

**INVITATION FOR BIDS
IFB# 161-17-07**

Issue Date: May 22, 2017

Title: Ultra-Low Sulfur Diesel Fuel and Gasoline

Issuing and Using Agency: GRTC Transit System
Attn: Allan Cox, Purchasing Manager
301 E. Belt Boulevard
Richmond, Virginia 23224

Bids for furnishing the services described herein will be received until: 11:00 a.m. local time on June 2, 2017. Any bids received after that time will not be accepted.

Suppliers must direct all inquiries to Tonya Thompson, Director of Procurement at the address listed above or Phone: (804) 358-3871 extension 372. Contact with any other party may result in rejection of your bid.

If bids are mailed or sent by courier, please forward to Allan Cox, Purchasing Manager, at the address above. Bids may also be faxed to the attention of Allan Cox at (804) 474-9817 or emailed to acox@ridegrtc.com

The undersigned hereby agrees to provide the goods/services as listed below and in accordance with the attached specifications, terms and conditions, which have been carefully examined and are incorporated herein and made a part of the bid documentation.

INITIAL TERM OF 12 MONTHS: APRIL 1, 2018 – MARCH 31, 2019

Estimated Annual Quantity (gallons)	Product	Destination	Floating Price Differential (+/- cents/gallon)	Fixed Price Differential (+/- cents/gallon)
725,000	No. 2 Ultra Low Sulfur Diesel Fuel	301 E. Belt Blvd. Richmond, VA 23224	\$	\$
45,131	87 Octane Unleaded Gasoline	301 E. Belt Blvd. Richmond, VA 23224	\$	

RENEWAL TERM OF 12 MONTHS: APRIL 1, 2019 – MARCH 31, 2020

Estimated Annual Quantity (gallons)	Product	Destination	Floating Price Differential (+/- cents/gallon)	Fixed Price Differential (+/- cents/gallon)
725,000	No. 2 Ultra Low Sulfur Diesel Fuel	301 E. Belt Blvd. Richmond, VA 23224	\$	\$
45,131	87 Octane Unleaded Gasoline	301 E. Belt Blvd. Richmond, VA 23224	\$	

SIGNED: _____ DATE: _____

NAME, AUTHORIZED OFFICIAL: _____

TITLE: _____

BID INSTRUCTIONS

Bidders shall bid price differentials (+/-) per gallon only. No other bids will be accepted. Differential prices are to be held firm for the entire term of the contract including any renewal.

The differential price to be quoted in any bid shall include all items of labor, materials, tools, equipment, delivery and other costs necessary to fully meet the requirements of GRTC. Bids shall include all freight charges FOB to the designated delivery points in addition to all applicable taxes, fees and tax credits.

The floating price differential is the amount supplier will charge GRTC per gallon over and above the weekly rack average price of Gross Ultra Low Sulfur Distillate (for No. 2 ultra low sulfur diesel fuel) or Gross RFG Ethanol 10% (for unleaded gasoline) in Richmond, VA as posted by the Oil Price Information Services (OPIS) on the day of delivery.

The fixed price differential is the amount supplier will charge GRTC per gallon over and above the price of Heating Oil Futures contracts at the time of order.

After award and throughout the term of the contract GRTC, at its discretion, shall decide whether to purchase No. 2 ultra-low sulfur diesel fuel from the rack market/floating price differential method or futures market/fixed price differential method. If GRTC wishes to lock into a fixed price, it will provide supplier a specific term and an estimated number of gallons required during that period of time. Supplier will then fix the price for all estimated gallons required during the specified term and immediately inform GRTC verbally of the purchase price, and confirm in writing. GRTC shall bear no responsibility whatsoever for the number of futures contracts purchased by supplier and shall receive a fixed price per gallon for the entire quantity of gallons estimated for the specified term, regardless of the number of contracts supplier purchased. During that specified term, GRTC will pay supplier a fixed price per gallon based on the average price of Heating Oil Futures contracts purchased by supplier and the Fixed Price Differential quoted by supplier. Under no circumstances will the average futures contract price exceed the average futures contract price agreed to by GRTC when the buy order is placed. If the supplier is unable to purchase contracts at or below GRTC's authorized price, the supplier must notify GRTC immediately, at which time GRTC may re-evaluate its price instructions. GRTC reserves the right to place a standing limit order that remains open until cancelled by GRTC. GRTC may require notification and documentation of any transaction.

Should GRTC require less fuel than estimated for any specified term and the contract is still within the initial term or renewal term, the balance will be carried over to the next month at no additional cost to GRTC. Initial fuel deliveries beyond the specified term will come from the carry-over supply purchased with futures contracts. Should GRTC require less fuel than estimated for any specified term which expires at the end of the initial term or renewal term, the balance may be sold by supplier upon contract expiration on the open market at no additional cost to GRTC. Quantities needed by GRTC in excess of the firm-fixed price estimated quantity will be purchased by GRTC via the rack market method.

The Belt Blvd. facility has two (2) 20,000 gallon below-ground diesel fuel tanks for a total capacity of 40,000 gallons diesel fuel. GRTC also has one (1) 6,000 gallon below-ground gasoline tank.

Bidders may bid on any or all products required by GRTC. Failure to bid on any one product will not prevent bidders from being awarded a contract for another product.

GRTC reserves the right to accept or reject any and all bids and waive any minor informalities or irregularities as GRTC deems in its best interests.

GRTC will not be responsible for any errors in bids.

TERMS AND CONDITIONS

BASIS OF AWARD: GRTC intends to award a contract to the lowest responsive and responsible bidder as determined by GRTC based on the terms, conditions, and attachments contained herein. Bidders are cautioned that exceptions to the terms, conditions, and attachments may result in rejection of the bid.

QUANTITY: All quantities shown are estimates only. No guarantee is made or implied that these quantities will necessarily be the minimum or maximum quantities purchased. **At no point during the term, regardless of fuel purchase method, will this contract become an exact quantity agreement.**

SPECIFICATIONS FOR DIESEL FUEL: Ultra low sulfur # 2 diesel fuel (ULSD) shall meet the American Society for Testing Materials (ASTM) specification D 975, with the exception of lubricity. The lubricity shall meet the Cummins Engine Diesel Fuel specification and the Engine Manufacturers Association (EMA) recommendation of 460 micrometers using the High Frequency Reciprocating Rig (HFRR).

TERM:

1. This Agreement shall be effective April 1, 2018 and, unless earlier terminated or cancelled, shall continue in effect for one (1) Contract Year thereafter (the "Initial Term").
2. At the end of the Initial Term, this Agreement shall expire unless GRTC, in its sole discretion, provides written notice to Supplier of its intent to renew the Agreement for an additional period of one (1) Contract Year (a "Renewal Term"). At the end of the first Renewal Term, this Agreement shall expire.
3. For the avoidance of doubt, in no event shall the Term hereof exceed two (2) Contract Years.
4. GRTC's notice of its intention to continue this Agreement must be provided to Supplier not less than thirty (30) days prior to the expiration of the Initial Term.
5. GRTC reserves the right to lock into a fixed price per gallon which may be delivered up to six (6) months beyond the period of the contract expiration date.

ORDERS AND DELIVERY:

1. Orders will be placed on an as-needed basis. A minimum of 7,500 gallons of No. 2 Ultra-Low Diesel Fuel will be ordered at a time for Belt Blvd. This is a transport delivery.
2. Delivery shall be made within 24 hours after receipt of order or verbal notification.
3. All products shall be delivered F.O.B. at the Place of Delivery designated in the order. GRTC facilities include, but are not limited to, the following sites:
GRTC, 301 E. Belt Boulevard, Richmond, VA 23224
4. Deliveries must be made to GRTC Monday through Friday from 8:00am to 2:30pm EST. Saturday deliveries may be coordinated in case of an emergency.
5. GRTC currently receives 4 to 5 deliveries per week at its primary operations facility.
6. Product shall be considered delivered on the day it is received on the respective property, complete, subject to its subsequent acceptance.
7. Title to products shall transfer from Supplier to GRTC at the Place of Delivery. Supplier shall bear the risk of damage to or loss of Products during transportation until Products are delivered to the Place of Delivery and accepted by GRTC.

SERVICES

1. **Performance of Services.** Supplier shall perform the services described herein (the "Services"), at the GRTC Facilities ("Facilities") or such other locations as may be set forth by GRTC. Supplier shall perform the Services on an ongoing basis during the Term, in accordance with the schedule, if any, set forth herein. Performance hereunder shall be governed by the terms and conditions of this Agreement, and GRTC's or Supplier's use of pre-printed forms for any purpose shall be for administrative convenience only. All Services shall be performed in strict accordance with the terms and conditions of this Agreement, including the schedule, if applicable. GRTC reserves the right, upon reasonable notice to Supplier, to audit and observe Supplier's performance hereunder at the facility where the Services are being performed. Time is of the essence for the performance of all Services.
2. **Materials and Equipment.** Supplier shall provide all materials, tools and equipment ("Supplies") that may be necessary for the proper performance of the services, without additional compensation. Supplier shall be responsible for and shall bear the risk of loss or damage to its Supplies while at GRTC's facilities, unless such loss or damage results from the gross negligence of GRTC or its employees or agents. Supplier shall require all of its personnel to waive all claims against GRTC for lost or damaged Supplies and shall indemnify GRTC against any claims arising in connection with lost or damaged Supplies belonging to any Supplier personnel. Nothing herein shall require Supplier to indemnify GRTC against any claims demonstrated by Supplier to have resulted solely from GRTC's negligence or willful misconduct.
3. **Contract Administrator.** Supplier's performance under this Agreement may be monitored and reviewed by a representative designated by GRTC to administer the Agreement and be the Supplier's primary point of contact ("Contract Administrator"). Reports and data required to be provided by Supplier shall be delivered to the Contract Administrator. Questions by Supplier regarding interpretation of the terms, provisions, and requirements of this Agreement shall be addressed to the Contract Administrator for response.

INSPECTIONS AND REJECTIONS

1. **Receipt Inspections.** Upon receipt at the Place of Delivery, GRTC may, but shall not be obligated to, perform receipt inspections to confirm that the Products conform to the applicable Order and GRTC's Specifications. Such inspections may be cursory in nature, and acceptance of Products by GRTC shall not be deemed evidence that the Products conform to GRTC's Specifications.
2. **Other Inspections.** GRTC may have the fuel inspected by an inspector as to quality or quantity. If it is discovered that the fuel supplied by Supplier is materially deficient in either quality or quantity, the cost of the inspection will be borne by the Supplier. In all other cases, the cost of the inspection will be paid by GRTC
3. **Rejection of Product.** GRTC may reject any Products that do not conform to the applicable Order or GRTC's Specifications, provided GRTC provides Supplier with notice of such rejection within a reasonable time after it discovers the nonconformity.
4. **Remedies upon Rejection.** In addition to such remedies as may be available hereunder, at law or in equity, upon rejection of any Product, GRTC shall be entitled to exercise any available remedies under this Agreement, in law or equity, for non-conforming Products and for breach of warranty with respect to such Product.
5. **No Waiver of Remedies.** The inspection, acceptance or final acceptance of Products shall not constitute a waiver of any rights or remedies available under this Agreement, in law or equity.

WARRANTIES AND REMEDIES

1. Title

- a. Supplier warrants that title to all Products delivered hereunder shall be good and its transfer rightful, and that all Products delivered hereunder shall be free from all security interests, claims, demands, liens and other encumbrances.
- b. If any Products fail to conform to the above warranty, Supplier, at its expense, shall defend the title thereto and, if requested in writing by GRTC, shall promptly cause any security interest, claim, demand, lien or other encumbrance to be removed by discharging such encumbrance or posting a bond therefore. If Supplier fails to cause any such security interest, claim, demand, lien or other encumbrance to be removed by discharge or posting a bond within five business days after GRTC shall request such removal, then GRTC, at GRTC's option, may either (a) cause the removal of such security interest, claim, demand, lien or other encumbrance by bonding, in which case Supplier shall be liable to GRTC for the expenses thereby incurred, including all court costs and attorney fees, or (b) revoke its acceptance of such Product, in which case Supplier shall promptly refund any compensation Supplier received from GRTC in connection with such Products together with all costs incurred by GRTC in connection with such revocation.

2. Warranties

- a. Supplier warrants that all Products delivered pursuant to this Agreement shall (a) strictly conform to the applicable GRTC's Specifications and (b) be suitable in all respects for their intended use. Any remedial Products shall be subject to this subsection to the same extent as the Product initially provided.
- b. Supplier shall ensure that the warranty requirements of this Agreement are enforceable through and against Supplier's suppliers, vendors, distributors, and subcontractors. Supplier is responsible for liability and expense caused by any inconsistencies between the warranties extended to GRTC by Supplier and those extended to Supplier by its suppliers, vendors, distributors, and subcontractors. Such inconsistency or difference shall not excuse Supplier's full compliance with its obligations under this Agreement. Supplier shall cooperate with GRTC in facilitating warranty related work by such suppliers, vendors, distributors, and subcontractors.
- c. Supplier warrants that it has experience and expertise in performing services of the type required herein and that the Services performed hereunder shall (a) be performed in strict accordance with all conditions and requirements herein, (b) be performed in strict accordance with all applicable laws and regulations, (c) be performed in a diligent and workmanlike manner by qualified and skilled personnel appropriately supervised and (d) reflect the highest level of care, skill, knowledge and judgment required or reasonably expected of providers of comparable services.

3. Remedies

- a. If any Products delivered by Supplier hereunder fail to conform to the warranty in Paragraphs 2.a and 2.b above, then Supplier shall promptly replace such nonconforming Products with conforming Products at no cost to GRTC; provided, however, GRTC shall have given Supplier written notice of the nonconformity within 10 days after the nonconforming Products are discovered by GRTC.
- b. If GRTC discovers that any Services either prior to or after acceptance by GRTC performed by Supplier fail to conform to the above warranties, then Supplier shall, at GRTC's option and at no cost to GRTC, promptly correct or re-perform such non-conforming Services so that they conform to the above warranties. The re-performed Services shall be subject to the

same warranties as the original Services. Without limiting the generality of the preceding sentence, Supplier shall provide all labor, engineering, supervision, equipment, tools and materials necessary to remedy the nonconformity and shall bear all expenses in connection therewith. Supplier shall perform its remedial obligations hereunder in a timely manner consistent with GRTC's reasonable requirements. If Supplier fails or is unable to do so, GRTC may remedy the nonconforming Services and Supplier shall reimburse GRTC for any remedial costs and expenses (including GRTC internal costs) GRTC may incur.

INVOICES AND PAYMENT:

1. Supplier shall submit an invoice to GRTC, Accounts Payable, after each delivery. No advance payment or deposit shall be made or accepted for Services performed or Goods provided by Supplier pursuant to the Agreement. Supplier's invoices must be accompanied by all required documentation to support all charges. Fuel must be billed at net gallons. All applicable rebates and discounts shall be identified separately on Supplier's invoice. Any invoice submitted to GRTC in an improper format or without the required information or documentation will be returned unpaid to Supplier for correction and resubmission.
2. GRTC shall pay all undisputed portions of properly documented invoices within 30 days after receipt of Supplier's invoice. If GRTC disputes any portion of an invoice, GRTC shall provide written notice to Supplier indicating the reason GRTC is withholding any amount, and GRTC shall pay the undisputed portion of the invoiced amount. Neither the payments made to Supplier, nor the method of such payments, shall be deemed GRTC's acceptance of the Services or Goods, nor shall they relieve Supplier of its obligations to perform the Services and deliver the Goods in strict compliance with the requirements herein.

SUPPLIER PERSONNEL AND FACILITY REQUIREMENTS

1. Personnel. Supplier shall provide the Services through duly licensed and fully trained and competent personnel or approved subcontractors having a skill level appropriate for the tasks assigned to them ("Supplier Personnel"). No subcontractor shall perform Services hereunder unless approved in advance by GRTC. Supplier shall use best efforts to ensure the continuity of all Supplier Personnel providing Services. Supplier shall not charge GRTC for the time associated with training any new Supplier Personnel. GRTC, in its sole discretion, shall have the right upon written notice to Supplier to require Supplier to remove any of Supplier's Personnel from the performance of the Services for any reason.
2. Facility Requirements. GRTC shall provide reasonable access to its Facilities for Supplier Personnel provided such Supplier Personnel comply with GRTC's safety, health, and environmental rules (Attachment B), as well as any Facility-specific site requirements which may be provided by GRTC to Supplier.
3. Interference with GRTC's Operations. Supplier acknowledges that GRTC shall continue its normal operations during the performance of the Services. Supplier shall perform the Services so as not to interfere with GRTC's operations where possible, and shall be responsible for any damage caused by its failure to do so, except as follows. If any of the Services is of a nature that will necessitate interference with GRTC's operations, the Supplier shall notify GRTC of such interference before starting to perform the Services. Supplier shall prepare a proposed schedule and submit it to GRTC for GRTC's approval. Supplier shall not start to perform the Services until GRTC approves the schedule. Supplier shall also coordinate its Services to eliminate interference with the work of other GRTC contractors at GRTC's Facilities and shall notify GRTC of any potential or actual interferences that Supplier cannot resolve satisfactorily before proceeding with its Services.
4. Subcontractors. No approved subcontractor shall perform any Services hereunder without first (a) providing evidence of insurance, and (b) agreeing to indemnify GRTC. GRTC, in its sole discretion, shall have the right upon written notice to Supplier to require Supplier to remove any subcontractor from the performance of the Services for any reason. All subcontractors shall act

solely as agents of Supplier. Supplier agrees that it is as fully responsible to GRTC for the acts and omissions of any of its subcontractors and of persons either directly or indirectly employed by such subcontractor as it is for the acts and omissions of persons directly employed by Supplier. Nothing herein shall create any contractual or agency relationship between any such subcontractor and GRTC, and GRTC shall have no obligation to pay or ensure the payment of any monies owed by Supplier to any such subcontractor. GRTC reserves the right to review and approve any subcontracts between Supplier and its subcontractors relating to this Agreement.

CHANGE ORDERS: GRTC may at any time, by written notice to Supplier from the Contract Administrator, make changes in, additions to or deletions from the scope of the Services by issuing a written change order ("Change Order"). Supplier shall perform the Services as so changed. Supplier shall not honor any oral request for a change and shall not be entitled to an equitable adjustment with respect to any work that is not authorized by a Change Order from GRTC's Contract Administrator. All Services performed pursuant to a Change Order shall be subject to all the applicable terms and conditions herein.

EQUITABLE ADJUSTMENTS

1. If any Change Order results in an increase or decrease in the Charges or time required to perform the Services, an equitable adjustment will be made, at the sole discretion of GRTC, to the Charges, schedule or both, and the Agreement will be modified in writing accordingly. Every Change Order may require a cost analysis to determine the reasonableness of the proposed change.
2. All changes to the Agreement that are a result of legislation or regulations that become effective after the bid due date, which might require an adjustment to the contract price, upward or downward, shall be evaluated by both parties. An adjustment to the charges shall be negotiated between GRTC and Supplier.
3. Any claim by Supplier for an equitable adjustment under this Section must be asserted within 14 calendar days from the date of receipt by Supplier of the notification of change. The request for equitable adjustment must be in writing and state the general nature and monetary extent of the claim. The Contract Administrator may require additional supporting documents and cost or price analysis to determine the validity of the claim.
4. No claim by Supplier for an equitable adjustment hereunder will be allowed if asserted after final payment under this Agreement. No claim will be allowed for any costs incurred more than 20 calendar days before Supplier gives written notice, as required in this section.
5. Supplier shall continue to perform the Services in accordance with this Agreement, without delay or interruption, during any period that GRTC is considering a request for an equitable adjustment and during the pendency of any dispute over an equitable adjustment. GRTC shall notify Supplier of its decision regarding the equitable adjustment in writing. Failure by GRTC and Supplier to agree upon an equitable adjustment shall not constitute a basis for Supplier to suspend performance of the Services but shall be resolved pursuant to the Dispute Resolution section.

SUSPENSION: Upon oral or written notice from GRTC, Supplier shall suspend all or any part of its performance hereunder for such time as GRTC may direct. Any oral notice of suspension shall be confirmed in writing. GRTC shall not be liable for the cost of any unauthorized work performed by Supplier during any period of suspension, and upon receipt of GRTC's suspension notice, Supplier shall neither place further orders nor enter into further subcontracts relating to the suspended performance. A suspension by GRTC pursuant to this Section shall be considered a change by GRTC for which Supplier may be entitled to an equitable adjustment in the Charges in accordance with the procedures above.

INDIMNIFICATION

1. Indemnification. To the greatest extent permitted by law, Supplier shall indemnify and hold harmless GRTC, Old Dominion Transit Management Company, their elected officials, officers, officials, agents, and employees (each, an "Indemnitee"), from and against any and all claims, actions, causes of action, losses, liabilities, damages (including punitive damages), costs and expenses, including reasonable attorneys' fees, arising out of a claim or claims an Indemnitee may incur in connection with this Agreement or any of the Products or Services supplied hereunder, whether such claims arise in contract, tort or otherwise. This indemnification obligation shall include, but is not limited to, all claims against GRTC by Supplier's subcontractors or suppliers, or an employee or former employee of Supplier or its subcontractors; and Supplier, by mutual negotiation, expressly waives all immunity and limitation on liability, with respect to GRTC only, under any industrial insurance act, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. This indemnification obligation shall also obligate Supplier to protect, indemnify, defend, and save harmless the Indemnitees from any and all claims or lawsuits alleging a violation of a third party's copyright or patent rights arising out of or in connection with Suppliers provision of Services and Goods under this Agreement. Notwithstanding anything provided in this section, GRTC retains the right to provide its own defense against any suits, claims, or actions, and to assess any costs of such defense to Supplier, including attorney's fees, expert witness fees, and court costs.
2. Assumption of Defense. Supplier shall, at GRTC's option, assume the defense of the Indemnitees in all legal or claim proceedings arising out of, in connection with, or incident to the indemnification obligation set forth in Paragraph 1 above and shall pay all defense expenses, including reasonable attorney's fees, expert fees, and costs incurred by the Indemnitee on account of such litigation or claims.

INSURANCE

1. Supplier shall obtain, pay for and keep in force during the Term hereof, and thereafter as provided, the coverages in the amounts listed in Attachment A. All insurance policies shall be written with a company or companies licensed to conduct business within the Commonwealth of Virginia and holding a current Best's Key Rating of A- VII or better. Supplier shall name GRTC and Old Dominion Transit Management Company as additional insureds on General, Business Automobile and Excess or Umbrella liability policies by endorsement to the policies. Insurance policies shall be endorsed to give GRTC 30 days written notice (10 days in case of Workers Compensation) of cancellation for any reason, non-renewal or material change in coverage or limits. In case of non-payment of premium by Supplier, GRTC retains the right, but is not obligated, to pay any premiums and deduct such amounts from any payments due Supplier.
2. There shall be no exclusions for punitive damages in the General or Business Automobile policies.
3. Evidence of Coverage in the form of an original Certificate of Insurance shall be submitted to GRTC.

PUBLIC DISCLOSURE REQUESTS

1. Public Documents. GRTC Agreements shall be considered public documents and, with exceptions provided under public disclosure laws, will be available for inspection and copying by the public.
2. Supplier's Confidential Information. If Supplier considers any portion of any documents which may be delivered to GRTC pursuant to this Agreement to be protected under the law, Supplier shall clearly identify each such item with words such as "Confidential," "Proprietary," or "Business Secret." If a request is made for disclosure of any such document, GRTC will determine whether the document should be made available under the law. If the document or parts thereof are

determined by GRTC to be exempt from public disclosure, GRTC will not release the exempted document. If the document is not exempt from public disclosure law, GRTC will notify Supplier of the request and allow Supplier five days to take whatever action it deems necessary to protect its interests. If Supplier fails or neglects to take such action within said period, GRTC will release the document deemed subject to disclosure.

COMPLIANCE WITH LAWS; NONDISCRIMINATION; FINES

1. General. Supplier shall comply with all foreign and United States (federal, state and local) laws, rules, regulations and ordinances applicable to the performance of its obligations under this Agreement. In addition, Supplier shall obtain, maintain in good standing and be liable for all taxes, fees, governmental licenses, permits and approvals necessary for the operation of Supplier's Facility required in the performance of Supplier's obligations under this Agreement. Upon request, Supplier shall furnish to GRTC certificates of compliance with all such laws, rules, regulations, and ordinances.
2. Business Conduct and Conflicts of Interest. No member, officer, or employee of GRTC during their tenure or for two years thereafter shall have any financial interests, direct or indirect, in this Agreement or the proceeds thereof. Supplier shall notify GRTC's Contract Administrator of current or former GRTC employees who may become involved in the Agreement at any time during the term of the Agreement.
3. Fines and Fees. Any fines, legal costs or other penalties incurred by Supplier or its agents or employees for noncompliance with any laws, rules, regulations or ordinances with which compliance is required herein shall not be reimbursed by GRTC, but shall be the sole responsibility of Supplier. If fines, penalties or legal costs are assessed against GRTC by any government authority or court due to noncompliance by Supplier or its agents or employees with any laws, rules, regulations or ordinances, or if GRTC's operations or any part thereof is delayed or stopped by order of any government authority or court due to Supplier's noncompliance or the noncompliance of Supplier's agents or employees, Supplier shall indemnify and hold harmless GRTC against any and all losses, liabilities, damages, claims and costs (including reasonable attorneys' fees) suffered or incurred because of the failure of Supplier or its agents or employees to comply therewith.

RECORDS; REPORTS; AUDITS

1. Records. During the Term of this Agreement, Supplier shall keep and maintain (a) complete and accurate records, in accordance with Generally Accepted Accounting Principles (GAAP), books of account, reports and other data necessary for the proper administration of this Agreement, including all rebate programs and any other special pricing program extended to Supplier by any subcontractors in connection with the Agreement and (b) all data, documents, reports, contracts and supporting materials relating to this Agreement as the Federal Government may require. Supplier shall retain such records and all other written materials prepared by Supplier, during the Term of this Agreement and for three years after the expiration, termination or cancellation of this Agreement and for any additional time required by governmental authorities with jurisdiction over Supplier.
2. Reports. Supplier agrees to provide to the FTA those reports required by U.S. DOT's grant management rules and any other reports the Federal Government may require. In addition, Supplier shall, upon request, provide GRTC with satisfactory reports and documentation of Supplier's compliance with the Agreement
3. Right to Audit. Federal, state, local or GRTC designated auditors shall have the right, upon reasonable notice to Supplier, during the Term of this Agreement and for three years following the expiration, termination or cancellation hereof, to audit and inspect Supplier's books, records and other materials as described in Paragraph 1 hereof with respect to Compensation and Services. Supplier shall require its subcontractors to agree to allow GRTC to audit and inspect such

subcontractors' books and records pertaining to Compensation and Services during the Term of this Agreement and for three years following the expiration, termination or cancellation of this Agreement or any agreement between Supplier and such subcontractor. If any audit or inspection reveals an error or irregularity in the Compensation payable to Supplier hereunder or a breach of the warranty set forth herein, an appropriate adjustment shall be made (a) by Supplier within thirty days after the conclusion of the audit or inspection or (b) at GRTC's option, by GRTC to amounts properly due Supplier hereunder. Supplier shall permit GRTC, and if federally funded, the FTA and the Comptroller General of the United States, or a duly authorized representative, to inspect all work, materials, payrolls, and other data and records involving the Agreement.

TERMINATION AND CANCELLATION

1. **GRTC Rights of Termination.** GRTC may terminate this Agreement at its sole discretion and for any or no reason upon 30 days' prior written notice to Supplier. The parties understand and agree that GRTC's ability to make payments under this Agreement is subject to and dependent upon financial assistance provided by the U.S. Department of Transportation, the Virginia Department of Rail and Public Transportation, and the City of Richmond. The parties further understand and agree that if any of these governmental entities withdraws, reduces, or limits expected or actual funding to any extent, GRTC may, upon written notice to Supplier, immediately terminate this Agreement in whole or in part.
2. **Right to Cancel for Default.**
 - a. Either party may cancel this Agreement effective immediately upon written notice to the other in the case of the bankruptcy, insolvency, or appointment of custodian, receiver, trustee, or liquidator of the other party, or a breach by the other party of any of the terms and conditions of this Agreement, without prejudice to any other rights or remedies the non-breaching party may have, provided the breaching party fails to remedy such breach within 30 days of receiving notice of such breach.
 - b. In the event either party shall engage the services of an attorney or other professional due to the default of the other party, the defaulting (non-prevailing) party shall pay all legal costs and fees, including attorney fees, incurred by the non-defaulting (prevailing) party in enforcing its rights.
3. **Effect of Termination or Cancellation.**
 - a. When Supplier receives notice of termination or cancellation, it shall (a) discontinue its performance of the Services in accordance with GRTC's instructions, (b) not place further orders or enter into further subcontracts relating to the terminated Services, (c) to the extent possible terminate all existing orders with its suppliers and any subcontracts, and (d) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the consent of GRTC's Contract Administrator or other expressly designated representative.
 - b. After termination or cancellation, GRTC shall have no further liability other than to pay for Services performed and conforming Goods delivered prior to the effective date of termination or cancellation.
 - c. Neither termination nor cancellation shall affect any rights either party may have with respect to any Goods delivered or Services performed prior to termination or cancellation, any pending dispute, or any rights either party may have with respect to any breach occurring prior to termination or cancellation.

DISPUTE RESOLUTION

1. Intent. It is the intention of the parties to make a good faith effort to resolve, without resort to litigation, any dispute, controversy or claim arising out of or relating to this Agreement or any breach hereof (a "Dispute") according to the procedures set forth herein; provided, however, that the procedures set forth herein shall not preclude either party from exercising any right of termination or cancellation of the Agreement as provided herein or as available at law or in equity.
2. Procedure. Supplier shall address any question or claim arising from this Agreement in writing to the Contract Administrator within ten calendar days of the date in which Supplier discovers or has reason to discover the question or claim. Unless Supplier receives a written notification with the determination of the Contract Administrator prior to the tenth day following the Contract Administrator's receipt of the question or claim, such question or claim is denied. In the event Supplier disagrees with any determination or decision of the Contract Administrator, Supplier may, within five calendar days of the date of such determination or decision, appeal the determination or decision in writing to the Chief Executive Officer of GRTC (the "CEO"). Such written notice of appeal shall include all documents and other information necessary to substantiate the appeal. The CEO shall review the appeal and transmit a decision or determination in writing. The decision will be considered final. Appeal to the CEO shall be a condition precedent to litigation hereunder.
3. Mediation and Arbitration. If a Dispute cannot be settled through direct discussions, the parties shall first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties may seek to resolve disputes pursuant to arbitration, but are not required to do so. Nothing in this Section precludes any party from seeking further relief once the required alternative dispute resolution efforts have failed.
4. Performance During Dispute. Subject to the rights of the parties to cancel this Agreement or suspend their performance as set forth in this Agreement, Supplier shall continue to perform its obligations under this Agreement during the pendency of any Dispute; provided, however, that GRTC may seek preliminary and permanent injunctive relief, including specific performance or other interim or permanent relief, if the Dispute involves risk to the safety or security of persons or property, if in GRTC's judgment such relief is necessary to prevent injury or damage; provided further, that despite any such action by GRTC, the parties shall continue to proceed in good faith in the dispute procedures outlined herein.

FORCE MAJEURE

1. Events of Force Majeure. Neither GRTC nor Supplier shall be liable for its failure to perform or for any delay in performance of its obligations hereunder to the extent that such performance is delayed or prevented by circumstances beyond its reasonable control, without its fault or negligence and that despite its reasonable efforts is unable to overcome (a "Force Majeure Event"). Either party's right to be excused pursuant to the preceding sentence shall be conditioned upon the party experiencing the Force Majeure Event providing prompt written notice to the other party of the occurrence of the Force Majeure Event. This written notification shall give a full and complete explanation of the Force Majeure Event and its cause, the status of the Force Majeure Event, and the actions the party is taking and proposes to take to overcome the Force Majeure Event. Subject to the foregoing conditions, events that may constitute Force Majeure Events include, but are not limited to, acts of God; unusually severe weather conditions; war; riots; requirements, actions or failures to act on the part of governmental authorities; inability despite due diligence to obtain required licenses, permits or approvals; fire; damage to or breakdown of necessary facilities; or unusual transportation delays or accidents. Strikes and

other labor difficulties are not Force Majeure Events. The party experiencing the Force Majeure Event shall exercise due diligence to overcome any Force Majeure Event.

2. Force Majeure Procedure. The party experiencing the Force Majeure shall exercise due diligence in endeavoring to overcome and mitigate any resulting delay in, or prevention of, its performance. If Supplier is experiencing the Force Majeure, it shall, in addition to the above actions, implement any applicable contingency plan. The party experiencing the Force Majeure shall also give prompt written notification to the other party, which notice shall include a full and complete explanation of the Force Majeure and its cause, the status of the Force Majeure, and the actions such party is taking and proposes to take to overcome and mitigate any resulting delay in, or prevention of, its performance.
3. Termination for Extended Force Majeure. If Supplier's ability to perform hereunder is delayed or prevented, in whole or in part, for a period of 4 consecutive days as a result of an event of Force Majeure, GRTC shall have the right, at its sole option, to terminate this Agreement, in whole or in part, by giving written notice of termination to Supplier. Such termination shall be effective upon Supplier's receipt of such notice and without regard to whether the event of Force Majeure ends prior to the date on which the termination becomes effective.

WAIVER OF LIENS: To the maximum extent permitted by law, Supplier waives, and shall require its suppliers and subcontractors of any tier to waive, all liens and claims, and the right to file and enforce or otherwise assert any liens and claims, against GRTC's facilities or any other GRTC property (real or personal) in connection with the Goods delivered and Services performed hereunder.

INDEPENDENT CONTRACTOR: Supplier is an independent contractor for all purposes in connection with this Agreement and is solely responsible for workers' compensation, unemployment compensation, social security, payroll taxes and all similar obligations affecting its employees. This Agreement is not intended to be one of hiring under the provisions of any workers' compensation or other laws and shall not be so construed. None of Supplier's employees shall be deemed to be a GRTC employee for any purpose, nor shall GRTC be in any way responsible for delegating responsibility between Supplier and its subcontractors. Nothing herein shall be deemed to constitute a partnership or joint venture between the parties. Supplier shall keep all necessary employment-related records and make all necessary payments to its employees.

ASSIGNMENT

1. Assignment by Supplier. This Agreement and each and every covenant, term and condition hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. Supplier shall not assign, subcontract or otherwise delegate any interest, right or obligation, whether by assignment or novation, hereunder without GRTC's prior written consent. Any such assignment without GRTC's consent shall be void. If GRTC consents to the assignment in writing, this Agreement shall be binding upon and inure to the benefit of the successors of Supplier. This provision shall not prevent Supplier from pledging any proceeds from this Agreement as security to a lender. An assignment may be conditioned upon the posting of bonds, securities and the like by the assignee, and the assignee must assume this Agreement and be responsible for the obligations and liabilities of Supplier, known and unknown, under this Agreement and applicable law.
2. Assignment by GRTC. GRTC may assign its rights and obligations under the Agreement to any successor to the rights and functions of GRTC or to any governmental agency to the extent required by applicable laws or governmental regulations, or to the extent GRTC deems necessary or advisable under the circumstances.

GOVERNING LAW AND VENUE: This Agreement, and any Orders or other contracts resulting therefrom, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. For the adjudication of any disputes arising under this Agreement, all actions shall be filed in the City of Richmond.

NOTICES: All certificates or notices required hereunder shall be given in writing and addressed or delivered to the representative(s) specified on the Cover Page. Notices shall be deemed received (a) upon delivery, when personally delivered; (b) upon receipt, when sent via registered or certified mail; (c) the next business day, when sent via overnight courier; and (d) upon transmittal, when sent via facsimile. Copies of all general correspondence regarding this Agreement shall also be sent to these representative(s). Either party may change the representative(s) designated to receive notice hereunder by written notice to the other party. All correspondence and transmittals between the parties shall be executed pursuant to coordination procedures that shall be developed by the parties.

OTHER PROVISIONS:

1. All warranties, remedial obligations, indemnities, and confidentiality rights and obligations provided herein shall survive the cancellation, expiration or termination hereof.
2. Where remedies for breach of contract are provided herein, those remedies are in addition to all other available remedies in the Agreement, at law or in equity, unless otherwise expressly provided herein. Where no specific remedy for a breach of contract is specified, the non-breaching party shall be entitled to pursue all available remedies in this Agreement, at law or in equity.
3. No amendment, modification or waiver of any term hereof shall be effective unless set forth in a writing signed by both parties.
4. The failure of either party to demand strict performance of the terms hereof or to exercise any right conferred hereby shall not be construed as a waiver or relinquishment of its rights to assert or rely on any such term or right in the future.
5. In the event that any provision of this Agreement is deemed as a matter of law to be unenforceable or null and void, such provision shall be deemed severable from the Agreement and the rest of the Agreement shall continue in full force and effect.
6. Headings set forth herein are inserted for convenience and shall have no effect on the interpretation or construction of this Agreement.

ENTIRE AGREEMENT: This Agreement, which includes Supplier's bid, and the policies and rules referenced herein, and any purchase orders issued by GRTC for Goods, constitutes the entire agreement of the parties with respect to the subject matter herein and supersedes any prior or contemporaneous agreements or understandings between the parties with respect to such subject matter. No course of dealing, usage of trade or course of performance shall be used to, or be deemed to, amend, supplement or explain any term or condition of this Agreement.

ATTACHMENT A

INSURANCE

Supplier agrees to provide the following insurance coverage:

- A. **Commercial General Liability** (Occurrence Form), either singly or in combination with Excess or Umbrella Liability Insurance policy **covering all operations** with the following limits:

Each Occurrence (Bodily Injury, Property Damage)	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$1,000,000
Products and Completed Operations Aggregate Limit	\$1,000,000
Fire Damage Limit	\$ 100,000
Medical Payments – Any One Person	\$ 5,000

- B. **Business Automobile Policy** either singly or in combination with Excess or Umbrella Liability Insurance policy **covering all operations** with the following limits:

Owned, Hired or Non Owned (Per Accident)	\$1,000,000
Uninsured Motorist (Per Accident)	Minimum State Limits
Medical Payments (Each Person)	\$ 5,000
Comprehensive (\$5,000 Deductible – Maximum)	Actual Cash Value
Collision (\$5,000 Deductible – Maximum)	Actual Cash Value

In the case of policies that list specific vehicles or specific drivers, proof of coverage is required to be provided to GRTC for each vehicle or driver before it can be used in service. Supplier shall be fully responsible for all physical damage deductibles to GRTC owned vehicles. In addition, Supplier shall be fully responsible for all rental costs and other costs associated with any vehicles that replace any vehicle that sustains any type of physical damage.

- C. **Workers Compensation**

Part A	Statutory
Part B – Employers Liability	
Bodily Injury by Accident	\$1,000,000
Bodily Injury by Disease (Policy Limit)	\$1,000,000
Bodily Injury by Disease (Each Employee)	\$1,000,000

All States and Voluntary Compensation endorsements shall be included in the Workers Compensation policy. Workers Compensation shall be provided to all employees of Supplier.

- D. **Excess or Umbrella Liability** (Occurrence Form) **covering all operations** with the following limits:

Each Occurrence (Bodily Injury, Property Damage, Personal and Advertising Injury)	\$15,000,000
General Aggregate Limit (Other than Products – Completed Operations)	\$15,000,000
Products and Completed Operations Aggregate Limit	\$15,000,000

Excess or Umbrella policies shall list the Vehicle, Commercial General Liability and Employers Liability policies as underlying policies.

ATTACHMENT B

ENVIRONMENTAL MANAGEMENT SYSTEM ENVIRONMENTAL GUIDELINES

1.0 Introduction

- 1.1 GRTC is developing an Environmental Management System (EMS) that will meet the International Organization for Standardization's (ISO) standard for Environmental Management Systems (EMS) (ISO 14001). GRTC's EMS requires that it control activities that may affect the environment, including those of contractors and suppliers, so that adverse environmental impacts are minimized.
- 1.2 The following information is supplied to contractors and suppliers who perform work projects for GRTC. The information presented in these guidelines provides guidance for contractors and suppliers to make them aware of the EMS and to ensure conformance to GRTC's Environmental Policy and applicable EMS procedures and instructions. Conformance with the environmental policy and all requirements noted in this document is expected of all those persons working for or on behalf of GRTC, which includes contractors, subcontractors, suppliers and their employees.
- 1.3 Failure to follow these requirements can be grounds for termination of the project work.
- 1.4 For further information, please contact the GRTC Director/Manager in charge of this project at (804) 358-3871.

2.0 General Information

- 2.1 Contractor / Supplier Environmental Checklist - Prior to commencing any work on any GRTC project, GRTC's Director/Manager will complete an Environmental Management System Contractor / Supplier Environmental Checklist. The purpose of this form is to establish whether or not a particular activity poses a substantial environmental risk that needs specific additional controls. GRTC will review this checklist and determine whether or not the proposed project activities pose a substantial environmental risk. If the expected environmental risk needs no further controls, the GRTC Director/Manager will approve the checklist noting that "no further action" is needed and project work can commence. If the GRTC Director/Manager determines that more controls are needed, then the "Contractor/Supplier Environmental Activity Statement" is required.
- 2.2 Contractor / Supplier Environmental Activity Statement - This form is used when GRTC's Director/Manager determines that a contractor/supplier's activities pose a substantial risk of an adverse environmental impact such that additional controls are needed (see 2.1, above). Upon request, contractors are to submit a written statement outlining their activities and procedures for minimizing and managing the actual or potential environmental impacts of their operations using the Contractor / Supplier Environmental Activity Statement form provided. The Activity Statement must address potential risks to the environment, contractors, employees and other personnel associated with GRTC's project activities and proposed measures for minimizing these risks. Upon approval by the GRTC Director/Manager, the contractor/supplier may commence work on the site.
- 2.3 Pollution Prevention - Contractors/suppliers are responsible for preventing pollution of the air, water and land, and for the proper disposition of waste generated by their activities. The following guidelines provide specific information to assist contractors/suppliers with this requirement, but these guidelines do not take the place of federal, state and local regulations. The contractor/supplier must comply with all federal, state, and local regulations.

- 2.4 Environmental Regulation Compliance - In addition to preventing pollution, contractors/suppliers are responsible for their own compliance with all applicable federal, state and local environmental regulations.
- 2.5 Excavation Control - Contractors/suppliers will not engage in any excavation activities on site without the prior approval of the GRTC Director/Manager.
- 2.6 Community Awareness - Contractors/suppliers will be sensitive to the effects of noise, odor, light, and traffic movement to the local community.
- 2.7 Good Housekeeping - Contractors/suppliers are responsible for keeping the site clean and orderly. Clean up of trash, etc. generated by the contractor's activities or the activities of its employees are the contractor's responsibility.
- 2.8 Training – Contractors/suppliers employees shall be trained on applicable federal, state, and local environmental regulations and standards. Contractors/suppliers will provide copies of employee training certificates to the GRTC Director/Manager upon request.

3.0 Waste Management

- 3.1 Waste is Contractor/Supplier's Responsibility - All waste disposal (i.e., construction debris, scrap metal, municipal solid waste, non-hazardous waste, hazardous waste, etc.) will be the responsibility of the contractor, the originator of the waste, unless otherwise pre-approved.
- 3.2 Hazardous Waste Notification - The contractor/supplier must notify the GRTC Director/Manager of all hazardous waste streams to be generated before a waste is generated and collected on site. The contractor/supplier must also inform the GRTC Director/Manager of the location of all generated hazardous waste storage areas, maximum quantities and the container type(s) used.
- 3.3 Proper Waste Handling - Contractors/suppliers shall properly label, store and dispose of all waste materials.
- 3.4 Waste Container Labeling - Containers (such as drums) must be labeled with the contents of the drum (or other container) and the responsible contractor's name and contact information. NO UNLABELED CONTAINERS ARE PERMITTED ON SITE.
- 3.5 Waste Documentation - Shipping information and paperwork (MSDS, Waste Profiles, Bills of Lading and inventory) must be provided upon request.

4.0 Storm Water Management

- 4.1 Land Disturbance Permit – Contractors/suppliers must obtain permission from the GRTC Engineering/Construction Department for any land disturbance activities greater than 2500 square feet. An Erosion and Sedimentation Control Plan and Storm Water Management Plan may also be required.
- 4.2 Chesapeake Bay Preservation Act (CPBA) - Contractors/suppliers are required to comply with all provisions of the CBPA.
- 4.3 Storm Water Control Measures Required - It is the contractor's responsibility to install storm water control measures such as silt fences, straw bales, etc. to control the solids entering storm drains from erosion or other processes, if necessary.

- 4.4 No Solids into Storm Drains - Solids must be prevented from entering storm drains. Roadways and outside areas must be kept clean. Compliance with the CLEAN WATER ACT is mandatory.
- 4.5 No Co-Mingling of Process Materials - No process materials or any other sources of water pollutant shall be co-mingled with storm water.
- 4.6 Cover Dirt Piles - All dirt piles must be covered to prevent solids from entering storm drains unless otherwise directed.
- 4.7 Prevent Vehicle Fluids from Entering Storm Water - Vehicle maintenance shall not be performed near storm drains unless provisions have been made to contain any spills of vehicle fluids, including oil, gasoline and antifreeze.

5.0 Water Discharges

- 5.1 No Discharge to Sanitary Sewers without Approval - Discharge of material other than sanitary sewage to ANY sewer system is prohibited without the prior consent of the City of Richmond WWTP Plant Manager.
- 5.2 Approval for Discharge to Sanitary Sewer - Contractors shall not discharge anything to drains and or sewers without the prior approval of the City of Richmond WWTP Plant Manager or designee.

In the event that the WWTP Plant Manager approves discharges to sewers, the Wastewater Treatment Plant must still be notified prior to discharges of any significant volume or any discharges that could affect the operations of the Wastewater Treatment Plant.

6.0 Air Quality Management

- 6.1 Dust Control - Contractors will provide adequate control of fugitive dust emissions during all operations and activities.
- 6.2 Other Emissions - Contractors/suppliers must comply with all Clean Air Act requirements for emissions from their activities. Other emissions such as purposeful venting of CFC-containing refrigerants are strictly prohibited.

7.0 Materials and Supplies Storage

- 7.1 MSDS Knowledge Requirement - Contractors will not transport hazardous chemicals onto the project site without having prior knowledge of the associated Material Safety Data Sheets (MSDS). These materials include, but are not limited to, sealers, adhesives, paints, coatings, fuels, oils, acids and caustics. All sizes of containers require review and approval before their use on site.
- 7.2 MSDS Availability Requirement - The contractor will have available the Material Safety Data Sheets (MSDS) for all chemical products in use at all times that their employees are working with on site. MSDS's will be made available upon request.
- 7.3 County Consent Required for Material Storage - There will be no storage of any materials and supplies on GRTC property without the consent of the GRTC Director/Manager in charge of the project.
- 7.4 Secondary Containment Requirement - Approved outside storage areas for chemical

materials must be equipped with non-earthen secondary containment equal to 150% of the capacity of the largest container by the contractor.

- 7.5 Labeling Requirement - The contractor will ensure that all material containers owned or managed by the contractor will be properly labeled in accordance with the OSHA HAZARD COMMUNICATION STANDARD (i.e., contents, primary hazard).
- 7.6 Keep Chemical Containers Closed - The contractor will ensure that chemical containers are closed except when in use.
- 7.7 Spill Kit Requirement - Contractors will maintain spill kits to contain and clean up small spills generated by their employees or from their materials. Spill kits will be kept on site and will be easily accessible during an emergency.

8.0 Spill Prevention and Spill Management

- 8.1 Prevention - Contractors will provide adequate spill/release prevention (such as secondary containment) for all bulk materials.
- 8.2 Preparedness - Contractors will maintain spill kits to contain and clean up small spills generated by their employees or from their materials. Spill kits will be kept on site and will be easily accessible during an emergency.
- 8.3 Spill Response - THE CONTRACTOR WILL IMMEDIATELY REPORT ALL SPILLS OR RELEASES OF MATERIALS OTHER THAN INCIDENTAL SPILLS to the GRTC DIRECTOR/MANAGER IN CHARGE OF THE PROJECT at (804) 358-3871. Contractors will assist GRTC in spill mitigation and documentation until the spill incident is deemed closed by GRTC.

9.0 Special Substances Requirements

9.1 PCBs

- 9.1.1 Suspected PCB Notification - If a material is suspected to have PCB contamination, the GRTC Director/Manager is to be notified. Contractors/suppliers must manage materials and waste that contains PCB in accordance with the Toxic Substances Control Act (TSCA).
- 9.1.2 Company PM Coordinates PCB Removal - All PCB removal conducted by the contractor/supplier shall be coordinated with the GRTC Director/Manager.
- 9.1.3 Lighting Ballast Disposal - Any lighting ballast that does not state that it is a non-PCB containing ballast must be disposed of as PCB containing.

9.2 Asbestos Containing Material (ACM)

- 9.2.1 Notification Requirement - Contractors will contact the GRTC Director/Manager prior to any construction or demolition work that could disturb existing structures or equipment.
- 9.2.2 Company Asbestos Management Procedure - All asbestos removal and disposal activities will be conducted in accordance with procedures approved by the GRTC Director/Manager.

9.2.3 Compliance with Regulations - Contractors/suppliers engaged in activities that involve ACM shall comply with 29 CFR 1926.1101, 29 CFR 1910, 1001 (and related Virginia regulations) as regulated by the Virginia Department of Professional and Occupational Regulation (DPOR).

9.3 Lead

9.3.1 Lead Testing Requirement - Contractors are responsible for testing for the presence of lead-based paints when grinding or welding on building or building structural steel. Testing will be done by an approved lab as directed by the GRTC Transit System Project Manager.

9.3.2 Company Lead Management Procedure - All lead removal and disposal activities will be conducted in accordance with procedures approved by the GRTC Director/Manager and the applicable OSHA Lead Standard for the specific project activities.

9.3.3 Compliance with Regulations - Contractors/suppliers engaged in activities that involve lead shall comply with 29 CFR 1910.25 (the general industry lead standard) and, for construction activities 29 CFR 1926.62 (in conformance with the requirements of the Virginia Department of Labor and Industry).

9.4 Refrigerants (CFCs)

9.4.1 Training Requirement - Contractors will provide copies of employee training certificates to the GRTC Director/Manager upon request.

9.4.2 No CFC Venting - Intentional venting of CFCs to the atmosphere is strictly prohibited.

10.0 Equipment Decommissioning

10.1 Inspection Requirement - All equipment will be thoroughly inspected by the contractor for fluids and other hazardous materials prior to removal.

10.2 Fluids and Hazardous Material Management Requirement - All fluids and other hazardous materials in the equipment will be removed prior to decommissioning and disposal of any waste generated will be handled in accordance with the above instructions in 3.0.