Contracts over $10,000.

B. Termination for Convenience.

1) All Contracts Except as Provided Otherwise Herein. STA may terminate this Contract, in whole or in part, at any time by written notice to Contractor when it is in STA's best interest. Contractor shall be paid its costs, including Contract close-out costs, and profit on work performed up to the date and time of termination. Contractor shall promptly submit its termination claim to STA. If Contractor is in possession of any STA property, Contractor shall account for same, and dispose of it as STA directs in writing. If Contractor has possession of STA goods, Contractor shall protect and preserve the goods until surrendered to STA or its agent.

2) Architectural and Engineering Contracts. STA may terminate this Contract, in whole or in part, at any time by written notice to Contractor when it is in STA's best interest. STA shall terminate by delivering to Contractor a notice of termination specifying the nature, extent and effective date of termination. Contractor shall be paid its costs, including Contract close-out costs, and profit on work performed up to the date and time of termination, but shall allow no anticipated profit on unperformed services. Contractor shall promptly submit its termination claim to STA. Upon receipt of the notice, Contractor shall:

a) Immediately discontinue all services affected (unless the notice directs otherwise);

b) deliver to STA all data, drawings, specifications, reports, estimates, summaries and other information and materials accumulated in performing this Contract, whether completed or in process.

c) If Contractor is in possession of any STA property, Contractor shall account for same and dispose of it as STA directs in writing.

C. Termination for Default, Breach or Cause

1) All Contracts Except as Provided Otherwise Herein. If Contractor does not deliver goods in accordance with the Contract delivery schedule, or if the Contract is for services and Contractor fails to perform in the manner called for in the Contract, or if Contractor fails to comply with any other provisions of the Contract, STA may terminate this Contract for default. Termination shall be effected by serving a notice of termination to Contractor setting forth the manner in which Contractor is in default. Contractor shall

only be paid the Contract price for goods delivered and accepted, or for services performed, in accordance with the manner of performance set forth in the Contract. If this Contract is terminated while Contractor has possession of STA goods, Contractor shall protect and preserve the goods until surrendered to STA or its agent.

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

2) Construction Contracts. If Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if Contractor fails to comply with any other provisions of this Contract, STA may terminate this Contract for default. STA shall terminate by delivering to Contractor a notice of termination specifying the nature of default. In this event, STA may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to STA resulting from Contractor's refusal or failure to complete the work within specified time, whether or not Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by STA in completing the work. Contractor's right to proceed shall not be terminated nor shall Contractor be charged with damages under this clause if:

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

   b) Contractor, within ten (10) days from the beginning of any delay, notifies STA in writing of the causes of delay. If in STA's judgment, delay is excusable, the time for completing the work shall be extended. STA's judgment shall be final and conclusive on the Parties, but subject to appeal under the Disputes clause.

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

3) Architectural & Engineering Contracts. STA may terminate this Contract, in whole or in part, because of Contractor's failure to fulfill Contract obligations. STA shall terminate by delivering to Contractor a notice of termination specifying the nature and extent of default and effective date of termination. Upon receipt of such notice, Contractor shall:

   a) Immediately discontinue all services affected (unless the notice directs otherwise);

   b) deliver to STA all data, drawings, specifications, reports, estimates, summaries and other information and materials accumulated in performing this Contract, whether completed or in process.

   STA may complete the work by Contact or otherwise and Contractor shall be liable for any additional cost incurred by STA.

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

D. Opportunity to Cure. STA, in its sole discretion, may, in the case of a termination for breach or default, allow Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions.

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

E. Waiver of Remedies for any Breach. In the event that STA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant or condition of this Contract.

24. **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

A. Applicability. Contracts over $25,000.

B. The Contractor agrees to the following:

1) It will comply with the requirements of 2 CFR part 180, subpart C, as adopted and supplemented by DOT regulations at 2 CFR part 1200, which include the following:

a) It will not enter into any arrangement to participate in the development or implementation of the Contract with any third-party that is debarred or suspended except as authorized by:

(1) DOT regulations, *Nonprocurement Suspension and Debarment*;

(2) 2 CFR part 1200, US OMB, *Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)*;

(3) 2 CFR part 180, including any amendments thereto; and

(4) Executive Orders Nos. 12549 and 12689, *Debarment and Suspension*, 31 USC § 6101 note.

b) It will review the GSA "System for Award Management" (https://www.sam.gov), if required by DOT regulations, 2 CFR part 1200.

c) It will include, and require each of its third-party contractors to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier third-party:

(1) Will comply with Federal debarment and suspension requirements; and

(2) Review the System for Award Management (https://www.sam.gov), if necessary, to comply with DOT regulations, 2 CFR part 1200; and

2) If Contractor suspends, debars or takes any similar action against a third-party or individual, Contractor will provide immediate written notice to the:

a) STA;

b) FTA Regional Counsel for the Region in which STA is located or implements the project;

c) FTA Project Manager if the project is administered by an FTA Headquarters Office; or

d) FTA Chief Counsel.

25. **CIVIL RIGHTS REQUIREMENTS**

A. Applicability – All contracts.

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

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

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

2) Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e *et seq*., and Federal transit laws at 49 USC § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of US DOL regulations, *Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*, 41 CFR chapter 60, and Executive Order No. 11246, *Equal Employment Opportunity in Federal Employment*, September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

C. Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the DOL, the Contractor agrees to comply, and assures the compliance of each subcontractor, with:

1) DOL regulations, *Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*, 41 CFR chapter 60; and

2) Executive Order No. 11246, *Equal Employment Opportunity*, as amended by Executive Order Nos. 11375 and 13672, 42 USC § 2000e note; and

3) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

a) The Contractor's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

b) The goals and 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, are as follows:

Goal for Minority Participation Each Trade	Goal for Female Participation Each Trade
2.8%	6.9%

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.

The Contractor's compliance with the Executive Order and the regulations in 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 in 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 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

c) 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.

d) As used in this notice, and in the contract resulting from this solicitation, the "covered area" is Spokane County, City of Spokane, State of Washington.

26. **BREACHES AND DISPUTE RESOLUTION**

A. Applicability – All contracts exceeding the SAT.

B. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by STA's Contract Compliance Specialist. This decision shall be final and conclusive, unless within ten (10) days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to STA's CEO. In connection with such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of STA's CEO shall be binding upon Contractor and Contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 USC § 3729.

C. Performance During Dispute. Unless otherwise directed in writing by STA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

D. Claims for Damages. Should either Party suffer injury or damage to person or property because of any act or omission of the other Party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other Party within ten (10) days after the first observance of such injury or damage.

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

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

27. **PATENT AND DATA RIGHTS**

A. Applicability. Contracts involving experimental, developmental, or research work.

B. Patent Rights.

1) General. STA and the Contractor agree:

a) Depending on the nature of the project, the Federal Government may acquire patent rights when STA or Contractor produces a patented or patentable invention, improvement or discovery.

b) The Federal Government's rights arise when the patent or patentable information is conceived under the project or reduced to practice under the project.

c) When a patent is issued or patented information becomes available, the Contractor agrees to:

(1) Notify STA immediately, and

(2) Provide STA a detailed report satisfactory to FTA.

2) Federal Rights. The Contractor agrees that:

a) Its rights and responsibilities, and the rights and responsibilities of each subcontractor, in that federally funded invention, improvement or discovery will be determined as provided by applicable Federal laws, regulations and guidance, including any waiver thereof; and

b) Unless the Federal Government determines otherwise in writing, irrespective of the Contractor's status or the status of any subcontractor as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education or an individual, the Contractor agrees to transmit the Federal Government's patent rights to FTA as specified in:

(1) 35 USC § 200 *et seq*.; and

(2) US Department of Commerce regulations, *Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*, 37 CFR part 401.

3) License Fees and Royalties. As permitted by 2 CFR 200, Appendix II (F):

a) License fees and royalties for patents, patent applications and inventions derived from the project are program income; and

b) The Contractor has no obligation to the Federal Government with respect to those license fees or royalties; except:

(1) For compliance with 35 USC § 200 *et seq*., which applies to patent rights developed under a federally funded research-type projects; and

(2) As FTA determines otherwise in writing.

C. Rights in Data and Copyrights.

1) Definition of "Subject Data" means recorded information:

a) Copyright. Whether or not copyrighted; and

b) Delivery. That is delivered or specified to be delivered under the Contract.

2) Examples of Subject Data include, but are not limited to:

a) Computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information; but

b) Do not include financial reports, cost analyses or other similar information used for project administration.

3) General Federal Restrictions. The following restrictions apply to all Subject Data first produced in the performance of STA's project supported by the Contract:

a) Prohibitions. The Contractor may not:

(1) Publish or reproduce any Subject Data in whole or in part, or in any manner or form; or

(2) Permit others to do so; but

b) Exceptions. The prohibitions of Rights in Data and Copyrights do not apply to:

(1) Publications or reproductions for STA's own internal use;

(2) An institution of higher learning;

(3) The portion of Subject Data that the Federal Government has previously released or approved for release to the public; or

(4) The portion of data that has the Federal Government's prior written consent for release.

4) Federal Rights in Data and Copyrights. The Contractor agrees that:

a) License Rights. The Contractor must provide a license to its Subject Data to the Federal Government, which license is royalty-free, non-exclusive and irrevocable.

b) Uses. The Federal Government's license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes:

(1) Reproduce the Subject Data;

(2) Publish the Subject Data;

(3) Otherwise use the Subject Data; and

(4) Permit other entities or individuals to use the Subject Data.

5) Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment or special studies Project is to increase transportation knowledge, rather than limit the benefits of the project to STA and its third-party participants. Therefore, the Contractor agrees that:

a) Publicly Available Report. When the project is completed, it must provide a project report that FTA may publish or make available for publication on the Internet; and

b) Other Reports. It must provide other reports pertaining to the project that FTA may request.

c) Availability of Subject Data. FTA may make available to any FTA recipient or any of its third-party participants at any tier of the project, either FTA's copyright license to the Subject Data or a copy of the Subject Data, except as the Federal Government determines otherwise in writing.

d) Identification of Information. It must identify clearly any specific confidential, privileged or proprietary information submitted to FTA.

e) Incomplete Project. If the project is not completed for any reason whatsoever, all data developed under the project becomes Subject Data and must be delivered as the Federal Government may direct; but

f) Exception. Rights in Data and Copyrights Section 27.C does not apply to an adaptation of automatic data processing equipment or program that is both:

(1) For STA's use, and

(2) Acquired with FTA capital program funding.

6) License Fees and Royalties. As permitted by 49 CFR parts 18 and 19:

a) License fees and royalties for copyrighted material or trademarks derived from project are program income; and

b) The Contractor has no obligation to the Federal Government with respect to those license fees or royalties, except:

(1) For compliance with 35 USC § 200 *et seq*., which applies to patent rights developed under a federally funded research-type project; and

(2) As FTA determines otherwise in writing.

7) Hold Harmless. Upon request by the Federal Government, the Contractor agrees that:

a) Violation by Contractor.

(1) If it willfully or intentionally violates any proprietary rights, copyrights or right of privacy, and

(2) Its violation occurs from any of the following uses of Project data: publication, translation, reproduction, delivery, use or disposition, then

(3) It will indemnify, save and hold harmless against any liability, including costs and expenses of:

(a) The Federal Government's officers acting within the scope of their official duties;

(b) The Federal Government's employees acting within the scope of their official duties; and

(c) Federal Government's agents acting within the scope of their official duties; but

(4) Exceptions. The Contractor will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights if:

(a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents; or

(b) State law. If indemnification is prohibited or limited by applicable State law.

8) Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either:

a) Implies a license to the Federal Government under any patent; or

b) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

9) Data Developed Without Federal Funding or Support. The Contractor understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless:

a) Protections. Rights in Data and Copyrights Sections 27.C.1) through 27.C.4) generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the project; and

b) Identification of Information. The Contractor understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential".

10) Requirements to Release Data. The Contractor understands and agrees that the Federal Government may be required to release project data and information STA submits to the Federal Government as required by:

a) The Freedom of Information Act, 5 USC § 552;

b) Another applicable Federal law requiring access to project records;

c) DOT regulations, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, specifically 2 CFR § 200.211 or

d) Other applicable Federal regulations and guidance pertaining to access to project records.

28. TRANSIT EMPLOYEE PROTECTIVE PROVISIONS

A. Applicability. All Contracts.

B. Public Transportation Employee Protective Arrangements. The Contractor agrees that 49 USC § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. DOL recognizes the following categories of arrangements:

1) DOL Certification. When the Contract involves public transportation operations and is financed with funding made available or appropriated for 49 USC §§ 5307, 5309, 5312, 5337 or 5339, as amended by MAP-21, or former 49 USC §§ 5308, 5309, 5312 or other provisions of law as required by the Federal Government, DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Contract. Therefore, the Contractor understands and agrees, and assures that Contractor, and any subcontractors, providing public transportation operations will agree, that:

   a) It must carry out the Contract as provided in its DOL Certification, which contains the terms and conditions that DOL has determined to be fair and equitable to protect the interests of any employees affected by the Contract;

   b) It must comply with 49 USC § 5333(b), and any future amendments thereto;

   c) It will follow the DOL guidelines, *Guidelines, Section 5333(b), Federal Transit Law*, 29 CFR part 215, except as DOL determines otherwise in writing;

   d) It must comply with the terms and conditions of the DOL certification of public transportation employee protective arrangements for the project, which certification is dated as identified on the Contract, including:

      (1) Alternative comparable arrangements DOL has specified for the project;

      (2) Any revisions DOL has specified for the project; or

      (3) Both;

   e) It must comply with the following documents and provisions incorporated by reference in and made part of the Contract for the project:

      (1) The DOL certification of public transportation employee protective arrangements for the project, which certification is dated as identified on the Contract;

      (2) The documents cited in that DOL certification for the project;

      (3) Any alternative comparable arrangements that DOL has specified for the project; and

      (4) Any revisions that DOL has specified for the project.

2) Special Warranty. When the project involves public transportation operations, and is financed with funding made available or appropriated for 49 USC § 5311, as amended by MAP-21, for former 49 USC § 5311 in effect in FY 2012, or a previous fiscal year, or for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Contractor understands and agrees, and assures that, it and any subcontractors, providing public transportation operations will agree, that:

   a) It must comply with Federal transit laws, specifically 49 USC § 5333(b);

   b) Follow the DOL guidelines, *Guidelines, Section 5333(b), Federal Transit Law*, 29 CFR part 215, except as DOL determines otherwise in writing;

   c) It will comply with the DOL Special Warranty for its project that is most current on the date when it executed the Contract, and documents cited therein, including:

      (1) Any alternative comparable arrangements DOL has specified for the project;

      (2) Any revisions DOL has specified for the project; or

      (3) Both;

   d) It will comply with the following documents and provisions incorporated by reference in and made part of the Contract:

      (1) The DOL Special Warranty for its project;

      (2) Documents cited in that Special Warranty;

(3) Alternative comparable arrangements DOL specifies for the project; and

(4) Any revisions that DOL has specified for the project.

3) Special Arrangements for 49 USC § 5310 Projects. The Contractor understands and agrees, and assures that any subcontractors providing public transportation operations will agree, that although pursuant to 49 USC § 5310, and former 49 USC §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 USC § 5333(b) to subrecipients participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions:

a) FTA will make case-by-case determinations of the applicability of 49 USC § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds); and

b) FTA reserves the right to make other exceptions as it deems appropriate.

29. **DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

A. Applicability. All contracts.

B. This Contract is subject to the requirements of Title 49, CFR part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is ten percent (10%). STA's overall goal for DBE participation may be found at https://www.spokanetransit.com/about-sta/disadvantaged-business-enterprise-program.

C. The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as STA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

D. If a separate contract goal has been established, Contractor is required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

E. If no separate Contract goal has been established, the successful Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

F. The Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than thirty (30) days after the Contractor's receipt of payment for that work from STA. In addition, the Contractor may not hold retainage from its subcontractors.

G. The Contractor must promptly notify STA whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of STA.

30. **PROMPT PAYMENT**

A. Applicability. All contracts.

B. The Contractor agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the Contractor receives from STA. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of STA. This clause applies to both DBE and non-DBE subcontracts.

31. **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

A. Applicability. All contracts.

B. The provisions herein include, in part, certain Standard Terms & Conditions required by DOT, whether or not expressly stated in these contract provisions. All DOT-required contractual provisions, as stated in FTA Circular 4220.1F and the Master Agreement, 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 Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause STA to be in violation of FTA terms and conditions.

32. **DRUG & ALCOHOL ABUSE AND TESTING**

A. Applicability. Operational service contracts performing safety-sensitive functions as defined under 49 CFR 655.4.

B. The Contractor agrees to comply with the following Federal substance abuse regulations:

1) Drug-Free Workplace. DOT regulations, *Drug-Free Workplace Requirements (Grants)*, 49 CFR part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 USC §§ 8103 *et seq*.; and

2) 49 CFR part 655, Alcohol Misuse and Prohibited Drug Use in Transit Operations. FTA Regulations, *Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations*, 49 USC 5331, as amended by MAP-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR part 655, to the extent applicable.

33. **OTHER FEDERAL REQUIREMENTS:**

A. Full and Open Competition. In accordance with 49 USC § 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.

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

C. Conformance with ITS National Architecture. Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 USC Section 512 note and follow the provisions of FTA Notice, *FTA National Architecture Policy on Transit Projects*, 66 Fed. Reg.1455 *et seq*., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

D. Access Requirements for Persons with Disabilities. Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 *et seq*., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

E. Notification of Federal Participation. To the extent required by law, in the announcement of any third-party contract award for goods and services (including construction services) having an aggregate value of $500,000 or more, Contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and express that amount of Federal assistance as a percentage of the total cost of the third-party contract.

F. Interest of Members or Delegates to Congress. No members of, or delegates to, the US Congress shall be admitted to any share or part of this Contract nor to any benefit arising therefrom.

G. Ineligible Contractors and Subcontractors. Any name appearing upon the Comptroller General's list of ineligible contractors for federally assisted contracts shall be ineligible to act as a subcontractor for Contractor pursuant to this Contract. If Contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, STA shall cancel, terminate or suspend this Contract.

H. Real Property. Any contract entered into shall contain the following provisions:

1) Contractor shall at all times comply with all applicable statutes and DOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR part 24, 49 CFR 5326 as amended by MAP-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and the Master Agreement between STA and FTA, as they may be amended or promulgated during the term of this Contract.

2) Contractor's failure to so comply shall constitute a material breach of this Contract.

I. Environmental Justice. Except as the Federal Government determines otherwise in writing, the Contractor agrees to promote environmental justice by following:

1) Executive Order No. 12898, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations*, February 11, 1994, 42 USC § 4321 note, as well as facilitating compliance with that Executive Order; and

2) DOT Order 5610.2, *Department of Transportation Actions to Address Environmental Justice in Minority Populations and Low-Income Populations*, 62 Fed. Reg. 18377, April 15, 1997; and

3) The most recent and applicable edition of FTA Circular 4703.1, *Environmental Justice Policy Guidance for Federal Transit Administration Recipients*, August 15, 2012, to the extent consistent with applicable Federal laws, regulations and guidance.

J. Environmental Protections. Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include:

1) the National Environmental Policy Act of 1969;

2) the Clean Air Act;

3) the Resource Conservation and Recovery Act;

4) the comprehensive Environmental Response, Compensation and Liability Act; and

5) environmental provisions with Title 23 USC, and 49 USC chapter 53.

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

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

L. Geographic Preference. All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR part 1201).

M. Organizational Conflicts of Interest. The Contractor agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows:

1) When It Occurs. An organizational conflict of interest occurs when the project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:

a) To that third-party or another third-party performing the project work, and

b) That impairs that third-party's objectivity in performing the project work, or

c) An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions.

2) Disclosure Requirements. Consistent with FTA policies, the Contractor must disclose to STA, and each of its subcontractors must disclose to the Contractor:

a) Any instances of organizational conflict of interest, or

b) Violations of federal criminal law, involving fraud, bribery or gratuity violations potentially affecting the federal award.

3) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

N. Veterans Preference. As provided by 49 USC § 5325(k), to the extent practicable, the Contractor agrees and assures that each of its subcontractors:

1) Will give a hiring preference to veterans, as defined in 5 USC § 2108, who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with federal assistance appropriated or made available for 49 USC chapter 53; and

2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

O. Safe Operation of Motor Vehicles.

1) Seat Belt Use. The Contractor agrees to implement Executive Order No. 13043, *Increasing Seat Belt Use in the United States*, April 16, 1997, 23 USC § 402 note, (62 Fed. Reg. 19217), by:

a) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles: and

b) Including a "Seat Belt Use" provision in each third-party agreement related to the Contract.

2) Distracted Driving, Including Text Messaging While Driving. The Contractor agrees to comply with:

a) Executive Order No. 13513, *Federal Leadership on Reducing Text Messaging While Driving*, October 1, 2009, 23 USC § 402 note, (74 Fed. Reg. 51225);

b) DOT Order 3902.10, *Text Messaging While Driving*, December 30, 2009: and

c) The following DOT Special Provision pertaining to Distracted Driving:

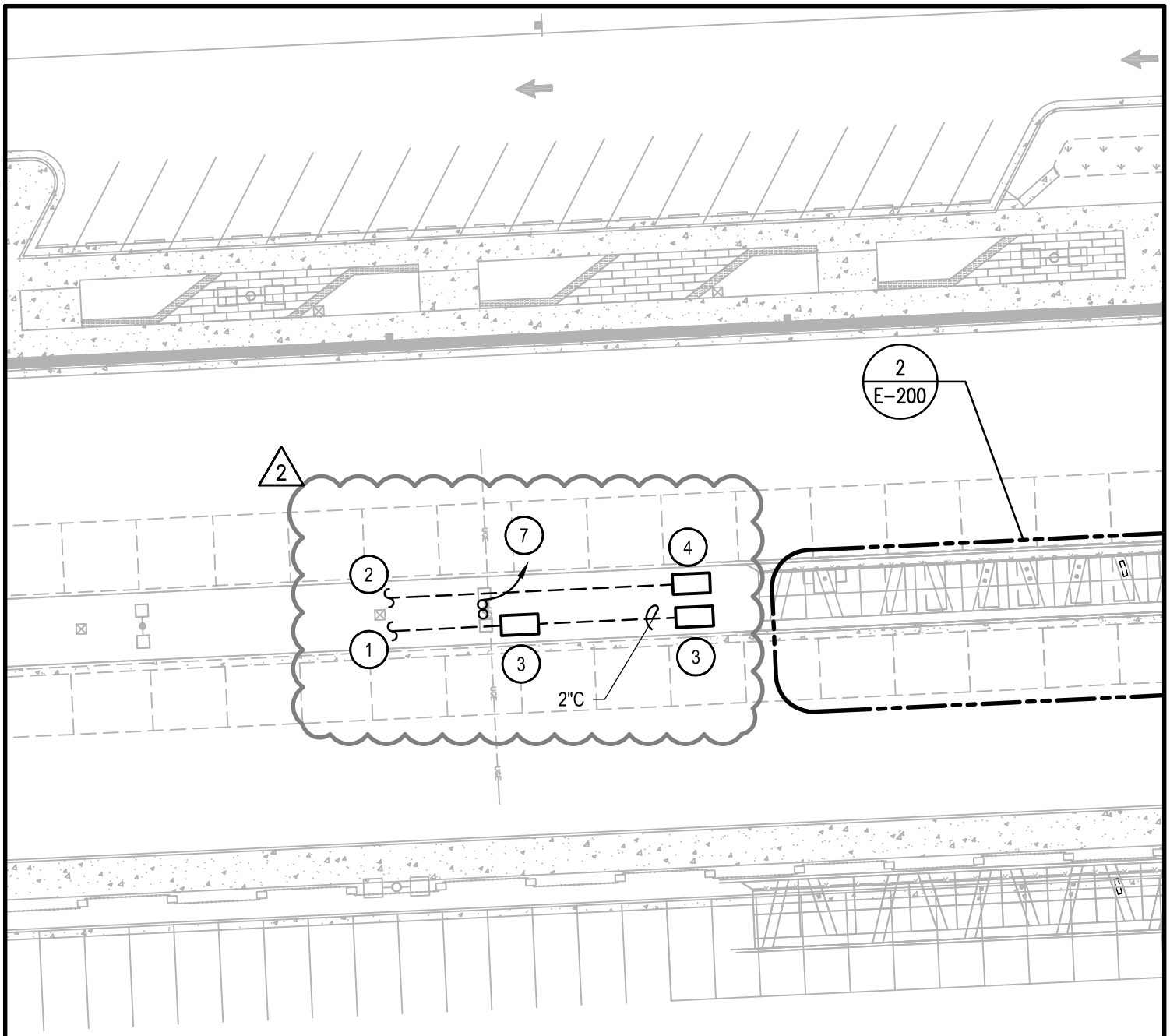
(1) Safety. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle STA owns, leases or rents, or a privately-owned vehicle when on official business in connection with the Contract, or when performing any work for or on behalf of the Contract.

(2) Contractor Size. The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness and other outreach to employees about the safety risks associated with texting while driving.

(3) Extension of Provision. The Contractor agrees to include this Section in all third-party agreements, and encourage any third-party to comply with this section, and include this Section 33.O in each third-party agreement at each tier supported with federal assistance.

P. Notification of Dispute, Breach, Default and Litigation. Contractor, its subconsultants and subcontractors, of any tier, shall promptly notify (through the Contractor) STA in writing of any current or prospective legal matter that may impact any contract that is considered a "covered transaction" in accordance with 2 CFR §§ 180.220 and 1200.220. The Contractor, its subconsultants and subcontractors, shall include the requirements of this section in all subcontracts with third parties at every tier.

END OF SECTION 007200.3



1 ELECTRICAL PLAN

SCALE: 1"=30'-0"

Spokane Transit

COFFMAN ENGINEERS
10 N. Post St.
Spokane, WA 99201
ph 509.328.2994
www.coffman.com

PROJECT STA City Line-Station 28

ADDENDUM # 2

DATE	DRAWN	DWG. NO.	JOB NO.	REF. SHT.
04-15-2021	TAB	EC-01	202119	E-200

DESCRIPTION
CONDUIT MODIFICATIONS

PLUG.

4. PROVIDE NYLON PULL STRING IN ALL CONDUITS.

SHEET NOTES

2

1. INTERCEPT EXISTING (2)4"C FROM ELECTRICAL ROOM, (2)1"C FROM EXISTING LIGHT POLES AND (1) 2"C FROM IT ROOM AND EXTEND TO POWER JUNCTION BOX.
2. INTERCEPT AND EXTEND (1)2"C COMMS FROM IT ROOM AND (2)1"CONDUITS FROM EXISTING LIGHT POLES TO COMMUNICATIONS JUNCTION BOX.
3. 20" x 30" WSDOT TYPE 8 JUNCTION BOX FOR POWER. PROVIDE WITH ANTI-SLIP LOCKING STEEL COVER.
4. 20" x 30" WSDOT TYPE 8 JUNCTION BOX FOR COMMUNICATIONS. PROVIDE WITH ANTI-SLIP LOCKING STEEL COVER.
5. PROVIDE (1)1"C TO POWER JUNCTION BOX AND (1)1"C TO COMMUNICATIONS JUNCTION BOX. SEE SHEET NOTES 3 AND 4.
6. PROVIDE (1)1"C TO POWER JUNCTION BOX. SEE SHEET NOTE 3.

2

7. PROVIDE (1)1"C TO POWER JUNCTION BOX AND (1)1-1/2"C TO COMMUNICATIONS JUNCTION BOX. SEE SHEET NOTES 3 AND 4.

30 15 0 30 60

SCALE: 1 INCH = 30 FEET

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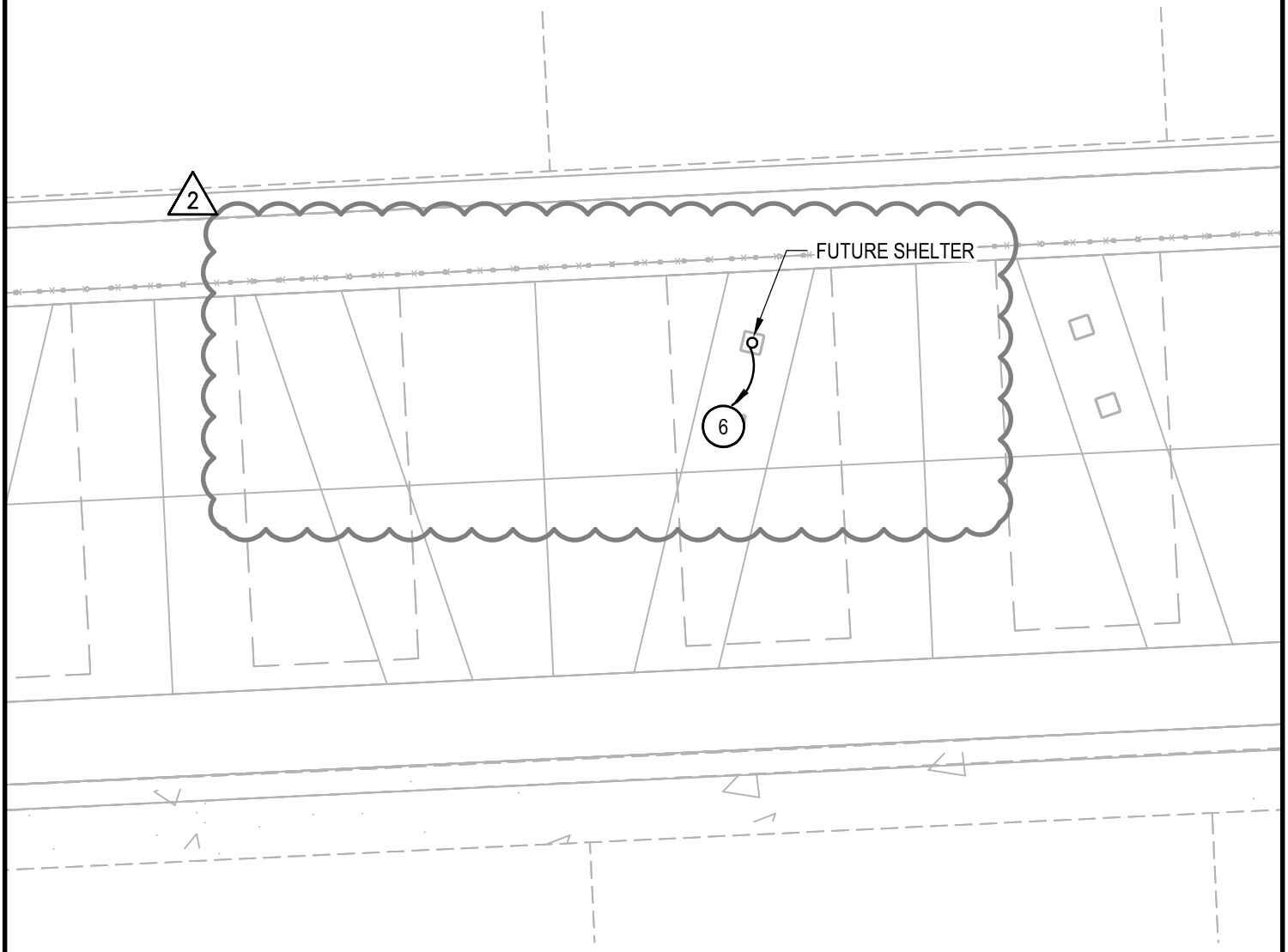
ADDENDUM # 2

DATE	DRAWN	DWG. NO.	JOB NO.	REF. SHT.
04-15-2021	TAB	EC-02	202119	E-200

DESCRIPTION
CONDUIT MODIFICATIONS



2 ENLARGED PLAN

SCALE: 1/4" = 1'-0"

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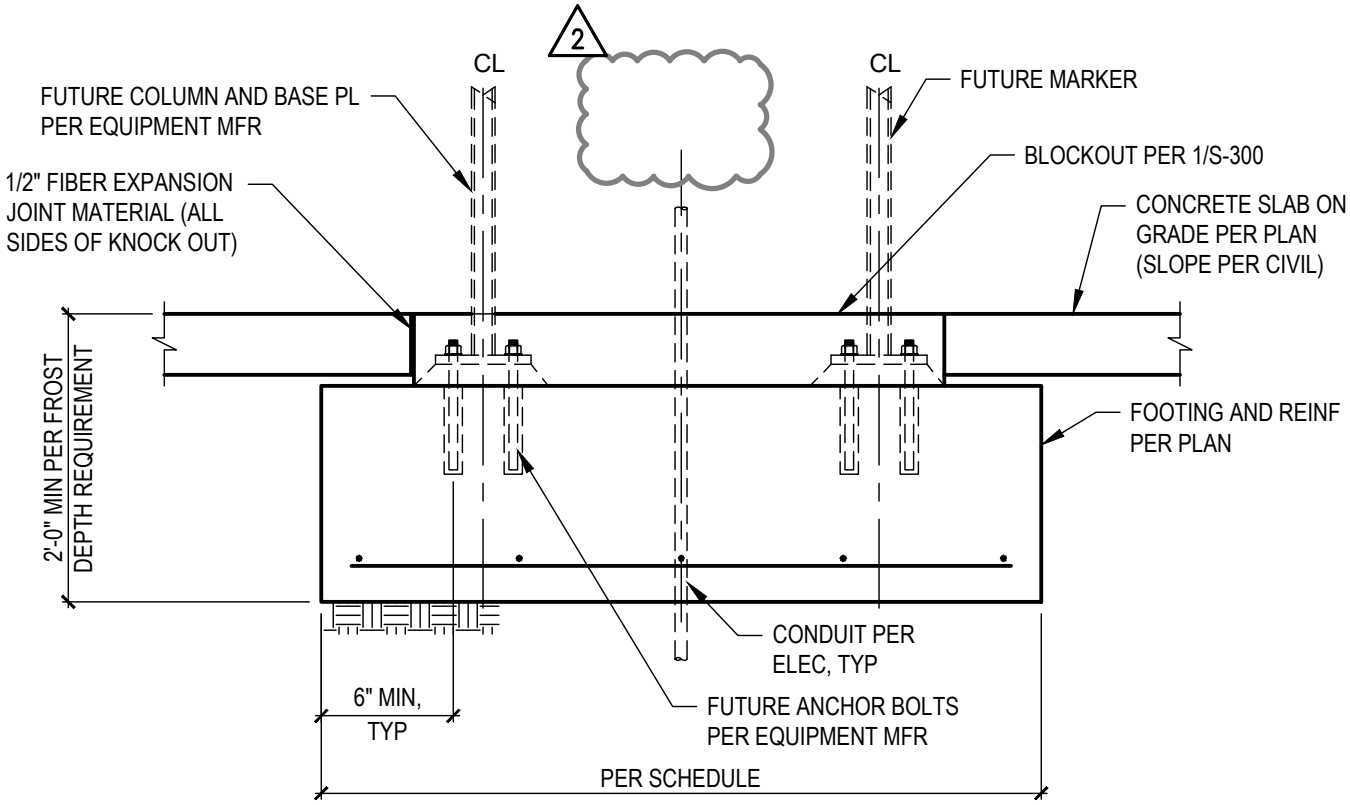
PROJECT STA City Line-Station 28

ADDENDUM # 2

DATE	DRAWN	DWG. NO.	JOB NO.	REF. SHT.
04-15-2021	TAB	EC-03	202119	E-200

DESCRIPTION
CONDUIT MODIFICATIONS



NOTES:

1. FOR INFORMATION NOT SHOWN, SEE 1/S-300.
2. CONDUIT LOCATION PER STATION CONDUIT PLAN.

2 TYPICAL MARKER FOUNDATION

Spokane Transit

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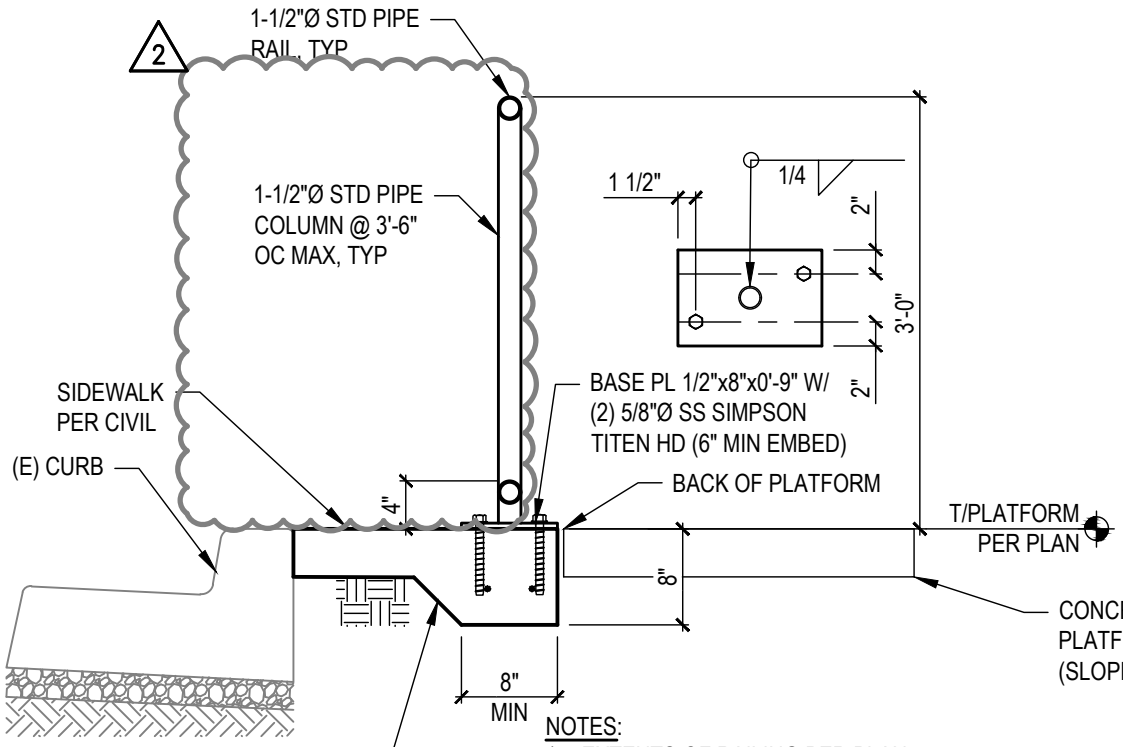
PROJECT STA City Line-Station 28

ADDENDUM # 2

DATE	DRAWN	DWG. NO.	JOB NO.	REF. SHT.
04-14-2021	DFP	SC-01	202119	S-300

DESCRIPTION
TYPICAL MARKER FOUNDATION



NOTES:

1. EXTENTS OF RAILING PER PLAN.
2. RAILINGS ARE TO BE GALVANIZED AND PAINTED WITH HIGH PERFORMANCE RUSTOLEUM COLOR GRAPHITE GREY RAL 7024. 1st COAT: 9100 DMT EPOXY MASTIC, 2nd & 3rd COATS: 9600 DMT URETHANE MASTIC (ALTERNATE EQUIVALENT PAINTS ARE ACCEPTABLE). GLOSS - LEVEL5.
3. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS PRIOR TO FABRICATION.
4. CONTRACTOR TO PROVIDE RAIL LAYOUT IN SHOP DRAWINGS FOR ENGINEER REVIEW PRIOR TO FABRICATION.

3 RAIL SECTION

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PROJECT STA City Line-Station 28

ADDENDUM # 2

DATE	DRAWN	DWG. NO.	JOB NO.	REF. SHT.
04-14-2021	DFP	SC-02	202119	S-300

DESCRIPTION
RAIL SECTION