

Worcester Regional Transit Authority



Invitation for Bids (IFB) # 2022-003

FOR

Four-Post Vehicle Lift

**BIDS DUE:**

Friday, April 8, 2022

12:00 p.m., EST

Dennis J. Lipka, Administrator  
Worcester Regional Transit Authority  
60 Foster Street  
Worcester, MA 01608

**CONTACT:**

Nicholas Burnham, Grants and Compliance Manager

(508) 453-3401

[nburnham@therta.com](mailto:nburnham@therta.com)

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## SECTION 1. GENERAL INFORMATION

The Worcester Regional Transit Authority, herein referred to as “WRTA” is a political subdivision of the Commonwealth of Massachusetts. It is responsible for public transit services in thirty-seven (37) communities within the Central Massachusetts region, and is funded with Federal, State and local subsidies, as well as farebox revenue. The WRTA was created pursuant to Massachusetts General Laws, Chapter 161B.

The WRTA is an Equal Opportunity Employer. Disadvantaged Business Enterprises are encouraged to submit bids and no Bidder will be subject to discrimination based on race, color, religion, ancestry, national origin, age, gender, disability, sexual orientation, veteran status, or other protected class, as identified by law, in consideration of an award of contract.

The WRTA is seeking sealed bids from qualified firms for the purchase, delivery, and installation of a four-post lift to elevate Ford E350 transit vans, medium sized trucks, and automobiles for the purpose of inspection, maintenance, servicing, and cleaning.

The WRTA is required to comply with the mandates of the Americans with Disabilities Act (ADA), as are the entities with which it contracts for transit. For the purposes of this contract and project, the WRTA must also comply with funding rules and regulations of the Federal Transit Administration (FTA) and the Massachusetts Department of Transportation (MassDOT), as well as other federal and state funding sources.

## SECTION 2. INSTRUCTIONS TO BIDDERS

### 2.1 Preparation of IFB

Bidders shall submit the completed Invitation for Bid (IFB) with appropriate attachments / exhibits. All attachments / exhibits shall be identified with the Bidder’s name and IFB number. IFB responses must be completed in ink, or word / electronically processed. No oral, telephone, fax, or photocopied responses will be accepted.

### 2.2 IFB Documents

The following, in addition to this IFB, constitute the IFB documents:

- Exhibit A – Four-Post Vehicle Lift Specifications (Section 14 45 20)
- Exhibit B – Equipment Basic Materials and Methods Specifications (Section 11 05 00)
- Exhibit C – Prospective Bidder Fact Sheet
- Exhibit D – Customer References
- Exhibit E – Non-Collusion Declaration
- Exhibit F – Federal Contract Clauses
- Exhibit G – Bid Protest Procedures
- Exhibit H – Agreement / Contract

### 2.3 IFB Process Schedule

The following is an anticipated IFB engagement schedule. The WRTA may change the estimated dates and process as deemed necessary.

The proposed schedule for submittal reviews and notification is as follows:

Activity	Date
Release IFB	March 14, 2022
Advertise IFB – Online at <a href="http://www.therta.com">www.therta.com</a>	March 14, 2022
Deadline for Written Questions	March 25, 2022
Deadline for Issuance of Addendum (if necessary)	March 28, 2022
Deadline for Submittals	April 8, 2022
Approximate Award Date	April 15, 2022

2.4 Submission of Bid to IFB

Bidders shall submit the following:

One (1) copy of the completed Official IFB Form and the following Exhibits:

- Exhibit C – Prospective Bidder Fact Sheet
- Exhibit D – Customer References
- Exhibit E – Non-Collusion Declaration
- Exhibit F – Federal Contract Clauses
- Exhibit G – Bid Protest Procedures
- Exhibit H – Agreement / Contract

Bids to the IFB shall be delivered in a **sealed envelope clearly marked as IFB #2022-003** assigned by the WRTA, addressed to:

Nicholas Burnham, Grants and Compliance Manager  
Worcester Regional Transit Authority  
60 Foster Street  
Worcester, MA 01608

Bidders shall be solely responsible for any and all costs incurred in the preparation or submittal of the bid. No portion of these costs shall in anyway be incurred by the WRTA.

2.5 Pre-Bid Site Visit

No pre-bid site visit will be scheduled.

2.6 Public Opening of IFB

There will not be a public opening for this IFB.

2.7 Multiple Bids

Only one IFB will be accepted from any one person, partnership, corporation or other entity.

2.8 Updates and Addenda

No one is authorized to amend any of these documents in any respect by an oral statement or to make any representation or interpretation in conflict with their provisions. Any changes to these documents will be issued in writing via Addendum by Nicholas Burnham or designee.

Bidders shall be responsible for continually checking the WRTA's website at [www.therta.com](http://www.therta.com) for the most current information regarding this IFB. Current information may be in the form of an update or formal addendum. Updates and / or addenda will be posted on the above-mentioned website by March 28, 2022 at 11:59 p.m. EST.

2.9 Late Bids

All bids to the IFB must be delivered in person or received by mail no later than April 8, 2022 at 12:00 p.m. EST. Bidders shall be responsible for the timely delivery of their IFB's. Bids received after the deadline will not be considered.

2.10 Point of Contact

All correspondence regarding this IFB shall be directed in writing to Nicholas Burnham who may be reached by email at [nburnham@therta.com](mailto:nburnham@therta.com). No other individual has the authority to respond to any questions submitted unless specifically authorized by Nicholas Burnham. Failure to adhere to this process may disqualify the Bidder.

2.11 Non-Collusion Declaration

Bidder shall execute a Non-Collusion Declaration on the form furnished by the WRTA (located in **EXHIBIT E**). This declaration must be submitted with the bid and will become part of all resulting contracts.

2.12 References

Bidder shall submit **EXHIBIT D – Customer References** with IFB.

2.13 IFB Evaluation Criteria

If an award is made, it will be made to the lowest responsive and responsible Bidder(s). In addition to the total price, other factors including prior performance, maintenance costs, warranty provisions, and delivery time may be considered.

2.14 Reservations

The WRTA reserves the right to do the following at any time and for its own convenience, at its sole discretion:

- To reject any and all bids, without indicating any reason for such rejection
- Waive or correct any minor or inadvertent defect, irregularity or technical error in any IFB or procedure, as part of the IFB or any subsequent negotiation process
- Terminate this IFB and issue a new Invitation for Bid anytime thereafter
- Procure any materials or services specified in the IFB by other means
- Extend any or all deadlines specified in the IFB, including deadlines for accepting IFBs by issuance of an Addendum at any time prior to the deadline for receipt of bids to the IFB
- Disqualify any Bidder on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the bid or other data available to the WRTA. Such disqualification is at the sole discretion of the WRTA
- Reject any Bidder that is in breach of or in default under any other agreement with the WRTA

- Reject any Bidder deemed by the WRTA to be non-responsive, unreliable, unqualified, or non-responsible

2.15 Notification of Withdrawals of Bids to IFBs

Bids may be modified or withdrawn prior to the date and time specified for IFB submission by an authorized representative of the Bidder or by formal written notice. All bids not withdrawn prior to the bid due date will become property of the WRTA.

2.16 Interpretation

Should any discrepancies or omissions be found in the IFB specifications / requirements, or doubt as to their meaning, the Bidder shall notify the WRTA in writing at once (email is acceptable). The WRTA will post updates or addenda on its website ([www.therta.com](http://www.therta.com)). The WRTA shall not be responsible for oral interpretations. Questions must be received by March 25, 2022. All addenda issued shall be incorporated in the Contract.

2.17 Notice of Intent to Award

Notice of Intent to Award may be issued upon receipt of all required documents.

2.18 Execution of Agreement

Upon successful reference checks, evaluation and receipt of all required documents, an agreement (located in **EXHIBIT H**) or Purchase Order must be executed by both parties.

2.19 Proprietary Information

All information appearing within the bid is subject to public inspection. Any proprietary information must be clearly marked as such and submitted in a separate sealed envelope, provided, however, that this process shall not impede the obligation of the WRTA to respond to any public records request as required by Applicable Law. Reference sealed envelope within the body of the bid.

2.20 Exceptions and / or Deviations

No exceptions to or deviations from this specification will be considered, unless each exception or deviation is specifically stated by the Bidder as an exception and accompanied by a detailed statement completely defining the exception and / or deviation. The manufacturer's name, product name or trade name, and catalog or part number must be shown on the IFB in the designated places; however, that information is not sufficient evidence that the Bidder is making an exception. If no exception or deviation is shown, the Bidder will be required to furnish the equipment exactly as specified herein. The burden of proof of compliance with this specification will be the responsibility of the Bidder. The WRTA reserves the right to reject, as unresponsive, any bid not containing all information requested by the WRTA.

## SECTION 3. SPECIFICATIONS AND REQUIREMENTS

### 3.1 General Description

The WRTA is seeking sealed bids from qualified firms for the delivery, and installation of an 18,000-lb. capacity surface-mounted commercial-grade four-post lift with approach ramps, two rolling jacks to facilitate brake and tire work, and lighting package. Delivery and installation must be completed on, or prior to June 30, 2022.

Please refer to **EXHIBIT A** – Four-Post Vehicle Lift Specifications (Section 14 45 20), for a general description and purpose of this project.

### 3.2 Specifications and Requirements

Please refer to **EXHIBIT A** – Four-Post Vehicle Lift Specifications (Section 14 45 20); and **EXHIBIT B** – Equipment Basic Materials and Methods Specifications (Section 11 05 00) for the specifications and requirements of this project.

### 3.3 “Approved Equal” Specifications

Any reference to brand names in the IFB is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality will be considered, unless otherwise specified, providing the bid clearly describes the shelter proposed and how it differs from the referenced brands.

The WRTA will determine whether a substitute four-post vehicle lift is equivalent to and meets the standards of quality indicated by the brand name referenced; and the WRTA may require a Bidder proposing a substitute to supply additional descriptive material and sample/drawings.

## SECTION 4. STANDARD TERMS AND CONDITIONS

### 4.1 Invoicing

The WRTA will only pay by original invoice. The WRTA will not authorize and does not participate in funding payments to a contractor prior to the incurrence of costs. Progress payments may be authorized provided the following requirements are followed:

- Progress payments are only made to the contractor for costs incurred in the performance of the contract
- When progress payments are used, the WRTA must obtain title to property (materials, equipment, etc.) for which progress payments are made

### 4.2 Controlling Law

The Contract shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and proper venue for legal action regarding the Contract shall be WRTA.



4.3 Taxes, Charges and Extras

The WRTA is exempt from all federal excise taxes, including tax on transportation and Massachusetts's sales tax. Price(s) quoted to the WRTA shall not include said taxes. Upon request the WRTA will furnish the Contractor with a tax exemption certificate.

No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the WRTA unless expressly included and itemized in the bid.

4.4 Award

Unless the prospective Bidder specifies otherwise in his / her bid, or the Invitation for Bid states otherwise, the WRTA may accept any item or group of items of any bid.

The WRTA reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.

A written Contract / Purchase Order mailed, or otherwise furnished, to the awarded Bidder within the time for acceptance specified, results in a binding contract without further action by either party. The contract shall be interpreted, construed and given in all respects according to the laws of the Commonwealth of Massachusetts.

All Bidders must be registered on the System for Award Management (SAM), an official website of the U.S. government, online at [www.sam.gov](http://www.sam.gov). There is no cost to use SAM, and registration to do business with the U.S. government is available directly through the SAM website. Bidders must also provide a DUNS number. **Firms not registered and active in SAM by the bid due date will not be considered for this award.**

4.5 Alteration or Variation of Terms

It is mutually understood and agreed that no alteration or variation of the terms of this IFB or subsequent contract shall be valid unless made or confirmed in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between the parties hereto shall be binding on any of the parties hereto.

4.6 Assignability

A contract is not assignable by the Bidder either in whole or in part.

4.7 Compliance with Statute

The Bidder hereby warrants that all applicable Federal and State statutes and regulations or local ordinances will be complied with in connection with the sale and delivery of the property furnished.

4.8 Warranty

The Bidder warrants to WRTA that the goods and / or services covered by this order will conform to the drawings, specifications, samples, descriptions and time provisions furnished by WRTA and will be of first-class material and workmanship and free from defects; and WRTA

reserves the right to cancel the unfilled portion of this order without liability to the Bidder for breach of this warranty. Goods will be received subject to inspection and acceptance at destination by WRTA; risk of loss before acceptance shall be on the Bidder. Defective goods rejected by WRTA may without prejudice to any other legal remedy be held at the Bidder's risk and returned to the Bidder at the Bidder's expense. Defects are not waived by acceptance of goods nor by failure to notify the Bidder thereof.

4.9 Federal Contract Clauses

The goods and / or services covered by this IFB are being funded in part with funds from the U.S. Department of Transportation, Federal Transit Administration, and the Massachusetts Department of Transportation. The enclosed Federal Contract Clauses apply to this procurement (located in **EXHIBIT F**) and will become a part of all resulting contracts. The enclosed Required Certifications must be submitted with the bid and will become part of all resulting contracts.

4.10 Davis-Bacon

The goods and / or services covered by this IFB are not subject to Davis-Bacon and related acts compliance.

4.11 Rights and Remedies of WRTA for Default

In the event any item furnished by the Bidder in the performance of the contract or purchase order should fail to conform to specifications therefore, or to the sample submitted by the Bidder with his / her bid, the WRTA may reject the same, and it shall thereupon become the duty of the Bidder to reclaim and remove the same, without expense to the WRTA, and immediately to replace all such rejected items with others conforming to such specifications or samples; providing that should the Bidder fail, neglect or refuse so to do the WRTA shall have the right to purchase on the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may thereafter become due to the Bidder the difference between the prices named in the contract or purchase order and make the actual cost thereof to the WRTA. In the event the Bidder shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of the WRTA to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government.

Cost of delivery of an item which does not meet specifications, will be the responsibility of the Bidder.

The rights and remedies of the WRTA provided above shall not be exclusive and are in addition to any other rights and remedies provided by the law or under the contract.

4.12 Severability

Should any part of the Contract or Purchase Order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Contract or Purchase Order which shall continue in full force and effect; provided that the remainder of the Contract or Purchase Order can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

#### 4.13 Bid Results

Bid results will be made available for inspection electronically by contacting Nicholas Burnham at [nburnham@therta.com](mailto:nburnham@therta.com).

#### 4.14 DBE Objective / Policy Statement

The Worcester Regional Transit Authority (WRTA) has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR § 26. The WRTA has received Federal financial assistance from the DOT and as a condition of receiving this assistance, the WRTA has signed an assurance that it will comply with 49 CFR § 26.

It is the policy of the WRTA to ensure that all contracts and procurements will be administered without discrimination on the basis of race, color, national origin, or sex. The WRTA ensures that Disadvantaged Business Enterprises (DBEs) shall have an equal opportunity to compete for and participate in DOT-assisted contracts. It is also our policy to:

1. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
2. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
3. To ensure that only firms that fully meet 49 CFR § 26 eligibility standards are permitted to participate as DBEs;
4. To help remove barriers to the participation of DBEs in DOT-assisted contracts;
5. To assist the development of firms that can compete successfully in the marketplace outside the DBE program.

The Grants and Compliance Manager has been designated as the DBE Liaison Officer (DBELO). The DBELO has direct, independent access to the Chief Executive Officer (Administrator) concerning DBE program matters. The DBELO is responsible for implementing all aspects of the WRTA DBE program. The WRTA has adequate staff, (including procurement, finance, etc.), to administer the program in compliance with 49 CFR § 26.

WRTA has circulated this policy statement to the Advisory Board, throughout our organization and to the DBE and non-DBE business communities that perform work on our DOT-assisted contracts. Distribution has been accomplished via our website [www.therta.com](http://www.therta.com), inclusion with procurement documents and through outreach to community organizations.

SECTION 5. OFFICIAL IFB FORM

The undersigned Bidder agrees to furnish all work, materials, equipment or incidentals which are subject to this IFB at the prices stated, and in conformance with all plans, specifications, requirements, conditions, and instructions of WRTA Invitation to Bid # 2022-003. The bid prices shall INCLUDE ALL FREIGHT CHARGES, and be bid at F.O.B. Destination.

BIDDING CONTRACTOR NAME: \_\_\_\_\_

LUMP SUM BID AMOUNT: \_\_\_\_\_ (Dollars)  
(\$ \_\_\_\_\_)

A. Brand and Model offered, delivered F.O.B. Destination (WRTA Maintenance and Operations Facility, 42 Quinsigamond Ave., Worcester, MA 01610):

\_\_\_\_\_

B. Any exception to, or deviation from, specifications, conditions, or requirements as noted in this invitation:

Check One:       None       Detailed Statement Attached

C. Warranty Offered: Full explanation of standard parts warranty, and duration (copy of warranty form must be attached).

\_\_\_\_\_

D. Statement and full explanation of any optional extended warranties or maintenance agreements available, with costs:

\_\_\_\_\_

E. Name and address of nearest authorized services to WRTA:

\_\_\_\_\_

F. Delivery: All equipment will be delivered and fully operational within \_\_\_\_\_ calendar days after notice of award.

**Respectfully Submitted:**

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Name

Title

---

Business Address (City, State, and Zip Code)

---

Telephone

Email

SECTION 14 45 20

FOUR-POST VEHICLE LIFT

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. System Description
- B. Related Sections
- C. Reference Standards
- D. Submittals
- E. Quality Assurance
- F. Warranty
- G. Manufacturer's Services
- H. Maintenance
- I. Equipment Identification
- J. Certifications
- K. Manufacturers
- L. General Description
- M. Capacity, Dimensions, and Speeds
- N. Controls
- O. Safety
- P. Construction and Mechanical Features
- Q. Additional Required Features
- R. Painting
- S. Installation
- T. Field Testing
- U. Start-Up and Training
- V. Acceptance

1.2 SYSTEM DESCRIPTION

- A. 18,000-lb. capacity surface-mounted commercial-grade four-post lift with approach ramps, two rolling jacks to facilitate brake and tire work, and lighting package.

### 1.3 RELATED SECTIONS

- A. Section 031500 – Post-Installed (Drilled-In) Adhesive Anchors
- B. Section 11 05 00 – Equipment Basic Materials and Methods

### 1.4 REFERENCE STANDARDS

- A. American National Standards Institute (ANSI) / Automotive Lift Institute (ALI)
  - 1. ANSI/ALI ALCTV 2017 "Safety Requirements for the Construction, Testing and Validation of Automotive Lifts"
- B. American National Standards Institute (ANSI) / Underwriters Laboratories (UL)
  - 1. ANSI/UL 201 “Standard for Safety Garage Equipment”
- C. International Electrotechnical Commission (IEC)
  - 1. EN 60529 “Degrees of protection provided by enclosures”

### 1.5 SUBMITTALS INCLUDE

- A. Shop drawings and data, with all exceptions to the Specifications noted, as follows:
  - 1. Catalog cuts and other Manufacturer literature, annotated to indicate specific model being provided.
  - 2. Dimensioned general arrangement drawings showing the equipment in detail with all mechanical and electrical interfaces clearly called out. Indicate required utility loads and points of connection.
  - 3. Wiring diagrams of all electrical equipment. Interconnection diagrams shall show what electrical equipment is located in each control enclosure. All electrical equipment and components shall be identified.
  - 4. Product data for the power unit.
  - 5. Schematic of hydraulic system.
- B. Manufacturer’s installation instructions and utility (air, electric) requirements.
- C. Product data for post-installed adhesive/epoxy anchors, including ICC test report.
- D. Manufacturers’ recommended list of parts for equipment furnished under this Section. Such a list shall include all spare parts which the manufacturer (s) expects to be required for maintenance/replacement purposes during the first two years of equipment operation. The list shall include part numbers, part descriptions and current pricing. Prices are to be valid for a period of one year following the date of the system commissioning.
- E. Procedure for Demonstration and Acceptance Testing of the equipment, as defined in Section 11 05 00.

- F. Operation & Maintenance (O&M) Manual, in accordance with Section 11 05 00 and as defined below:
  1. Draft manual shall be submitted in electronic format (e.g., searchable PDF) on USB flash drive, or may be downloadable from an FTP site (e.g., DropBox) with WRTA approval.
  2. O&M Manual shall contain upfront a project-specific summary page that includes the project name & location, the type of equipment, the Model Number and Serial Number being supplied to WRTA, and contact information for the nearest authorized dealer/service facility.
  3. O&M Manual shall include a Table of Contents, Warranty Form(s), and a detailed chart or table of troubleshooting information.
  4. Final O&M Manual shall be updated to reflect as-built conditions and training feedback.
  5. Final O&M Manual shall include signed warranty form(s), all certificates, and acceptance test reports (factory / site).
  6. For Final O&M Manual, submit one hard copy and two electronic copies (searchable PDF) on USB flash drives.
  7. Items not provided by the Manufacturer shall be provided by the Contractor.
- F. "Buy America" certification: Certification that lift system meets the requirements of "Buy America" as defined in Article 1.11 CERTIFICATIONS.
- G. ANSI/ALI ALCTV 2017 certification as defined in Article 1.11 CERTIFICATIONS.
- H. Training Plan, as defined in Section 11 05 00.
- I. Draft copy of warranty for review. Submit fully-executed copy with Final O&M documentation.

## 1.6 QUALITY ASSURANCE

- A. Like items of equipment covered under this Section shall be the end products of one manufacturer.
- B. The manufacturer of all equipment furnished under this Section shall have demonstrated a minimum of ten years of experience in the manufacture of such equipment.
- C. The installation of equipment furnished under this Section shall be a factory-authorized Installer for the manufacturer and shall have a minimum of ten years' experience in the installation of such equipment. Installer shall employ an adequate number of skilled workmen having documented training and experience in the methods and requirements necessary for the execution.
- D. The lift manufacturer shall supply the complete equipment units specified herein.
- E. The lift manufacturer shall have overall system manufacturing responsibility and shall coordinate all items therein.
- F. The Manufacturer shall have an authorized local installation and service agency. This agency shall be staffed with qualified service technicians, thoroughly trained in the start-up, adjustment and operation of the lift and hydraulic operated system. The



Manufacturer's service technicians shall be fully capable of conducting a training session during the subsequent installation for WRTA's personnel in the operation and maintenance of the lift system, including trouble-shooting procedures.

## 1.7 WARRANTY

- A. Provide special project warranty, signed by Contractor, Installer, and Manufacturer, agreeing to replace, repair, or restore defective materials and workmanship of the lift during warranty period. This warranty shall be in addition to, and not a limitation of, other rights WRTA may have against the Contractor under the Contract Documents.
  - 1. "Defective" is hereby defined to include, but not by way of limitation, operation or control system failures, performances below required minimums, excessive wear, unusual deterioration or aging of materials or finished, unsafe conditions, the need for excessive maintenance, abnormal noise or vibration, and similar unusual, unexpected, and unsatisfactory conditions.
  - 2. Warranty period, starting at Final Acceptance, is minimum 24 months for parts and minimum 12 months for labor, or manufacturer's standard, whichever is longer.
  - 3. Refer to Section 11 05 00 for additional Warranty requirements.

## 1.8 MANUFACTURER'S SERVICES

- A. The Contractor shall provide the services of an experienced, authorized manufacturer's representative for the equipment specified herein, who shall be present at the jobsite and/or classroom designated by WRTA for the minimum man-days listed for the services shown below, travel-time excluded:
  - 1. Two- eight (8) hour days for installation assistance, inspection, functional testing, and certification of the installation.
  - 2. Two – four (4) hour training sessions to be held on different days at different times to accommodate WRTA shifts for jobsite training of WRTA personal including trouble-shooting procedures.
- B. An authorized manufacturer's representative shall inspect the installation of all equipment furnished under this Section and shall provide a certificate of satisfactory installation.

## 1.9 MAINTENANCE

- A. Service and Spare Parts
  - 1. The manufacturer furnishing the equipment shall have an authorized distributor facility with service personnel and spare parts inventory within 75 miles of the City of Worcester, MA.
  - 2. The service personnel at the facility shall have had manufacturer-certified training and previous experience in the repair of the equipment installed under this specification.

## 1.10 EQUIPMENT IDENTIFICATION

- A. Nameplate: Manufacturer shall securely attach in a prominent location on the lift and power unit a permanent non-corroding nameplate with stamped figures showing

manufacturer's name, address, model number, serial number, date manufactured, electrical data, and lifting capacity.

- B. ALI Gold Label on the lift.

#### 1.11 CERTIFICATIONS

- A. Submit signed certification that the lift system:
  - 1. Meets ANSI/ALI ALCTV 2017
  - 2. Will include the ALI Gold Label on the equipment
  - 3. Is listed in ALI's online directory of certified lifts at [www.autolift.org/ali-directory-of-certified-lifts/](http://www.autolift.org/ali-directory-of-certified-lifts/).
- B. Submit "Buy America" Certification of Compliance: Signed statement or form certifying that the lift system meets the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.
- C. Submit signed certification from the manufacturer's authorized representative, attesting to the following:
  - 1. Inspection of the installed equipment and its satisfactory installation.
  - 2. Satisfactory operation of the equipment upon completion of field testing.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. BendPak
  - 1. 1645 Lemonwood Dr, Santa Paula, CA 93060, (800) 253-2363, [www.bendpak.com](http://www.bendpak.com)
  - 2. Model HDS-18E.
- B. Challenger Lifts
  - 1. 2311 South Park Rd, Louisville, KY 40219, (800) 648-5438, [www.challengerlifts.com](http://www.challengerlifts.com)
  - 2. Model 44018.
- C. Rotary
  - 1. 2700 Lanier Dr, Madison, IN 47250, (800) 445-5438, [www.rotarylif.com](http://www.rotarylif.com)
  - 2. Model SM18N000.
- D. Approved Equal

#### 2.2 GENERAL DESCRIPTION

- A. A four-post lift to elevate Ford E350 transit vans, medium sized trucks and automobiles for the purpose of inspection, maintenance, servicing and cleaning.
- B. The lift system shall consist of four vertical posts, left- and right-side deck assemblies, and front and rear crossmember assemblies.

- C. The lift shall rise from the action of a single hydraulic cylinder, acting in a synchronized manner on stainless steel cable or high-tensile strength leaf chain in each post.
- D. The lift system shall be surface-mounted on the existing reinforced concrete slab.
  - 1. The WRTA facility has an impermeable gas vapor barrier system installed below the slab that must not be penetrated or otherwise compromised during the installation of the new lift.

### 2.3 CAPACITY, DIMENSIONS, AND SPEED

- A. Lifting Capacity: 18,000 lbs. minimum
- B. Lifting Time: 60 sec – 75 sec
- C. Maximum Vehicle Wheelbase: 194”
- D. The lift columns shall have an overall height of no more than 102”.
- E. Runway Height (When Fully Lowered): 7.25” – 8.25”.
- F. Maximum Rise: 58” minimum
- G. Maximum Lifting Height: 69” minimum
- H. Overall Width: Not to exceed 154”
- I. Overall Length (including ramps): Not to exceed 314”
- J. Drive-Through Clearance: Not less than 109”
- K. Runway Width: 22”
- L. Runway Length: Not to exceed 258”
- M. Width Between Runways: Not less than 40”; verify with WRTA prior to fabrication.

### 2.4 CONTROLS:

- A. The lift system shall have all control voltage rated to a maximum of 24 VDC.
- B. Control panel shall have as a minimum:
  - 1. System disconnect.
  - 2. “Power-on” pilot lamp.
  - 3. An “up” button
  - 4. A “down” button
  - 5. A "lock release" button.
  - 6. A lighting switch
- C. Control panel shall be rated “IP 65” (as defined in IEC EN 60529) for dust and liquids.

### 2.5 SAFETY

- A. An independent and fail-safe mechanical safety device shall be present on each post. The safety device shall be totally independent from the lifting system drive.
  - 1. Spring-loaded safety locks shall automatically engage continuously during rise.
  - 2. Each post shall be equipped with a multi-position internal lock ladder for precise runway leveling.
  - 3. Locking positions: Nine minimum.
  - 4. Lock spacing: Not greater than six inches.

- 5. Provide a push-button pneumatic lock release to disengage all post locks simultaneously.
- B. The lift system shall incorporate a dust-proof and splash-proof electrical system (IP 65).
- C. Up/down push buttons shall be of a "dead man" design requiring constant pressure while raising or lowering a vehicle.
- D. The system shall automatically detect and shut down should an obstruction that would prevent the proper down motion of the carriage be encountered. In this event, it shall not be possible to lower the vehicle and the vehicle must be raised a minimum 1½ inches to allow the obstruction to be removed.
- E. The lift shall include an automatic leveling system which automatically adjusts the position of the individual post to maintain a height differential no greater than 1/2 inch between runways.
- F. A palm-operated RED emergency mushroom-type push button shall be located at the control panel to permit immediate deactivation of the entire lifting system. If activated, it should be a simple turn to reset.

## 2.6 CONSTRUCTION AND MECHANICAL FEATURES

- A. Runways shall have wheel stops, non-skid surface, and built-in runway rail system for operation of rolling jacks.
- B. Hydraulic lifting cylinder shall be of a piston type to prevent leakage in the case of piston damage.
- C. Hydraulic cylinder shall be equipped with a hose burst check valve to prevent decent in the event of a major fluid leak.
- D. Lifting cables or chains shall be fully enclosed.
- E. A lifting eye shall be located at the top of each post to enable each post to be easily and safely handled.

## 2.7 ADDITIONAL REQUIRED FEATURES

- A. Manufacturer's standard steel ramp kit, with non-skid surface, minimum length 39".
- B. Internal airline kit.
- C. Two 9,000 lb-capacity air/hydraulic rolling jacks.
- D. Lighting Package:
  - 1. Lift shall have a complete LED lighting system installed to illuminate the work area when the vehicle is raised.
  - 2. Minimum 40 foot-candles as measured midway between columns 48" AFF.
  - 3. The LED lighting shall be 24V, and be Ingress Protection rated IP 65 for dust and liquids.

## 2.8 ELECTRICAL REQUIREMENTS

- A. Primary shop power is 480V/3 phase. Lift system shall operate at 480V/3 phase, or Contractor shall provide the necessary step-down transformer.
- B. Power conduit shall be rigid galvanized type, and shall be routed from wall or overhead to the top of lift column, supported by Uni-strut or equal. Do not install power conduit in or on floor slab.
- C. Electrical components shall be housed in lockable metal electrical enclosures with a minimum rating of IP65.
- D. A power disconnect switch shall be provided on the master control box.
- E. Main disconnect power switch shall be of an instant trip design protecting the equipment and operator from short circuits or other potential electrical malfunctions.
- F. Each motor shall be protected from overheating through the use of reset type thermal overload devices. Each leg of power to each motor shall also have thermal relay protection.

## PART 3 EXECUTION

### 3.1 PAINTING

- A. All equipment furnished under this Section shall be factory prime painted and finish-coated by the equipment manufacturer. Finish coats shall be per the manufacturer's recommendation for the service to be encountered.
- B. Corrosion resistant coatings shall be provided in accordance with the Manufacturer's requirements.
- C. Field touch-up painting to the satisfaction of WRTA shall be provided as necessary if there is damage to the Manufacturer's painting.

### 3.2 INSTALLATION

- A. Install in accordance with Section 11 05 00 and the manufacturer's written installation instructions and recommendation.
- B. Do not begin installation until substrates have been properly prepared.
- C. Provide all utility connections, including compressed air line connection to WRTA's existing shop system, and electric power from an existing distribution panel to be identified by WRTA. Provide a new disconnect switch as specified herein.
- D. Test for proper operation, and re-test if necessary, until satisfactory results are obtained.
- E. Protect installed products until completion of project.

### 3.3 FIELD TESTING

- A. The Contractor shall perform field testing in accordance with Section 11 05 00 and the approved Testing Plan to demonstrate conformance with the specifications.

- B. WRTA will provide any vehicles needed for testing.
- C. Provide certificate as specified in this Section.

### 3.4 START-UP AND TRAINING

- A. Start-Up Service: Under the direction of the manufacturer's authorized representative, provide start-up of equipment and system, as described in Article 1.8 MANUFACTURER'S SERVICES.
- B. Instruct operating personnel in operation and maintenance of system at start up.
  - 1. Provide videos on USB flash drive and 2 written training manuals detailing the data contained in the training sessions.
  - 2. Submit a letter addressed to WRTA attesting to the names of persons receiving instruction and the dates that instruction took place.
- C. Contractor shall include required delivery dates in the testing schedule and notify WRTA in writing 14 business days in advance of date(s).
- D. WRTA will provide any vehicles needed for training.
- E. Submit a Training Plan and Training Materials. Training Plan shall utilize the approved O&M Manual, and shall address, at a minimum, the following items:
  - 1. System overview
  - 2. Safety
  - 3. Installation and Utility Connections
  - 4. Operation (including hands-on demonstration)
  - 5. Troubleshooting
  - 6. Maintenance, repairs, parts and service
  - 7. Indicate required location(s) and approximate class duration.
- F. Operators training shall commence only after installation of the Equipment and operational acceptance testing is complete.
- G. Training shall be conducted at the Project Site.
- H. Training and training aids shall be done from pre-approved materials supplied by the equipment supplier. Approved Operations and Maintenance Manuals shall be used in the training.
- I. All materials for training shall be provided by the Contractor with the exception of the vehicles.
- J. The Contractor shall be responsible for ensuring that the instructors teaching the training courses are familiar with technical information and able to utilize proper methods of instruction, training aids, audiovisuals, etc., to ensure effective presentations.
- K. The Contractor will be responsible for providing all training aids, audiovisual equipment and visual aids for the conduct of the classes.

### 3.5 ACCEPTANCE

- A. Acceptance shall be granted when the following items have been satisfactorily completed:
1. Equipment installation is complete.
  2. Equipment testing is complete
  3. Any and all deficiencies, including Punchlist items, have been remedied.
  4. Final versions of the Operation and Maintenance manual have been provided.
  5. Spare parts have been signed for by WRTA.
  6. Equipment training is complete.
  7. Final clean-up is complete, including removal from WRTA property of all construction materials, waste, dunnage, trash and debris of any description resulting from the work.

END OF EXHIBIT A

SECTION 11 05 00

EQUIPMENT BASIC MATERIALS AND METHODS

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Provide where shown on drawings equipment as specified, complete and ready for operation. Each item shall be specifically designed for the intended function. Provide necessary accessories, items of equipment, mechanical, electrical, and structural items, whether specified or not, for properly installed and functional equipment.
- B. Equipment shall be suitable for installation in the space allocated on the drawings and operation with the available building utilities. Any modification of the building utilities because of an alternate equipment selection by Contractor shall be provided by Contractor at no additional cost to WRTA, only after written approval by WRTA.
- C. Where a device or part of the equipment is referred to in the singular number, it is intended that such reference shall apply to as many such devices as are required to complete the installation.

1.2 REFERENCES

- A. Equipment shall be manufactured and set up in accordance with all industrial and safety standards that apply to the work.
- B. If there is a conflict between codes and the manufacturer's standards, the most stringent requirements shall take precedence and the best quality as to materials and workmanship shall be supplied and applied.

1.3 SUBMITTALS

- A. Submit the following for approval:
  - 1. Shop drawings.
  - 2. Product data.
  - 3. Samples, if requested.
  - 4. Installation instructions.
  - 5. Acceptance test procedure.
  - 6. Training program.
  - 7. Spare parts list.
  - 8. Certificates as specified under "Quality Assurance and Quality Control" in this section.
  - 9. "Buy America" certification of compliance: Signed statement or form certifying that the manufactured meets the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.
  - 10. Warranty signed by Contractor and installer and executed by manufacturer for equipment, materials, and workmanship against defects agreeing to repair or replace equipment and materials and correct workmanship according to this section.



- a. Unless specifically noted elsewhere, the warranty period shall be a minimum of one year, or the manufacturer's standard warranty, whichever is longer -- commencing at the date of Final Acceptance.
- B. Sequence of Approval:
1. Conditional Approval of Equipment: Before submitting shop drawings, submit for approval drawings, specifications, and lists of equipment to be incorporated in the work. This list shall include catalog numbers, catalog cuts, and such other descriptive data as may be required to ensure compliance with these specifications. No consideration will be given to partial lists submitted from time to time. Approval of equipment will be conditional and subject to submittal of complete shop drawings indicating compliance with the contract documents.
  2. Final Approval of Equipment: After receiving conditional approval of the equipment lists, submit shop drawings, product data, and installation instructions for final approval.
  3. Submit test procedure a minimum of 60 days prior to equipment test and checkout.
- C. Shop Drawings: Shop drawings and diagrams shall be prepared using and showing scales and dimensions in United States customary units (non-metric); metric conversions may be provided in parentheses. Shop drawings may include exploded-view diagrams and shall include the following as applicable:
1. Drawings showing equipment layout, elevations, conduit runs, utility layout and hook-ups, and all required dimensions including clearances and tolerances.
  2. Fabrication drawings, including bill of materials.
  3. Detail drawings.
  4. Structural drawings including loads and anchoring method.
  5. Utility connection plan showing utility requirements. Include:
    - a. Locations of existing utility services.
    - b. Location of required utility connections.
    - c. Required sizes of pipes and conduits.
    - d. Required compressed air pressure and cfm (cubic feet per minute).
    - e. Required size of electric service.
    - f. Required size of wires.
    - g. Required voltage and amperage (full load).
    - h. Required insulation and/or insulators.
  6. Electrical control diagram.
  7. Electrical wiring diagram. Include:
    - a. Locations of existing utility services.
    - b. Location of required utility connections.
    - c. Required sizes of conduits.
    - d. Inverts and elevations.
    - e. Required size of electric service.
    - f. Required size of wires.
    - g. Required voltage and amperage (full load).
    - h. Required insulation and/or insulators.
  8. Electrical equipment layout, with all motors, limit switches, solenoid valves, disconnects, control panels, etc., located and labeled.

- D. Product Data: Manufacturer's literature including catalog cuts, pamphlets, descriptive literature, color charts (for selection by Engineer), equipment specifications, performance and test data, and brochures that adequately describe the piece of equipment or product of all purchased components of the specified system. Specific items included or specific items excluded in this installation shall be indicated on the product data sheets.
- E. Installation Instructions and Acceptance Test Procedure: Manufacturer's recommended installation instructions with manufacturer's installation drawings and acceptance test program.

#### 1.4 QUALITY ASSURANCE AND QUALITY CONTROL

##### A. General:

1. Articles, materials, fittings, equipment, and machinery incorporated in the work shall be new and unused, of recent manufacture, free from defects and imperfections, and shall as far as practicable be the manufacturer's standard make and shall be of first grade industrial quality, from reputable manufacturers, suitable for the purpose intended and subject to approval by WRTA.
2. Components used in the assembly of the system shall be standard, commercially available components and shall be manufactured by companies regularly engaged in the manufacture of the components. The design shall provide for the interchangeability of items of piping, equipment, sub-assemblies, motors, starter, relays, and other devices.
3. Mixing of metric and United States customary units (non-metric) standards on the same equipment is not permitted.
4. Products or composite materials containing asbestos shall not be utilized.
5. When two or more items of equipment are required, they shall be products of a single manufacturer.
6. Work shall be performed in a neat and workmanlike manner by workers skilled in their respective trades, and materials and equipment shall be installed as recommended by the manufacturers and in accordance with specified codes and standards.
7. For purposes of designating type and quality of work under Section 14 45 20, the contract documents are based on products by manufacturers listed in Part 2 – PRODUCTS. This is not intended to limit competition but to clearly communicate the design intent and the characteristics and features required.
8. The language of text for documents shall be English.
9. Dimensions shall be displayed in U.S. customary units.
10. Electrical apparatus shall be UL listed and bear UL label.
11. A corrosion-resistant identification plate clearly marked and stamped with the manufacturer's name and address, model number, serial number, date of manufacture, and pertinent utility and operating data (including, but not limited to, electrical data – voltage, phase, Amps, and horsepower or KW -- and where applicable, load or lifting capacity) shall be attached in a prominent location to the equipment.

##### B. Qualifications of Manufacturer:

1. Manufacturer shall be a reputable manufacturing firm, regularly engaged in the design and manufacture of the type of equipment specified. Manufacturer shall

- operate an installation and repair department, and shall maintain a reasonable supply of spare parts.
2. Manufacturer shall demonstrate at least ten years' experience designing, manufacturing, installing, and providing product support for specialized equipment of this type. Manufacturer may be requested to submit a list of at least five locations where similar equipment is installed and operating. Manufacturer shall be responsible for providing equipment of highest quality and workmanship, which will perform specified functions reliably and safely, and shall permit required maintenance procedures with minimum interference of service or degradation of reliability. In addition, commercial literature or drawings of these models shall be furnished for illustration.
  3. Manufacturer shall employ a quality assurance program that meets the requirements of ANSI ISO 9001-2000 and that satisfies all safety-related quality assurance requirements imposed by applicable government regulatory agencies.
- C. Qualifications of Installers:
1. If the installer is other than the manufacturer, the installation shall be carried out under the direction of a qualified supervisor who is employed by Contractor, approved by equipment manufacturer, and who is thoroughly experienced and trained in the pertinent crafts, and who shall be present at the site to work with the installer and direct the installation work.
  2. Installer shall be an authorized installer for the manufacturer, with documentation of same.
  3. The installer shall employ an adequate number of specialists who are skilled workmen and who are thoroughly trained and experienced in the methods and requirements necessary for the proper execution of work under this Section.
- D. Permits and Tests: Obtain all necessary permits from the State, local and other authorities having jurisdiction, make application and file all drawings required for such permits, and pay all permit fees. Arrange inspections and tests required by governing authorities and by the WRTA, and pay all costs connected therewith. Obtain and file with the WRTA written evidence that the above requirements have been met.
- E. Applicable Codes:
1. Work shall conform to Federal, State, and local governing rules and regulations and ordinances including OSHA and NFPA, and shall pass inspection by authorities having jurisdiction.
  2. For components not manufactured in the United States of America, materials shall comply with ISO 9001-2000 quality standards. If there is a discrepancy between the non-USA standards and the USA standards the most stringent shall apply and shall be approved by the WRTA Engineer.
  3. Furnish all materials and labor required to meet these specification requirements and to obtain approvals of inspections and tests required by the jurisdictional authorities.
- F. Certificates:
1. Furnish an affidavit certifying that all materials and workmanship comply with the applicable code requirements.
  2. Before final acceptance, furnish certificates of the authorities having jurisdiction.

- G. Certificates of Compliance: Upon delivery of the equipment, submit certificates of compliance. Each certificate shall be signed by an authorized representative of the manufacturer stating that the equipment complies in all respects with contract requirements.
- H. Warranty: All equipment shall be warranted in accordance with the contract documents and the following provisions:
  - 1. Contractor warrants that the work performed, and all materials and equipment furnished hereunder by Contractor or his subcontractors or suppliers will be free from defects in design, material, workmanship and operation for a period of one year from the date of final acceptance except for special warranties as specified in the individual sections.
  - 2. Contractor shall remedy any such defect at his own expense.
  - 3. Work that has been abused or neglected by the WRTA is excluded from this warranty.
  - 4. Contractor shall furnish written warranties required by the respective sections of the specifications for terms required therein. These warranties shall be in writing, on Contractor's or supplier's letterhead and shall be included in the operations and maintenance manual(s) as specified in this section.
  - 5. Major equipment components (as required by the respective sections of the specifications), specifically those manufactured by other than the primary equipment supplier, shall be covered by their own respective warranties, which shall not be less than the supplier's standard warranty. These warranties shall also be included in the operations and maintenance manual(s).
  - 6. Nothing in these requirements, conditions, or specifications including the WRTA's right to a complete inspection shall constitute a disclaimer to or limit, negate, exclude, or modify in any way any warranty created hereunder.

## 1.5 DELIVERABLES

- A. Operation and maintenance manuals.
- B. Training program.
- C. Certificates.
- D. Approved spare parts.

## 1.6 VERIFICATION OF DIMENSIONS

- A. Contractor shall be responsible for coordination and proper relation of work with the site and with the work of all trades.
- B. Contractor and Manufacturer shall verify dimensions of the site and related equipment as they relate to the equipment to be fabricated and notify the WRTA Engineer of any discrepancy before fabrication and delivery of the item to the site.
- C. Surfaces to receive metal fabrications shall be sound, square, and true. Such surfaces shall be examined prior to installation of the fabrications and all defects which might impair the operability or shorten the life of any part of the item shall be corrected.

## 1.7 OPERATION AND MAINTENANCE MANUALS

- A. Manuals shall be submitted for each equipment item as follows:
1. A PDF version of complete manual in final form for WRTA approval 30 days before equipment initial delivery date.
  2. A minimum of two hardcopies of approved manual after the equipment is installed, ready for acceptance test and to perform training.
  3. A minimum of one hardcopy of final approved manual after the equipment is installed, the acceptance test has been approved, and training has been performed and completed. The manual shall be updated based on input from the WRTA and the WRTA Engineer during acceptance testing and training, for all sections of the manual. The manual shall show final as-built installed material, conditions, procedures, and drawings.
  4. Also include two electronic versions of all manual contents, as PDF files on USB flash drive.
- B. Hardcopy manuals shall be prepared from the following materials:
1. Loose leaf, on minimum 24-pound, punched paper.
  2. Entire length of margin with holes reinforced with plastic.
  3. Page Size: 8-1/2 inches by 11 inches.
  4. Foldout diagrams and illustrations.
  5. Reproducible by dry copy xerography method.
  6. Oil-, moisture-, and wear-resistant plastic covers.
  7. Protruding plastic-coated tabbed dividers, cross-referenced by number or color to sections identified on the table of contents shall separate sections.
- C. General Requirements for Manuals:
1. Manufacturer's operating manuals giving complete instruction relative to assembly, installation, operation, adjustment, lubrication, and maintenance, and complete parts list shall be furnished by Contractor for every item of machinery and equipment furnished by Contractor. The information shall be presented in a clear manner such as:
    - a. For operating type procedures, the nomenclature for control positions, document test points, and indicating devices having panel nomenclature as it appears on the equipment panel, placard, or structure (i.e., "Set Master Switch to 'OFF'").
    - b. Enumerate and describe every component and its related parts, including identifying numbers and commercial equivalents where applicable.
    - c. Include cut away and exploded view drawings for identification of all parts.
  2. Manuals furnished may be manufacturer's standard publications in regard to size and binding provided they comply with specified requirements relative to quantity and quality of information and data.
  3. Manuals shall include copies of all approved shop drawings submitted.
  4. Manuals shall be bound in hard plastic covers. Illustrations shall be clear, and printed matter, including dimensions and lettering on drawings, shall be easily legible. If reduced drawings are incorporated into manuals, original lines and letters shall be heavied-up as necessary to retain their legibility after reduction. Larger drawings may be folded into manuals to page size.

5. All material shall be in the English language. Sheets with English and another language on the same sheet are acceptable.
- D. Format manuals as follows:
1. Front Cover, Spine, and Title page: Include the name and function of the equipment, manufacturer's identification number, and project specifications section number and title.
  2. Table of contents, in numerical order listing each section and subsection title with reference to the page on which each starts and a list of included diagrams and drawings.
  3. Frontispiece: Recognition illustration of the equipment described in the manual.
  4. Manufacturer's literature describing each piece of equipment, including major assemblies and subassemblies, and giving manufacturer's model number and drawing number. Specific items included in this installation shall be indicated on the product data sheets. Excluded items may be crossed out if this configuration is more logical.
  5. Operation instructions including step-by step preparation for starting, operation, shutdown and draining, and emergency requirements.
  6. Control diagrams, as installed by the manufacturer.
  7. Sequence of operation by the control manufacturer.
  8. Wiring diagrams (as-installed) and color codes of electrical motor controllers, connections, and interlock connections.
  9. Diagrammatic location, function, and tag numbers of each valve.
  10. Maintenance instructions: Include step-by step procedures for inspection, operation, checks, cleaning, lubrication, adjustments, repair, overhaul, disassembly, and re-assembly of the equipment for proper operation of the equipment. Include list of special tools which are required for maintenance with the maintenance information.
  11. Possible breakdowns and repairs. Troubleshooting flow charts shall be included for diagnosis of any major system or control.
  12. Manufacturer's parts list of functional components, control diagrams, and wiring diagrams, giving manufacturer's model number and manufacturer's part number.
  13. "Long-Lead-Time" spare parts list for spare parts not readily available on the open market or for which it is anticipated ordering and delivery time will exceed 10 days.
  14. List of nearest local suppliers of all equipment parts.
  15. Recommended preventive maintenance schedule for major system components including lubrication schedule indicating type and frequency of lubrication.
  16. Manufacturer's warranty and guarantee data.
  17. Spare parts data as follows:
    - a. Complete lists of parts and supplies, with current unit prices and sources of supply.
    - b. List of additional items recommended by manufacturer to ensure efficient operation for period of 120 days.
  18. Appendix: Include safety precautions, a glossary, and when available, copies of acceptance test reports and other relevant materials not previously specified to be submitted.
  19. Delete from the manual information on material or equipment not used in the work.
  20. The acceptance testing documents shall be included with the final manual.

- E. Operating Diagrams:
  - 1. Piping systems, electrical wiring diagrams, and other diagrams necessary for operation of machinery and equipment shall be furnished and installed where designated by WRTA.
  - 2. No single diagram shall show more than one system, or parts thereof.
  - 3. Diagrams shall be reproduced by photographic process to a size not to exceed 18 inches by 24 inches and shall be complete and legible in all respects. Systems shall be subdivided into portions which are operable from location where diagrams are installed, and to provide intelligible information within specified size. They shall be made on white paper and vacuum-sealed in transparent plastic material impervious to moisture and oil and resistant to abrasion. Other formats, which are equal in clarity, sharpness, durability, and permanence, will be considered.

## 1.8 TRAINING PROGRAM

- A. Contractor shall be responsible for training as outlined in this section.
  - 1. Maintenance management classes shall take place prior to use of the equipment by the WRTA.
  - 2. Mechanics training shall commence only after installation of the equipment is complete and acceptance tested.
  - 3. Training shall be conducted at the project site.
  - 4. Hours for training shall be between 7:00 am and 3:00 pm unless specifically permitted otherwise by Owner.
  - 5. Approved operation and maintenance manuals shall be used in the training.
- B. Ensure that the instructors teaching the training courses are familiar with technical information and able to utilize proper methods of instruction, training aids, audiovisuals, etc., to ensure effective presentations.
- C. Provide training aids, audiovisual equipment and visual aids for the conduct of the classes.
- D. Training materials will become property of WRTA at conclusion of training.
- E. Submittal and Approval of Training Plans:
  - 1. Submit in writing a plan for meeting the specification training requirements. The WRTA will approve and then coordinate and schedule all training involved.
- F. Outline specific objectives for each of the courses.
  - 1. The course shall include sessions in safety, machine operation, and a comprehensive seminar on learning basic skills/knowledge of each operation. The course shall provide the mechanic with the basic knowledge necessary to utilize all training materials. Provide a detailed schedule outlining the length and content of each of these sessions in accordance with the guidelines established.
  - 2. The training program shall include familiarization with equipment operation and performance and detailed instruction in operation, maintenance, and test procedures.

## 1.9 GENERAL DESIGN AND FABRICATION REQUIREMENTS

- A. Equipment shall be designed, fabricated, installed, and adjusted to secure the best results with respect to smooth, quiet, convenient and efficient operation, durability, economy of maintenance and operation, and the highest standards of safety.
- B. All components used in the assembly of the system shall be standard, commercially available components and shall be manufactured by companies regularly engaged in the manufacture of the components. The design shall provide for the interchangeability of items of piping, equipment, sub-assemblies, motors, starter, relays, and other devices.
- C. It is not the intent of these specifications to detail the design and fabrication of the several parts of the equipment, but it is expected that the type, material, design, workmanship, and fabrication of every part shall be fully adequate for the service required, durable, properly coordinated with all other parts, in accordance with the best industrial standards, and of the highest efficiency. The components of electric circuits shall be of ample and proper size, design, and material to avoid injurious heating, arcing, and all other objectionable effects which may reduce the efficiency of operation and economy of maintenance and upkeep below the best commercially available results. Minimum requirements are given herein for certain parts of equipment. Equivalent requirements approved by the WRTA shall apply to such parts as are of special design, construction or material and to which the specified requirements are not directly applicable. These minimum requirements as whole shall also be considered as establishing proportionate general minimum standards for all parts of the equipment.
- D. WRTA may allow variations from the requirements of these specifications to permit the use of the manufacturer's standard equipment, provided in his opinion such standard equipment is in every way adequate for the intended use and meets the full intent of these specifications. All such variations proposed by Contractor shall be called to the attention of the WRTA in writing and shall be made only if WRTA approves them in writing.
- E. Certain design limitations, tests, etc., are herein specified as a part check on the adequacy of design, fabrication, and materials. These requirements do not cover all features necessary to ensure satisfactory and approved operation of the equipment. Conformity with these requirements shall, in no way, supersede the general requirements as to satisfactory and efficient operation of the equipment.

## 1.10 NOISE AND VIBRATION ISOLATION

- A. Noise and vibration isolation pads shall be provided where required and shall be an approved type equipped with necessary bearing plates and bolts. They shall be specifically designed for the weights, speeds, and vibration characteristics of the equipment supported. The pads shall provide proper weight distribution to avoid distortion of the bedplates.
- B. Bolts and other fastening in connection with these pads shall be effectively isolated.

## 1.11 SHOP PAINTING

- A. Equipment shall be given one shop prime coat of approved rust-inhibitive paint containing at least 50 percent rust-inhibitive pigments and manufacturer's standard finish coat system unless otherwise indicated. Shop drawings shall indicate brand and type of paint for both



the prime coat and finish coat systems. Coating system shall be as approved by WRTA, unless otherwise indicated. All color selections shall be approved by WRTA.

B. Surfaces shall be free of rust, scale, dirt, and oil before painting.

#### 1.12 DELIVERY, STORAGE, AND HANDLING

- A. Pre-assemble system to greatest extent possible to minimize field assembly. Disassemble only as necessary for shipping and handling limitations. Clearly mark units for re-assembly and coordinated installation. Re-assemble on site according to manufacturer's instructions.
- B. Equipment and components shall be suitably packed or crated to prevent damage in transit or during handling. Items shall be carefully stored as required in a manner to avoid misalignment or distortion, and shall be adequately protected against damage by weather, construction, exposure, or other cause.
- C. All materials shall be delivered to the site with their original manufacturer's markings and identification intact. Reject materials that are damaged, improperly identified, or not in conformance with reviewed shop drawings and catalog cuts. WRTA reserves the right to also reject such materials.
- D. Upon completion of work, leave the site and premises in good order. This includes removal of manufacturer-owned materials and shipping and packaging materials used by the manufacturer in support of delivery of the equipment being provided under this section.

### PART 2 – PRODUCTS

#### 2.1 EQUIPMENT

- A. Equipment, machinery, and materials shall be as specified in Section 14 45 20.
- B. Equipment shall be factory-wired, factory-balanced, and factory-finished unless otherwise specified.
- C. Starters, controllers, disconnect switches, and start-stop stations shall be provided for all equipment. Correct sizing of starters and disconnect switches shall be joint responsibility of Contractor and the equipment or apparatus manufacturer.
  - 1. Electrical enclosures shall be NEMA 12 for indoor units above finish floor, and NEMA 4 or NEMA 4X for outdoor units and below-finish-floor indoor units unless otherwise noted on drawings or in a specific Section.
  - 2. Starters shall be complete with two sets of auxiliary contacts: one set normally open; one set normally closed.
- D. Control devices necessary for proper operation shall be provided and shall be located to permit efficient operation of the equipment, and where possible shall be grounded in a factory fabricated NEMA approved control panel.
- E. Switches, lights, and control functions shall be identified with legend plates. The plates shall be constructed of polyvinyl chloride material of laminated multiple constructions, and rout engraved with appropriate legends. The legend plates shall be mounted on the equipment in an approved manner. No decals will be accepted.

- F. Provide piping, fittings, valves, connections, etc., of a type and size as recommended by the equipment manufacturer that will properly interface with the piped services provided for compressed air.
- G. All piping, valves, fittings, conduits, and wiring required for equipment installation shall comply with state and local Code.

## 2.2 FABRICATION

- A. Fabrication shall comply with contract documents and shop drawings.
- B. Fabricate equipment from newly manufactured materials, products, and components. Do not utilize used, refurbished, or remanufactured materials, products, or components. Surfaces shall not be warped (unless by design) and free of dents and distortions.
- C. Pre-assemble units to greatest extent feasible for shipping. Grind exposed welds flush.
- D. Field check for clearance and interferences before fabrication and relocate material and equipment furnished as required (if approved by WRTA) to eliminate interferences.

## 2.3 ELECTRICAL REQUIREMENTS

- A. Power supply for equipment  $\frac{1}{2}$  horsepower and greater shall be a single 480 volts, 3-phase, 60 hertz feed unless otherwise indicated.
- B. Equipment grounding shall be accomplished by means of separate grounding conductor in each conduit sized according to code. The grounding conductor shall have green insulation.
- C. Provide transformers for equipment as required to step down the specified supply voltage to provide lower voltage for controls and accessories and to provide voltage compatible with equipment as required.
- D. Wiring shall be provided for complete installation of all equipment and accessories and shall be adequate for proper operation of equipment.
- E. Provide a disconnect switch for each equipment item requiring electric power. Disconnect switch shall meet the requirements of the respective equipment item manufacturer and National Electrical Code. Permanently label each disconnect switch to identify corresponding equipment item; labeling method shall be subject to approval of WRTA. Make connection to secondary side of disconnect switch and provide all wiring and conduit with supports from this point, including wiring to controller and starters. Provide 480 volt, 230 volt, and 208 volt equipment with electric fusible disconnecting means sized and fused as required for each equipment item. All disconnect switches shall be fused with 200,000 amp limiter fuses. Provide 120 volt equipment with electric thermal overload disconnecting means sized as required for each equipment item. Wire and cable for light, power, and signal circuits shall conform to those specified in the National Electrical Code and Massachusetts Electrical Code. In no case shall maximum current carried exceed that specified by the National Electrical Code or the Massachusetts Electrical Code for the type of conductor used.

- F. Provide conduit where required; all wiring and conduit shall be in accordance with the requirements of National Electrical Code.

#### 2.4 GASKETS AND FASTENERS

- A. Provide new gaskets wherever gasketed mating equipment items or pipe connections have been dismantled. Gaskets shall be in accordance with manufacturer's recommendations.
- B. Replace all assembly bolts, studs, nuts, and fasteners of any kind, which are bent, flattened, corroded, or have their threads, heads or slots damaged.
- C. Furnish bolts, studs, nuts, and other fasteners for make-up of connections to equipment and replace any of these items damaged in storage, shipment, or moving. Bolts shall comply with applicable SAE requirements including manufacturer's identification and certification of testing.

#### 2.5 HOLES, OPENINGS, AND INSERTS

- A. Core drill holes in existing work using dustless method. Grout in holes in concrete walls and floor slab after installation of equipment, and leave them in a completely neat and sealed condition.
- B. Install concrete inserts and flashing as required.

#### 2.6 CONCRETE FOUNDATIONS

- A. Provide anchor bolts as required for equipment to be mounted. Size anchors for embedding in concrete and expansion anchors as recommended by the equipment manufacturer.
- B. Provide grouting as necessary to stabilize equipment bases to concrete foundations.
- C. Provide hard rubber shims and dampening pads as recommended by the equipment manufacturer for leveling of equipment and dampening of equipment vibration transmission.

#### 2.7 MOTORS AND DRIVES

- A. Motors:
  - 1. Motors shall be TENV or TEFC, NEMA Design "D" high efficiency makes equipped with sealed bearings. The motor shall bear the UL label and be constructed to standards of NEMA, IEEE, ANSI, and AFBMA. Insulation shall be Class "F." Temperature rating of motors shall not exceed that permitted by Class "B" insulation.
  - 2. The motors shall be brake motors and the brake shall be designed to 100 percent of the motor rating.
  - 3. Horsepower ratings and sizes shall be selected at 104 degrees F ambient temperature for open motors, with service factor of 1.15 for open motors and unity for service factor for totally enclosed or drip-proof motors. Provide motors with epoxy encapsulated for severe usage in a corrosive atmosphere.
  - 4. Motors rated one horsepower or greater shall have a full-load power factor of 85 percent or higher. Motors rated 25 horsepower and over shall be designed for reduced voltage starting.

5. Motors shall be suitable for operation on the electrical service indicated.
  6. Motors shall be protected by overload devices to permit operation within their rating under all design load conditions. Provide each individual motor circuit with branch circuit over current protection in all three phases via safety fuses or fusetrons.
- B. Drives:
1. Guards shall be provided for each coupling and belt drive in conformance with applicable codes.
  2. Belt drives shall have adjustable motor drive pulleys, and pulleys shall be replaced by Contractor if required to properly operate the equipment.
  3. Belt drives shall be adjusted and work belts replaced in sets. Speed adjustment shall be subject to approval of WRTA.
  4. Provide sliding motor bases where adjustable motor drive pulleys are provided.
- C. Motors and drives shall be checked carefully for correct rotation and alignment before placing equipment into operation.
- D. Couplings shall be disconnected and realigned before placing into service or testing.

## PART 3 – EXECUTION

### 3.01 PREPARATION

- A. Transmit submittals and deliverables required by this section.
- B. Furnish products as indicated.
- C. Ensure that substrates are in suitable condition to receive the work of this section.

### 3.02 INSTALLATION

- A. Ensure that all information regarding the scheduling, delivery, and preparations necessary for setting up the equipment to be supplied under this specification is verified with the equipment manufacturer and reviewed by WRTA prior to commencement of the work.
- B. Furnish common and skilled labor, tools, rigging equipment, scaffolding, shims, and other materials necessary to make complete installation of equipment as specified and indicated in the contract documents.
- C. Receive, unload, check, and store equipment in suitable facilities. All equipment must be kept clean, dry, and free from damage and be marked and tagged with equipment item numbers.
- D. Examine equipment for concealed damage and report any damage.
- E. Be responsible for safety and protection from loss or damage of equipment received until work is complete.
- F. Pay demurrage charges and claims for damage resulting from unloading operations.

- G. Reassemble equipment items that were dismantled for shipment or moving. Assemble items that are delivered knocked-down or disassembled.
- H. Coordinate installation of equipment with other trades.
- I. Install equipment in accordance with manufacturer's instructions and approved shop drawings.
- J. Protect equipment during storage and prior to start-up, which shall include covering of openings, protection against rust and other damage, etc. Equipment may be stored outdoors only with written approval of WRTA.
- K. Provide grout, shim material, and miscellaneous steel necessary for brackets, anchors, or supports required in installation of equipment.
- L. Accomplish field machining that might be required to fit equipment together or to install equipment.
- M. Lubricate apparatus before start-up.
- N. Field check for clearance and interferences before fabrication or installation and relocate material and equipment furnished as required to eliminate interferences.
- O. Details listed in these specifications are given for a better understanding of the work required by Contractor, and do not place a limitation on the amount of work to be done nor do they relieve Contractor of additional work that may be required for a complete installation.
- P. Perform mechanical and electrical work required to install the equipment in accordance with the requirements of the jurisdictional authorities and the current applicable codes and standards of practice employed by these trades.
- Q. Upon completion of work, leave the site and premises in good order. This includes removal of temporary installations, manufacturer-owned materials, and shipping and packaging materials used by the manufacturer in support of delivery of the equipment being provided under this section.

### 3.03 SETTING AND ALIGNING EQUIPMENT

- A. Equipment shall be set and aligned in accordance with manufacturer's recommendations, approved shop drawings, and applicable standards of trade practice.
- B. Equipment shall be set true and level. Demonstrate adequate leveling of installed equipment.
- C. Retighten bolted connections after installation.

### 3.04 FIELD QUALITY CONTROL

- A. WRTA will periodically inspect work during construction.

- B. At time of final inspection, furnish certificate or certificates of final approval by all agencies having jurisdiction as applicable.

### 3.05 CLEANING AND PROTECTION

- A. Clean fabricated assemblies and equipment items thoroughly before and after operating and testing.
- B. Protect equipment from damage, deterioration, paint or coating spills or spots, corrosion, or harm from any source.

### 3.06 FIELD PAINTING

- A. Field painting equipment including touch-up painting, if any, is included under this section. Normally, equipment shall be factory-finished as previously specified.
- B. Where factory finishes are provided on equipment and no additional field painting is specified, all marred or damaged surfaces shall be touched up or refinished so as to leave a smooth, uniform finish at the time of final inspection.

### 3.07 EQUIPMENT TEST AND CHECKOUT

- A. Submit an acceptance test procedure to WRTA for approval a minimum of 60 days prior to the start of the equipment test and checkout.
- B. The Installer shall first demonstrate the acceptance test procedure to Contractor before it is demonstrated to WRTA. When the Installer has demonstrated compliance with all requirements of the procedure to Contractor's satisfaction, Contractor shall submit to WRTA the filled-out test procedure. Upon review, only then can the Final Acceptance test by WRTA be scheduled.
- C. Before Final Acceptance, Contractor-furnished equipment shall be tested in the presence of WRTA and demonstrated to WRTA's satisfaction to be correctly installed, connected, and functioning.
- D. Testing and checkout procedures of the manufacturer shall be carried out completely.
- E. The acceptance tests shall demonstrate that the equipment meets the specification requirements and performs the work for which it is intended. They shall also demonstrate the operation of all pertinent safety devices including but not limited to the operations of limit switches and warning devices.
- F. Tested equipment found to be defective or inoperable to any extent shall be reported to WRTA immediately.
- G. Any operating difficulty or defective item shall be repaired or replaced and put into proper operation by Contractor immediately, at no additional expense to WRTA.
- H. Protect equipment and surrounding areas from damage resulting from testing operations. Clean up spills or leakage from testing.
- I. All materials for acceptance testing shall be provided by the manufacturer.

- J. Contractor shall bear the expense of all tests, including the furnishing of necessary instruments, lubricants, hydraulic fluids, supplies, data recorders, and operating personnel.
- K. WRTA will provide pertinent vehicles required for acceptance testing, with the exception of calibration-related vehicle components (if required) which are the responsibility of the Contractor.
- L. If a test is not successful, Contractor shall be required to repeat the test at no additional cost to WRTA.
- M. WRTA shall determine final acceptance of the installed equipment upon successful completion of the approved test program plan.
- N. Conformed copies of the acceptance test procedure shall be available at the start of acceptance testing.

### 3.08 START-UP AND INSTRUCTIONS

- A. Unless otherwise specified, all lubricants, cleaning compounds, and similar operating materials required for instruction of WRTA's personnel shall be furnished by Contractor.
- B. After the equipment has been installed, connected, and tested, proceed with the instruction of WRTA's personnel in the operation and maintenance of equipment. Provide sufficient personnel to adequately complement personnel made available by WRTA.
- C. During this period, provide qualified representatives of the equipment manufacturer for instruction of WRTA's personnel in operation and maintenance of the equipment.

END OF EXHIBIT B





**EXHIBIT D  
CUSTOMER REFERENCES**

List and submit with this IFB three (3) customer references, preferably within the Commonwealth of Massachusetts, for whom the Bidder has furnished a similar service.

1. COMPANY NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

\_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

\_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT E**  
**WORCESTER REGIONAL TRANSIT AUTHORITY**  
**NON-COLLUSION DECLARATION**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH IFB

I, \_\_\_\_\_, am the  
\_\_\_\_\_  
(Position / Title) of \_\_\_\_\_,  
(Company)

the party making the foregoing IFB that the IFB is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the IFB is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham IFB; and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham IFB, or that anyone shall refrain from bidding; that the Bidder has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the IFB are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the Commonwealth of Massachusetts that the foregoing is true and correct:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

## **EXHIBIT F FEDERAL CONTRACT CLAUSES**

### **Federally Required and Other Model Contract Clauses Applicability of Third Party Contract Clauses – Materials & Supplies over \$100,000 (Excluding micro-purchases, and exceptions as noted within each clause)**

1. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES
2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
3. ACCESS TO RECORDS AND REPORTS
4. CHANGES TO FEDERAL REQUIREMENTS
5. TERMINATION
6. CIVIL RIGHTS LAWS AND REGULATIONS
7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)
- 7d. PROMPT PAYMENT
8. INCORPORATION OF FTA TERMS
9. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
10. BUY AMERICA REQUIREMENTS
11. VIOLATION AND BREACH OF CONTRACT
12. LOBBYING RESTRICTIONS
13. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
14. CARGO PREFERENCE REQUIREMENTS
15. FLY AMERICA
16. ENERGY CONSERVATION
17. RECYCLED PRODUCTS
18. VETERANS HIRING PREFERENCE

#### **1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES** - *Applies to All Contracts*

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

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

*Applies to All Procurements*

49 U.S.C. § 5323(l) (1)

31 U.S.C. §§ 3801-3812

18 U.S.C. § 1001

49 C.F.R. part 31

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

**3. ACCESS TO RECORDS AND REPORTS** - *Applies to All Procurement Types*

49 U.S.C. § 5325(g)

2 C.F.R. § 200.333

49 C.F.R. part 633

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

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

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

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

**4. FEDERAL CHANGES** – *Applies to all Contracts*

49 CFR Part 18

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

**5. TERMINATION** – *Applies to all contracts >\$10,000 if 49 CFR part 18 applies*

2 C.F.R. § 200.339

2 C.F.R. part 200, Appendix II (B)

**Termination for Convenience (General Provision)**

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

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

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the WRTA may terminate this contract for default. Termination shall be effected by

serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

#### **Opportunity to Cure (General Provision)**

The WRTA, 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 WRTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from WRTA setting forth the nature of said breach or default, WRTA 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 WRTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

#### **Waiver of Remedies for any Breach**

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

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

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

#### **Termination for Default (Supplies and Service)**

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

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

#### **Termination for Default (Transportation Services)**

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the WRTA may terminate this contract for default. The WRTA 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 WRTA goods, the Contractor shall, upon direction of the WRTA, protect and preserve the goods until surrendered to the WRTA or its agent. The Contractor and WRTA shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

WRTA.

### **Termination for Default (Construction)**

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, WRTA may terminate this contract for default. The WRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the WRTA 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 the WRTA resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the WRTA in completing the work.

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

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of WRTA, acts of another contractor in the performance of a contract with WRTA, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies WRTA in writing of the causes of delay. If, in the judgment of WRTA, the delay is excusable, the time for completing the work shall be extended. The judgment of WRTA shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

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 WRTA.

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

The WRTA may terminate this contract in whole or in part, for the WRTA's convenience or because of the failure of the Contractor to fulfill the contract obligations. The WRTA 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 WRTA's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. WRTA has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

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

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

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 WRTA.

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

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

If the termination is for the convenience of WRTA, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a Notice of Termination for Default, the WRTA determines that the Contractor has an excusable reason for not performing, the WRTA, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

## **6. CIVIL RIGHTS LAWS AND REGULATIONS** – *Applies to All Procurement Types*

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

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

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

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

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

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

## **7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)** – *Applies to All Procurement Types* 49 C.F.R. part 26

The following contract clause is required in all DOT-assisted prime and subcontracts:

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The WRTA's overall goal for DBE participation is 1.22%.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the WRTA deems appropriate, which may include, but is not limited to:

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

Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

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

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

## **8. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS** – *Applies to all Contracts*

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

## **9. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION** – *Applies to All Contracts >\$25,000*

- 2 C.F.R. part 180
- 2 C.F.R. part 1200
- 2 C.F.R. § 200.213
- 2 C.F.R. part 200 Appendix II (I)
- Executive Order 12549
- Executive Order 12689

### **Debarment, Suspension, Ineligibility and Voluntary Exclusion**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official



irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or WRTA to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

**By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:**

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

**SEE PAGE 54 OF IFB FOR DEBARMENT AND SUSPENSION CERTIFICATION**

**10. BUY AMERICA REQUIREMENTS** – *Applies to Rolling Stock, Construction, Materials & Supplies Contracts >\$150,000*  
49 U.S.C. 5323(j)  
49 C.F.R. part 661

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The [bidder or offeror] must submit to WRTA the appropriate Buy America certification below with its [bid or offer]. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. ***In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.***

**SEE PAGES 55-56 OF IFB FOR BUY AMERICA CERTIFICATIONS:**

Certificate of Compliance with Buy America Requirements  
Certificate of Non-Compliance with Buy America Requirements  
Certificate of Compliance with Buy America Rolling Stock Requirements  
Certificate of Non-Compliance with Buy America Rolling Stock Requirements

**11. VIOLATION AND BREACH OF CONTRACT** – *Applies to all Contracts >\$100,000*  
2 C.F.R. § 200.326  
2 C.F.R. part 200, Appendix II (A)

**Rights and Remedies of the WRTA** The WRTA shall have the following rights in the event that the WRTA deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as WRTA for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

**Rights and Remedies of Contractor** Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the WRTA, the Contractor expressly agrees that no default,

act or omission of the WRTA shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the WRTA directs Contractor to do so) or to suspend or abandon performance.

**Remedies** Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the WRTA will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the WRTA takes action contemplated herein, the WRTA will provide the Contractor with sixty (60) days written notice that the WRTA considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

**Disputes** Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of WRTA's Administrator. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Administrator. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Administrator shall be binding upon the Contractor and the Contractor shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the WRTA's direction or decisions made thereof.

**Performance during Dispute** Unless otherwise directed by WRTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

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

**Rights and Remedies** The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the WRTA 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.

**12. LOBBYING RESTRICTIONS** – *Applies to All Contracts >\$100,000*

31 U.S.C. § 1352

2 C.F.R. § 200.450

2 C.F.R. part 200 appendix II (J)

49 C.F.R. part 20

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

I. 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 WRTA, a Member of Congress, an officer or employee

of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any WRTA, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subWRTAs shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**SEE PAGE 57 OF IFB FOR LOBBYING RESTRICTIONS CERTIFICATION**

**13. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT** – *Applies to All Procurement Types >\$150,000*

42 U.S.C. §§ 7401 – 7671q  
33 U.S.C. §§ 1251-1387  
2 C.F.R. part 200, Appendix II (G)

The Contractor agrees:

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

**14. CARGO PREFERENCE REQUIREMENTS** – *Applies to Rolling Stock, Construction, Material & Supplies that may be transported by ocean vessel.*

46 U.S.C. § 55305  
46 C.F.R. part 381

#### **Cargo Preference - Use of United States-Flag Vessels**

**The contractor agrees:**

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of 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 WRTA (through the contractor in the case of a subcontractor's bill-of-lading); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**15. FLY AMERICA** – *Applies to All Procurements involving foreign transport or travel by air*

49 U.S.C. § 40118  
41 C.F.R. part 301-10  
48 C.F.R. part 47.4

**Fly America Requirements**

a) Definitions. As used in this clause—

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, WRTAs, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

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

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

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

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

\_\_\_\_\_  
(End of statement)

e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation. (End of Clause)

**16. ENERGY CONSERVATION** – *Applies to All Procurements*

42 U.S.C. 6321 et seq.  
49 C.F.R. part 622, subpart C

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

**17. RECYCLED PRODUCTS** – *Applies to Operations/Management/Subrecipients; Rolling Stock; Construction Procurements - EPA Selected Items >\$10,000 Annually*

42 U.S.C. § 6962  
40 C.F.R. part 247  
2 C.F.R. part § 200.322

Recovered Materials The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection WRTA (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

**18. VETERANS HIRING PREFERENCE**

49 U.S.C. 5325(k) et seq.

**Veterans Employment** - WRTAs and sub-WRTAs 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 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.

- End Exhibit F-

# WORCESTER REGIONAL TRANSIT AUTHORITY

60 Foster Street, Worcester, MA 01608  
Phone: (508) 791-2389 Fax: (508) 752-1676

## **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

*Applies to All Contracts >\$25,000*

2 C.F.R. part 180

2 C.F.R part 1200

2 C.F.R. § 200.213

2 C.F.R. part 200 Appendix II (I)

Executive Order 12549

Executive Order 12689

## **Debarment, Suspension, Ineligibility and Voluntary Exclusion**

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

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

### **By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:**

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

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

# WORCESTER REGIONAL TRANSIT AUTHORITY

60 Foster Street, Worcester, MA 01608  
Phone: (508) 791-2389 Fax: (508) 752-1676

## **BUY AMERICA REQUIREMENTS**

*Applies to Contracts >\$150,000*

49 U.S.C. 5323(j)

49 C.F.R. part 661

### **Buy America**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The [bidder or offeror] must submit to [WRTA] the appropriate Buy America certification below with its [bid or offer]. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

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

#### *Certificate of Compliance with Buy America Requirements*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

\_\_\_\_\_ Date  
\_\_\_\_\_ Signature  
\_\_\_\_\_ Company  
\_\_\_\_\_ Name  
\_\_\_\_\_ Title

#### *Certificate of Non-Compliance with Buy America Requirements*

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

\_\_\_\_\_ Date  
\_\_\_\_\_ Signature  
\_\_\_\_\_ Company  
\_\_\_\_\_ Name  
\_\_\_\_\_ Title

# WORCESTER REGIONAL TRANSIT AUTHORITY

60 Foster Street, Worcester, MA 01608  
Phone: (508) 791-2389 Fax: (508) 752-1676

## **BUY AMERICA REQUIREMENTS**

*Applies to Contracts >\$150,000*

49 U.S.C. 5323(j)

49 C.F.R. part 661

***In accordance with 49 C.F.R. § 661.12, for the procurement of rolling stock (including train control, communication, and traction power equipment) use the following certifications :***

### *Certificate of Compliance with Buy America Rolling Stock Requirements*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 C.F.R. § 661.11.

\_\_\_\_\_ Date  
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\_\_\_\_\_ Name  
\_\_\_\_\_  
\_\_\_\_\_ Title

### *Certificate of Non-Compliance with Buy America Rolling Stock Requirements*

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

\_\_\_\_\_ Date  
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## **LOBBYING RESTRICTIONS**

*Applies to All Contracts >\$100,000*

31 U.S.C. § 1352

2 C.F.R. § 200.450

2 C.F.R. part 200 appendix II (J)

49 C.F.R. part 20

### **Lobbying Restrictions**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of WRTA, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subWRTAs shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

**EXHIBIT G**  
**BID PROTEST PROCEDURES**

The following Bid Protest Procedures apply to Federal Transit Administration (FTA) assisted procurements that are competitively solicited. Interested parties must adhere to the following procedures. A protest will be processed in the time frames and structure specified below. In addition, the WRTA will disclose information regarding protests to the Federal Transit Administration in writing.

**A. PRIOR TO OFFER OPENING**

1. Protests concerning a procurement (by a prime contractor or an adversely affected subcontractor) must be in writing and received by WRTA not less than five (5) working days before offer opening unless a different deadline is established in the procurement documents.
2. Upon receipt of that protest, the Administrator will determine if the offer opening should be postponed. If offer opening is postponed, WRTA will notify all prime contractors and subcontractors who have been furnished a copy of the specifications that a protest has been filed and that offer opening is postponed until WRTA has issued its decision. Appropriate addenda will be issued rescheduling offer opening.
3. Any protest to WRTA may be withdrawn at any time before WRTA has issued its decision.
4. WRTA will respond within three (3) working days of receiving the protest, at least generally, to each material issue raised in the Protest. If the matter requires further evaluation, the Administrator will notify the protesting party in writing (by facsimile and U.S. Mail) of the extended review period. The Administrator's decision on any protest will be in writing and is final.

**B. AFTER OFFER OPENING**

1. Protests received after an offer opening will be considered only if it concerns an issue, procedure, or other matter that could not have been protested by an offeror prior to the opening. The protest must be in writing and be received by WRTA at least three (3) working days before the conditional award of a contract by the WRTA.
2. Upon receipt of the protest, the Administrator will immediately determine if the award of the contract should be postponed. If it is postponed, WRTA will notify all offerors that a protest has been filed and that award of the contract is postponed until WRTA has issued its decision.
3. A protest to WRTA may be withdrawn at any time before WRTA has issued its decision.
4. WRTA will respond within three (3) working days of receiving the protest, at least generally, to each material issue raised in the Protest. If the matter requires further

evaluation, the Administrator will notify the protesting party in writing (by facsimile and U.S. Mail) of the extended review period. The Administrator's decision on any protest will be in writing and is final.

### C. AFTER AWARD

1. Protests received after an award has been made will be considered only if it concerns an issue, procedure or other matter that could not have been protested by an offeror after the opening. The protest must be in writing and received by the WRTA three (3) working days before the execution of the resulting contract.
2. Upon receipt of the protest, the Administrator will immediately determine if the execution of the contract should be postponed. If it is postponed, WRTA will notify all offerors that a protest has been filed and that execution of the contract is postponed until WRTA has issued its decision.
3. A protest to WRTA may be withdrawn at any time before WRTA has issued its decision.
4. WRTA will respond within three (3) working days of receiving the protest, at least generally, to each material issue raised in the Protest. If the matter requires further evaluation, the Administrator will notify the protesting party in writing (by facsimile and U.S. Mail) of the extended review period. The Administrator's decision on any protest will be in writing and is final.

### D. PROTESTS TO THE FEDERAL TRANSIT ADMINISTRATION

1. Under certain circumstances, an interested party may protest to FTA.
2. An appeal to FTA must be received by the cognizant FTA regional office within five (5) working days after the WRTA renders a final decision or five (5) working days after the protestor knows or has reason to know that the WRTA has failed to render a final decision on a protest.
3. Reviews of protests by FTA will be limited to: (1) WRTA's failure to have or follow these written protest procedures, or the WRTA's failure to review a complaint or protest; or (2) violations of Federal law or regulation.

### E. APPEALS

1. Except as provided above, there are no further administrative appeals available. In certain circumstances judicial remedies may be available to aggrieved parties.

The WRTA will consider all written protests made within the timelines stated in this policy. Protest submissions should be concise, logically arranged, clearly state the grounds for the protest, and must include at least the following information:

- Name, address, and telephone number of protestor.
- Solicitation or contract name and/or number.
- A detailed statement of the legal and factual grounds for the protest, including copies of all relevant documents or information.
- A statement of relief requested.

Protests are to be filed by certified mail, return receipt requested or by personal deliver by 4:30 pm on or before the due date at:

Administrator  
Worcester Regional Transit Authority  
60 Foster Street  
Worcester, MA 01608

If protests are filed by personal delivery, the protestor must obtain a time-stamped copy of the protest from the WRTA's Administration Office as proof of the date and time of the filing of the protest. It is the Protester's sole responsibility to provide said copy at the time of filing.

## EXHIBIT H

### WORCESTER REGIONAL TRANSIT AUTHORITY

#### AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the WORCESTER REGIONAL TRANSIT AUTHORITY a body politic duly organized under the laws of Massachusetts and having a usual place of business at 60 Foster Street Worcester, Massachusetts, hereinafter referred to as the "WRTA", and \_\_\_\_\_, a \_\_\_\_\_ corporation having a usual place of business at \_\_\_\_\_, hereinafter referred to as the "CONTRACTOR".

#### WITNESSETH:

WHEREAS, the WRTA invited the submission of bids for the purchase, delivery, and installation of a four-post lift, hereinafter "the Project"; and

WHEREAS, the CONTRACTOR submitted a Bid to perform the work required to complete the Project; and

WHEREAS, the WRTA has decided to award the contract therefore to the CONTRACTOR.

NOW, THEREFORE, the WRTA and the CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Invitation for Bid (IFB # 2022-003), and the CONTRACTOR's Bid. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. THE WORK. The Work consists of \_\_\_\_\_, as more fully described in the Contract Documents as defined above.
3. TERM OF CONTRACT. This Agreement shall be in effect from \_\_\_\_\_ and shall expire on \_\_\_\_\_, unless terminated earlier pursuant to the terms hereof.
4. COMPENSATION.
  - A. The WRTA shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 3 above the contract sum of \$\_\_\_\_\_.
  - B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the WRTA from any and all claims and liabilities under this Agreement.
  - C. Neither the WRTA's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the WRTA under the Agreement or any cause of action arising out of the performance of the Agreement.

D. The WRTA shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, sec. 12(c)(3).

5. PAYMENT OF COMPENSATION. The WRTA shall make payments within thirty (30) days after its receipt of Invoice.

6. LIABILITY OF THE WRTA. The WRTA's liability hereunder shall be to make all payments when they shall become due, and the WRTA shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the WRTA or any elected or appointed official or employee of the WRTA, or their successors in office, personally liable for any obligation under this Agreement.

7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the WRTA for any purpose.

8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the WRTA harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.

9. INSURANCE.

A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the WRTA, as set forth below:

General Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
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B. All policies shall identify the WRTA as an additional insured (except Workers' Compensation) and shall provide that the WRTA shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the WRTA upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the WRTA, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the WRTA.

10. TERMINATION. A. Termination for Cause. If at any time during the term of this Agreement the WRTA determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the WRTA, or by not complying with the direction of the WRTA or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the WRTA shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the WRTA harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the WRTA may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the WRTA may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the WRTA for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the WRTA.

B. Termination for Convenience. The WRTA may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the WRTA, such payment not to exceed the fair value of the services provided hereunder.

12. INSPECTION AND REPORTS. The WRTA shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the WRTA. Whenever requested,

CONTRACTOR shall immediately furnish to the WRTA full and complete written reports of his operation under this Contract in such detail and with such information as the WRTA may request.

13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the WRTA harmless from loss on account thereof.
14. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the WRTA nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
19. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WORCESTER REGIONAL TRANSIT  
AUTHORITY:

By its: Administrator

\_\_\_\_\_  
Dennis J Lipka

CONTRACTOR:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

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- End Exhibit H -