



Purchasing Division

ADDENDUM NO. 2

DATE: August 19, 2016
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Design/Build Compressed Natural Gas (CNG) Fueling Facility RFP-4238-16-DH

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. Q. What is the inlet pressure and flow capacity of the natural gas utility service?
 - A. Xcel can provide 20 psi at our service tap, and 41,605 cubic feet/hour flow volume. This is the maximum they can provide from the intermediate pressure line that is located along Hwy-340.
2. Q. Please provide existing equipment list and drawings if they are available.
 - A. The City of Grand Junction Compressed Natural Gas fueling facility began operation in 2009. It is made up of three 40 horse power Ingersoll Rand 20H40NG compressors, and one ANGI station consisting of a 50 horse power Quincy compressor. The units provide compression for three storage spheres with a 200 DGE capacity that feeds 20 time fill posts used by both City of Grand Junction and Grand Valley Transit and a fast fill station that is used by both City of Grand Junction and the general public.
3. Q. Will the gas utility need to be upgraded or can the current utility house the requested equipment?
 - A. No. Xcel can provide 20 psi at our service tap, and 41,605 cubic feet/hour flow volume. This is the maximum they can provide from the intermediate pressure line that is located along Hwy-340.
4. Q. Can you please identify new equipment locations?
 - A. See page 32 of RFP. The physical location is 2553 Riverside Parkway.
5. Q. Who will approve the design plans?

- A. City/County Engineer.
6. Q. Will the County be self permitting for this project?
- A. Please refer to Section 2.3 of the solicitation document.
7. Q. What about street lighting and tying back in? Is there any additional lighting that needs to be added?
- A. Additional lighting is not part of the scope.
8. Q. Is new service for electrical at the current 600amps enough for this new facility?
- A. That would depend on the new facilities requirements.
9. Q. Can used equipment be proposed in an alternate proposal?
- A. No.
10. Contractor shall be responsible for all connections to the existing system.
11. Q. Referring to the clarification in Question 1 of Addendum 1, What can this inlet pressure (psi) be adjusted to?
- A. Question 1 in addendum 1 was answered incorrectly. According to Xcel 20 PSI is the maximum allowable.
12. Q. Referring to Section 4.3, 1st bullet point, is “ownership” of facility required for Contractor experience?
- A. No. “Ownership” shall not be required for Contractor experience.
13. Q. How do you currently track fuel this is being used?
- A. Our current fast fill station is tracked through the dispenser. The remainder is tracked by utility meter readings.
14. Q. Is there a dryer required for this project? Does the existing dryer have capacity?
- A. There is a new separate dryer required for this project.
15. Q. What about posts? Are these new or add-ons?
- A. The posts are new, with two fill hoses per post.
16. Q. Is the County looking for Fast Fill dispensers vs. post?
- A. Dispenser is preferred.
17. Q. How much Biogas to you use?

A. The average biogas usage is 7300 GGE per month. However, this is not relevant to this project.

18.Q. What site work is expected from the Contractor?

A. At this time, there is no additional foreseen site work for the Contractor to perform. If it is determined during the design phase that additional site work is to be performed, it will be addressed at that time.

19. Power is provided from the current location.

20.Q. How is the current controller system set up?

A. There is no existing master control for the compressors. All reading, settings, and adjustments are performed manually.

21. See attached, additional Federal Transit Administration (FTA) Clauses that shall apply to this project.

22. The attached gas line .pdf is **not** as-built, but is very close to the final alignment.

23. **NOTE:** The remaining questions we have received for clarification will be addressed in Addendum 3 to be posted by end of business on August 25, 2016.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,



Duane Hoff Jr., Senior Buyer
City of Grand Junction, Colorado

FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

APPROPRIATION AND THE AVAILABILITY FUNDING: The Contractor acknowledges and understands that this contract is funded in whole or in part by the Federal Transit Administration (FTA) and administered by the County. Both the County and the Contractor are Parties to this Contract. In accordance with the Colorado Constitution, Article X, Section 20, and the County Charter, performance of the County's obligations under this Contract is expressly subject to appropriation of funds by the FTA and/or the County's Board of County Commissioners for this contract and the availability of those appropriated funds for expenditure. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the County's obligations under this Contract, or appropriated funds may not be expended due to the County, Constitutional or the FTA spending limitations, then the County may terminate this Agreement without compensation to the Contractor. Performances of the Contractor's obligations under this contract are expressly subject to appropriation of funds by the County and/or the FTA and the availability of those funds for the payment of obligations incurred under this contract. Further, in the event that County and/or FTA funds are not appropriated in whole or in part sufficient for performance of the Contractor's obligations under this Contract, or appropriated funds may not be expended due to legal limitations on non-availability, then the County may terminate this Contract without compensation to the Contractor.

NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Purchaser 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 Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) 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.

(2) 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The 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.

ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

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.

CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying contract:

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

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

VETERAN'S EMPLOYMENT FOR CONSTRUCTION PROJECTS

Contractors working on a capital project funded by FTA give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

ENERGY CONSERVATION REQUIREMENTS

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.

TERMINATION PROVISIONS

a. **Termination for Convenience (General Provision)** Mesa County may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government'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 Mesa County to be paid the Contractor. If the Contractor has any property in its possession belonging to Mesa County, the Contractor will account for the same, and dispose of it in the manner Mesa County directs.

b. **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, Mesa County may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

c. **Opportunity to Cure (General Provision)** Mesa County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 10 calendar days 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 Mesa County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) calendar days after receipt by Contractor of written notice from Mesa County setting forth the nature of said breach or default, Mesa County 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 Mesa County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. **Waiver of Remedies for any Breach** In the event that Mesa County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Mesa County shall not limit Mesa County's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. **Termination for Convenience (Professional or Transit Service Contracts)** Mesa County, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Mesa County may terminate this contract for default. Mesa County 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 County.

g. 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, Mesa County may terminate this contract for default. Mesa County 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 the County's goods, the Contractor shall, upon direction of the Mesa County, protect and preserve the goods until surrendered to the County or its agent. The Contractor and Mesa County 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 Mesa County.

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, Mesa County may terminate this contract for default. Mesa County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the County 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 County 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 County in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor 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 the County, acts of another Contractor in the performance of a contract with the County, epidemics, quarantine restrictions, strikes, freight embargoes; and

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

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

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

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

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

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 County.

j. Termination for Convenience or Default (Cost-Type Contracts) Mesa County may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of Mesa County 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 Mesa County), or property supplied to the Contractor by Mesa County. If the termination is for default, Mesa County 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 Mesa County and the parties shall negotiate the termination settlement to be paid the Contractor.

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

CARGO PREFERENCE (Involving property that may be transported by ocean vessel for rolling stock, construction, and material and supplies contracts)

Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each

shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

FLY AMERICA REQUIREMENTS 49 U.S.C. § 40118; 41 CFR Part 301-10
(Involving foreign transport or travel by air)

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

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act. Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases. The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.- The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS
(All construction contracts over \$2,000)

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

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

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

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

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

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

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

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

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

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

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

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

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

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

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

(2) **Withholding** - The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and

helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the County may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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

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

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

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

paragraph (a)(3)(ii)(B) of this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS FOR CONSTRUCTION ACTIVITIES

In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with:

- (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and

(b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

DISADVANTAGED BUSINESS ENTERPRISES

1. 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%. Mesa County's overall goal for DBE participation is 1%. A separate contract goal has not been established for this procurement.
2. 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 Mesa County deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).
3. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
4. 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 Mesa County. 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.
5. The contractor must promptly notify Mesa County, 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 Mesa County.

PROMPT PAYMENT TO SUBCONTRACTORS

1. The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than five (5) business days after the Contractor has received payment from Mesa County.
2. In addition, all Retainage amounts must be paid by the Contractor to the Subcontractor no later than fourteen (14) business days after the Subcontractor has, in the opinion of the Contractor, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subcontractor requires good cause and prior written approval Mesa County.
4. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
5. Mesa County will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with Mesa County of lien waivers, canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. Prime Contractors must submit a prompt payment affidavit, (form to be provided by Mesa County) which identifies each subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such subcontractor, with every payment request filed with Mesa County, except for the first payment request, on every contract with Mesa County. (See below for *Prompt Payment Affidavit*).

6. Failure to comply with these prompt payment requirements is a breach of the Contract, which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment.

Reporting Requirements During the Term of the Contract

1. The bidder shall, within five (5) business days of contract award, or prior to any work being performed, execute formal subcontracts or purchase orders with the DBE firms included in the bid. These written agreements shall be made available to Mesa County upon request. All contracts between the bidder and its subcontractors must contain a prompt payment clause.
2. During the term of annual contracts, the bidder shall submit regular "Status Reports of DBE Subcontract Payments" in a form acceptable to Mesa County. The frequency with which these reports are to be submitted will be determined by Mesa County, but in no event will reports be required less frequently than quarterly. **In the absence of written notice from Mesa County, the bidder's first "Status Report of DBE Subcontract Payments" will be due ninety (90) days after the date of contract award, with additional reports due quarterly thereafter.**
3. In the case of a one-time procurement with either a single or multiple deliveries, a "Status Report of DBE Subcontract Payments," in a form acceptable to Mesa County, indicating final DBE payments shall be submitted directly to Mesa County. The information must be submitted prior to or at the same time as the bidder's final invoice to Mesa County. **Failure to follow these directions may delay final payment.**
4. The address for Mesa County's DBE Program, is: Mesa County Regional Transportation Planning Office (RTPO), Attn: DBELO, PO Box 20,000, Dept 5093, Grand Junction, CO 81502-5001.

PROMPT PAYMENT AFFIDAVIT

Contractor will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

- 1. _____Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than five (5) business days after Company received payment from Mesa County.*
- 2. _____Copies of invoices and cancelled checks for subcontractors at the first tier who were paid under the prior payment request have been delivered or mailed to Mesa County RTPO. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by Mesa County. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to Mesa County RTPO may cause the Payment Request to be rejected Mesa County.)*
- 3. _____All retainage amounts withheld from any subcontractor who satisfactorily completed its portion of the contract work, including punch list items, were paid to the subcontractor(s) no later than fourteen (14) business days after it satisfactorily completed its work, whether or not Mesa County has paid said retainage amounts to Company. Attach a copy of the cancelled check evidencing payment of each retainage amount.*
- 4. _____There was no delay in or postponement of any payment owed to a subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from Mesa County RTPO.*

Attach a copy of the written approval from the Mesa County RTPO.

Company Name

Signature

Print Name

Date: _____

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

Notary Public

RECYCLED PRODUCTS 42 U.S.C. 6962; 40 CFR Part 247; Executive Order 12873

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

ADA ACCESSIBILITY

Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.*; DOT regulations, —Transportation Services for Individuals with Disabilities (ADA),|| 49 CFR Part 37; and Joint ATBCB DOT regulations, —Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles, 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference into Appendix A of its regulations at 49 CFR Part 37 the ATBCB's —Americans with Disabilities Act Accessibility Guidelines (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities. DOT also added specific provisions to Appendix A of 49 CFR Part 37 modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments.

PRIVACY ACT 5 U.S.C. 552

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

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

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

CITY OF GRAND JUNCTION, CO

UPGRADE FOR FAST FILL TO EXISTING CNG STATION

333 WEST AVENUE

GRAND JUNCTION, CO 81501

Owner:
 City Of Grand Junction
 333 West Avenue
 Grand Junction, CO 81501

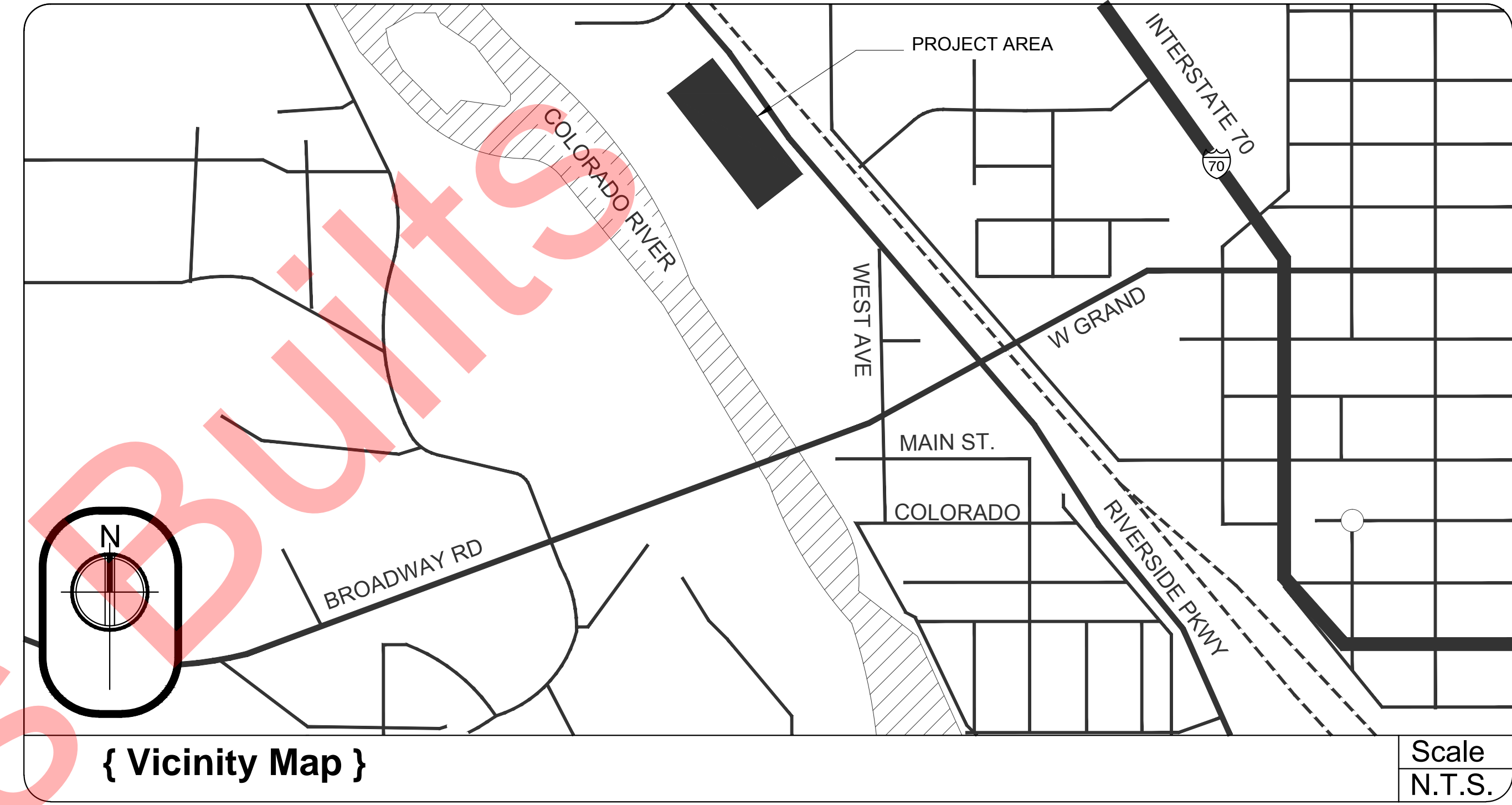
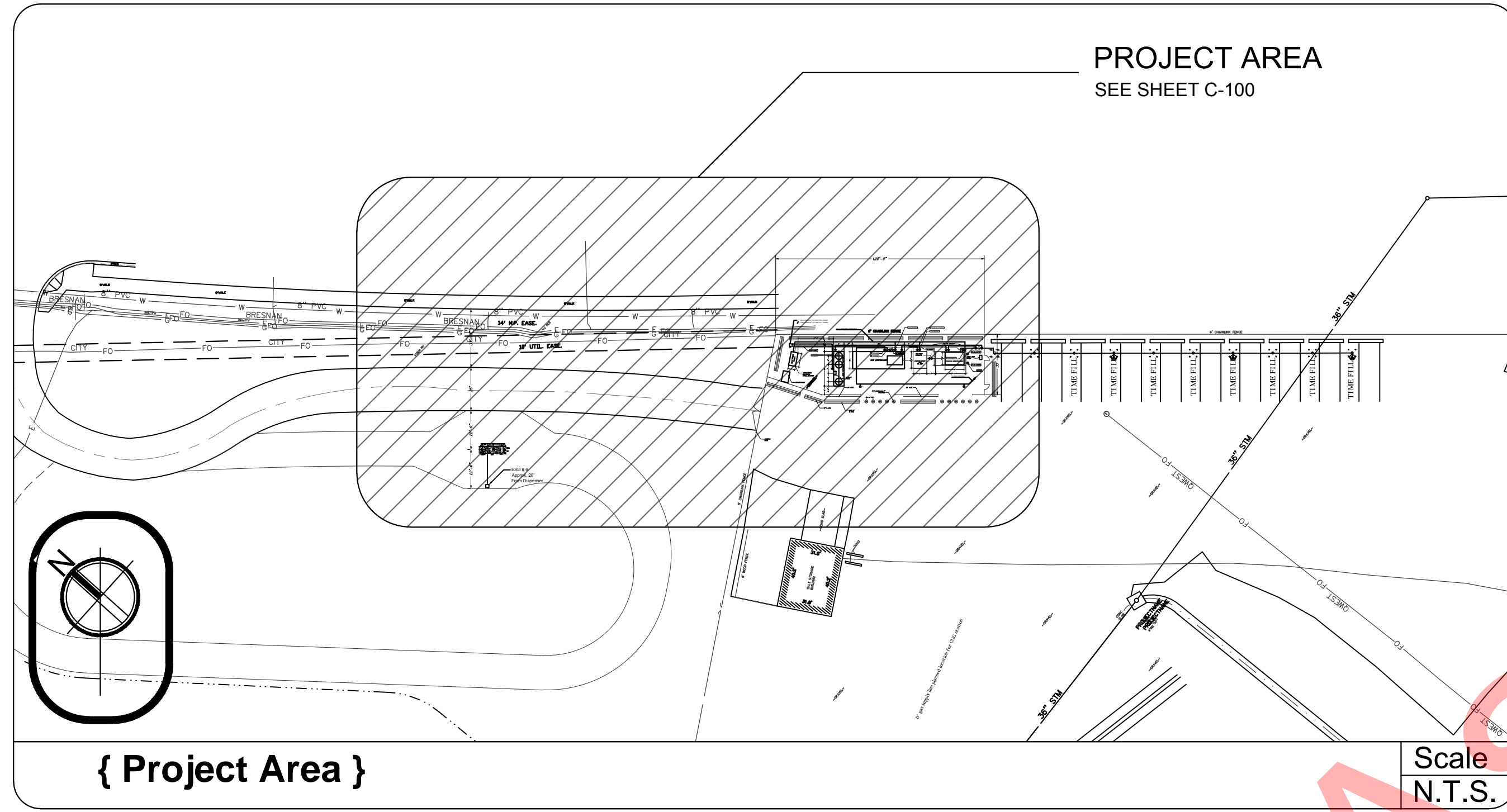
Revisions:

01	11/12/2010	80% Preliminary
02	11/19/10	90% Preliminary
03	11/30/10	Final
04	2/16/2011	Removed Cal-Osha Reference

Drawn By:	J.V.
Checked By:	B.B.
Date:	12/06/10
Scale:	As Noted
Job No.	

Site Information:

GRAND JUNCTION
 UPGRADE FOR FAST FILL TO EXISTING CNG STATION
 333 WEST AVENUE
 GRAND JUNCTION, CO 81501



OWNERSHIP & USE OF DOCUMENTS

All drawings, specifications, documents, designs, ideas, arrangements and copies thereof furnished by Gas Equipment Systems, Inc. are and shall remain its property. No part thereof shall be copied, disclosed to others, or used in connection with any other work or project without the written consent of the above. Submission or distribution to meet official regulatory requirements or for other purposes in connection with this project is not to be construed as publication in derogation of Gas Equipment Systems, Inc. Common law copyright or other reserved rights. Visual contact with these prints shall constitute conclusive evidence of these restrictions.

<p>Project Summary:</p> <p>Project Summary: City Of Grand Junction 333 West Avenue Grand Junction, CO 81501</p> <p>Project Description: Upgrade for Fast Fill to existing CNG Station</p> <p>Equipment: -CNG Compressor 1-58 CFM GESI Natural Gas Compressor Skid -3 x CNG Storage Tanks -Priority Panel</p> <p>Fast Fill: -Dual GESI/Kraus Fast Fill dispenser dual hose 3600 PSI -Card Reader Fuelmaster</p> <p>ALL EQUIPMENT PER SUBMITTAL DOCUMENTS</p>	<p>General Notes:</p> <ol style="list-style-type: none"> The contractor shall verify and be responsible for; all contract documents, omissions and/or conflicts between various elements of contract documents, and all dimensions elevations and conditions at the site. Contractor is responsible for any and all permits required for this project. Contractor is responsible for the project design compliant with the scope of work (this page). All work shall conform to the minimum standards of all regulating agencies having jurisdiction over any or all portions of the work including the state of California. All work to conform to the best practices prevailing in the various trades at the time of the work. Specific notes and details shall take precedence over general notes and typical details. do not scale dimensions from drawings. It is the responsibility of the contractor to locate all existing utilities whether shown on these drawings or not, and to protect them from damage. the contractor shall bear all cost of repair or replacement due to such damage in the execution of his work. Contractor shall assume sole and complete responsibility for the job site conditions during the course of the construction of the project, including safety of all persons and not limited to normal working hours. the contractor shall indemnify and hold the owner and the engineer harmless from any and all liability real or alleged in the connection with the performance of work on the project, excepting for liability rising from the sole negligence of the owner or the engineer. The contract structural drawings and specifications represent the finished structure. they do not indicate the method of construction. the contractor shall provide all measures necessary to protect the structure during construction. such measures shall include but are not limited to bracing, shoring for loads due to construction equipment, temporary structural and partial structures, and partially completed work, etc. observation visits to the site by the structural engineer shall not include inspection of these protection measures. Contractor shall verify all measurements and take all necessary field measurements prior to fabrication. Contractor's scope of work includes the coordinating of the work of all subcontractors and consultants. Any damage to the existing building and its contents during the execution of this work shall be repaired or restored to original condition at the contractor's expense. Contractor shall maintain a set of as-built drawings of all work as it progresses on the job site. Access to fire safety equipment must be provided and maintained serviceable prior to and during construction. Contractor to remove all excavated material and debris. New concrete to be 2500 PSI strength after 28 days. Parking lot striping is the responsibility of others. 	<p>Build Codes:</p> <p>The system shall be designed in full compliance with the latest edition of the applicable sections of the following codes, standards, and guidelines. Where conflict exists, contractor shall follow the most stringent requirements. in case of a conflict between the uniform fire code, national fire prevention association and OSHA standards, the most stringent condition shall apply:</p> <p>2010 National Fire Protection Association (NFPA)-#52-2010 National Electric Code (NEC) Underwriters Laboratory (UL) or Factory Mutual (FM)</p>	<table border="1"> <thead> <tr> <th>Sheet #</th> <th>Description:</th> </tr> </thead> <tbody> <tr> <td>CS-100</td> <td>Cover Sheet & Layout</td> </tr> <tr> <td>C-100</td> <td>Site layout</td> </tr> <tr> <td>C-101</td> <td>Enlarged Site Layout</td> </tr> <tr> <td>C-102</td> <td>Fast Fill Site Layout</td> </tr> <tr> <td>C-200</td> <td>Concrete Specs</td> </tr> <tr> <td>M-100</td> <td>Mechanical P&ID Details</td> </tr> <tr> <td>M-200</td> <td>Compressor</td> </tr> <tr> <td>M-300</td> <td>Dispenser Card Reader Details</td> </tr> <tr> <td>M-400</td> <td>CNG Storage Tank Details</td> </tr> <tr> <td>E-100</td> <td>Electrical Single Line Diagram</td> </tr> </tbody> </table>	Sheet #	Description:	CS-100	Cover Sheet & Layout	C-100	Site layout	C-101	Enlarged Site Layout	C-102	Fast Fill Site Layout	C-200	Concrete Specs	M-100	Mechanical P&ID Details	M-200	Compressor	M-300	Dispenser Card Reader Details	M-400	CNG Storage Tank Details	E-100	Electrical Single Line Diagram
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E-100	Electrical Single Line Diagram																								

Seal:

Plans Prepared By:

GESI
 GAS EQUIPMENT SYSTEMS, INC.
Specialists in Gas Compression Equipment for NGV's
8753 LION STREET RANCHO CUCAMONGA, CA 91730 OFFICE: (909) 466-6920 LICENSE# 783360

Sheet Title:

COVER SHEET

Sheet Number:

CS-100

CONSTRUCTION WARNING:

THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THE PLANS WERE MADE BY SEARCHING AVAILABLE EXISTING RECORDS. HOWEVER, NO GUARANTEE IS MADE THAT SUBSTRUCTURES OR THEIR LOCATIONS ARE EXACT. THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ALL UTILITY LINES INCLUDING THOSE NOT SHOWN OR NOT ON RECORD BY CALLING USA 48 HOURS BEFORE EXCAVATING. CONTRACTOR SHALL EXPOSE AND POT HOLE (HAND DIG) ALL EXISTING UTILITIES WITHIN CONSTRUCTION ZONE.

Owner:
 City Of Grand Junction
 333 West Avenue
 Grand Junction, CO 81501

Revisions:

01	11/12/2010	80% Preliminary
02	11/19/10	90% Preliminary
03	11/30/10	Final
04	12/06/2010	Added Trenching
05	4/11/2011	As Builts

Drawn By:	J.V.
Checked By:	B.B.
Date:	12/06/10
Scale:	As Noted
Job No.	

Site Information:

GRAND JUNCTION
 UPGRADE FOR FAST FILL TO EXISTING CNG STATION
 333 WEST AVENUE
 GRAND JUNCTION, CO 81501

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Seal:

Plans Prepared By:

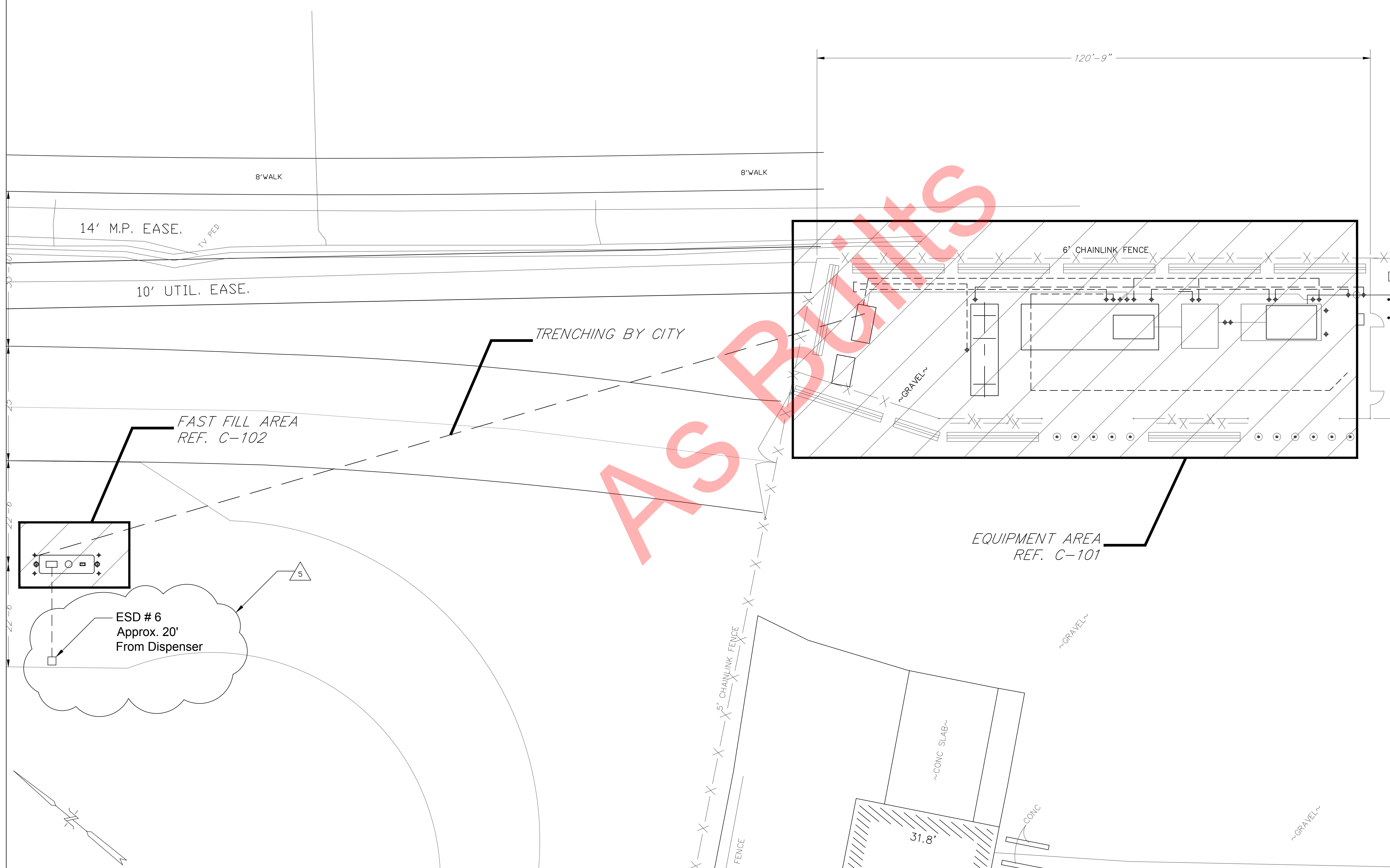
GEST
 GAS EQUIPMENT SYSTEMS, INC.
Specialists in Gas Compression Equipment for NGV's
8753 LION STREET RANCHO CUCAMONGA, CA 91730 OFFICE: (909) 466-6920 LICENSE# 783360

Sheet Title:

SITE LAYOUT

Sheet Number:

C-100



THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THE PLANS WERE MADE BY SEARCHING AVAILABLE EXISTING RECORDS. HOWEVER, NO GUARANTEE IS MADE THAT SUBSTRUCTURES OR THEIR LOCATIONS ARE EXACT. THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ALL UTILITY LINES INCLUDING THOSE NOT SHOWN OR NOT ON RECORD BY CALLING USA 48 HOURS BEFORE EXCAVATING. CONTRACTOR SHALL EXPOSE AND POT HOLE (HAND DIG) ALL EXISTING UTILITIES WITHIN CONSTRUCTION ZONE.

Owner:
City Of Grand Junction
333 West Avenue
Grand Junction, CO 81501

Revisions:		
01	11/12/2010	80% Preliminary
02	11/19/10	90% Preliminary
03	12/06/10	Added PVC Conduit
04	12/06/10	Updated Design Template
05	12/09/10	Final
06	5/11/2011	As Built

Drawn By:	J.V.
Checked By:	B.B.
Date:	12/06/10
Scale:	As Noted
Job No.	

Site Information:

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UPGRADE FOR FAST FILL TO EXISTING CNG STATION
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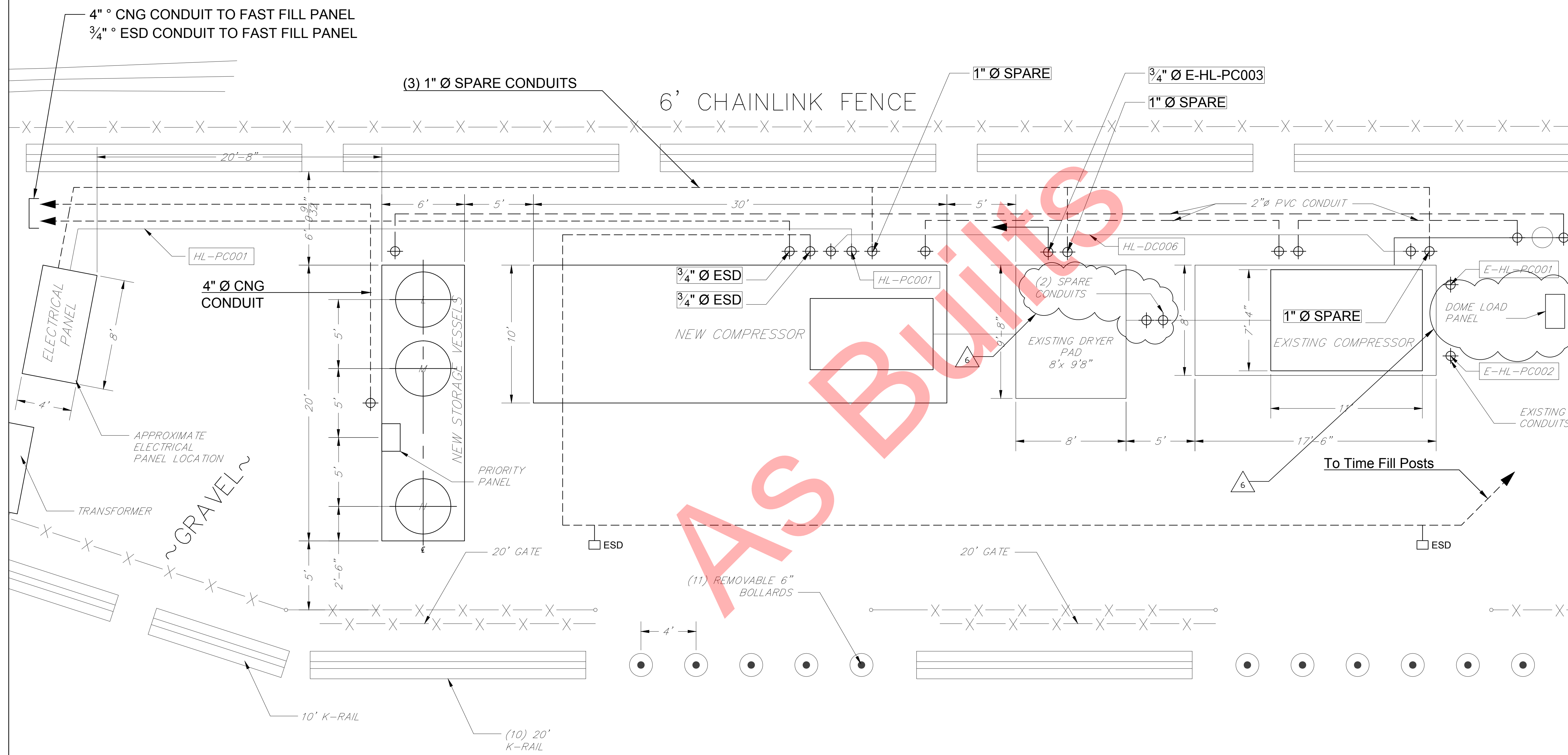
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GAS EQUIPMENT SYSTEMS, INC.
Specialists in Gas Compression Equipment for NGV's
8753 LION STREET OFFICE: (909) 466-6920
RANCHO CUCAMONGA, CA 91730 LICENSE# 783390

Sheet Title:

CIVIL LAYOUT

Sheet Number:

C-101



Owner:
 City Of Grand Junction
 333 West Avenue
 Grand Junction, CO 81501

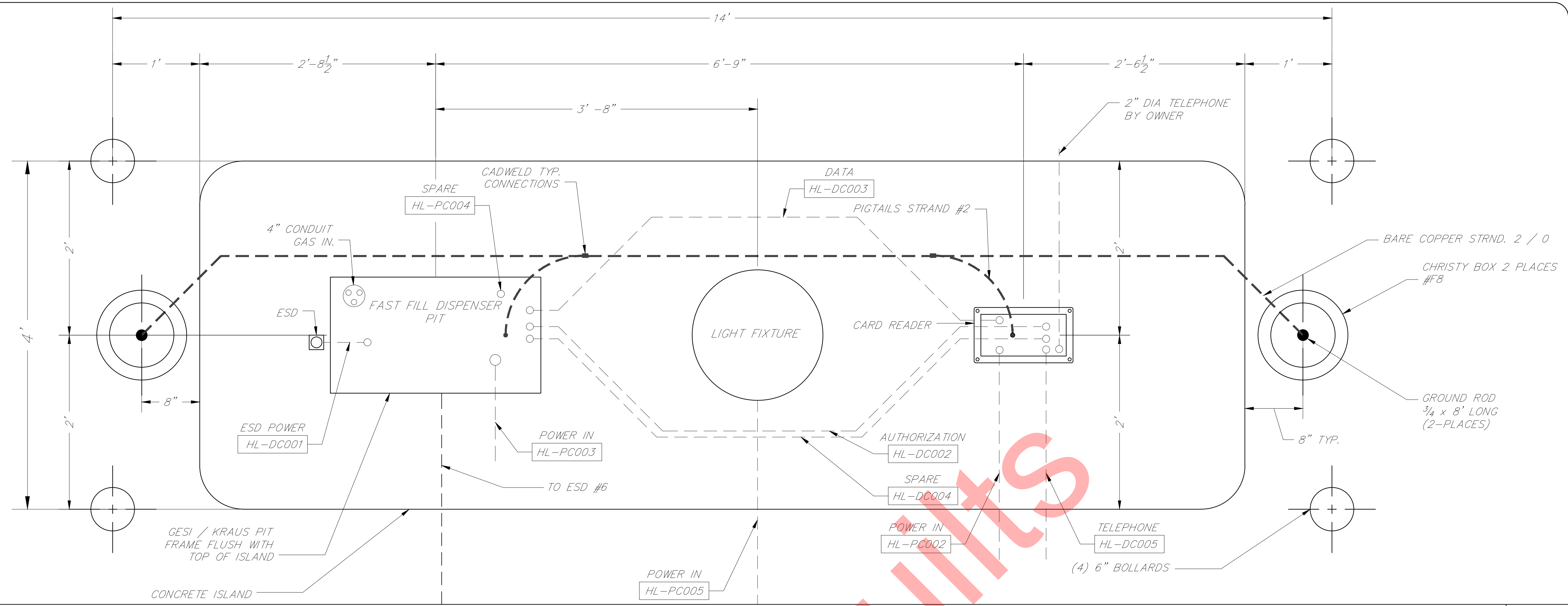
Revisions:

01	11/12/2010	80% Preliminary
02	11/19/10	90% Preliminary
03	12/06/10	Added Light Fixture
04	12/06/10	Updated Design Template
05	12/08/10	Final
06	4/12/2011	As Builts

Drawn By:	J.V.
Checked By:	B.B.
Date:	12/06/10
Scale:	As Noted
Job No.	

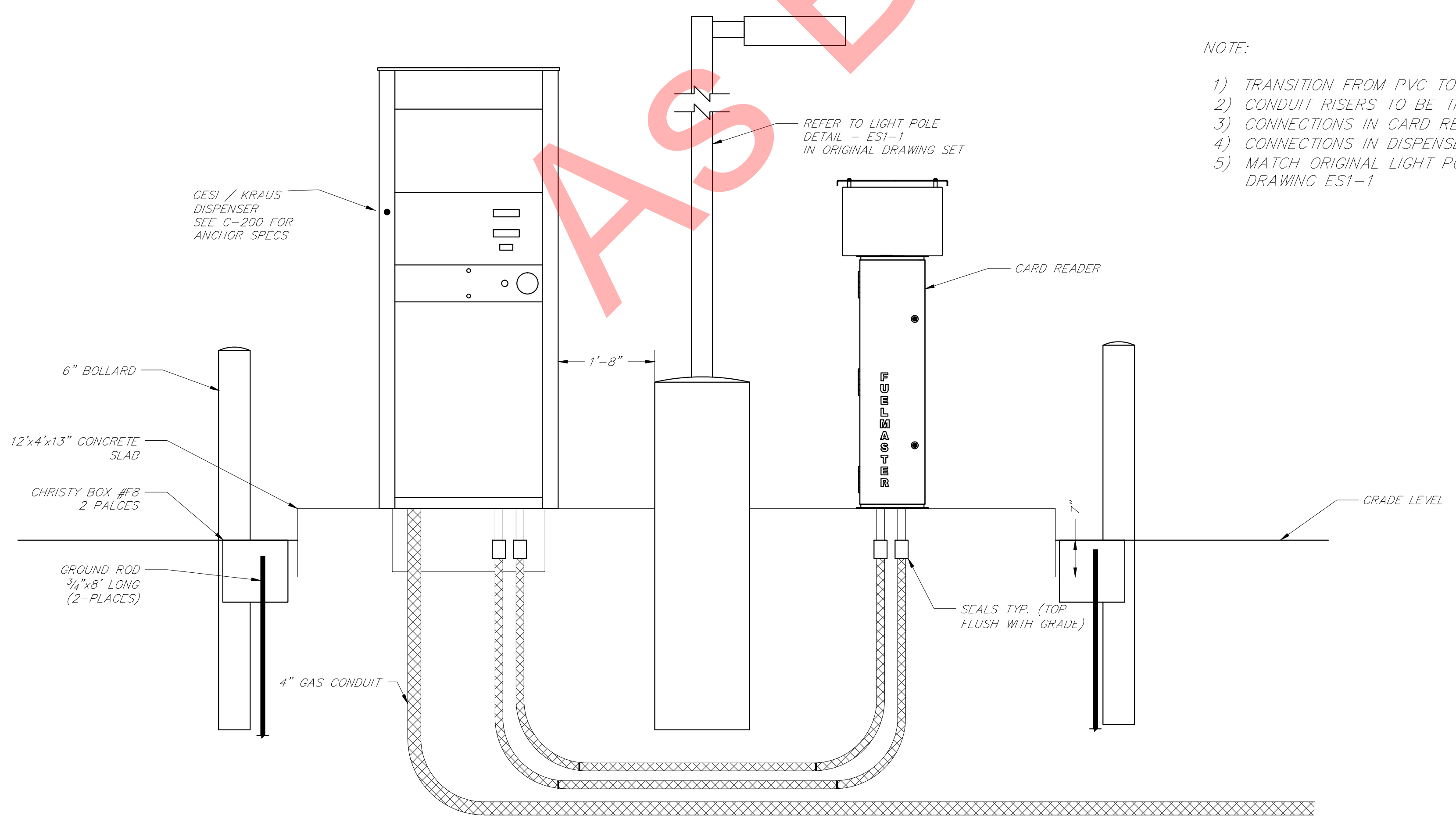
Site Information:

GRAND JUNCTION
 UPGRADE FOR FAST FILL TO EXISTING CNG STATION
 333 WEST AVENUE
 GRAND JUNCTION, CO 81501



1 { Fast Fill Island Layout }

Scale
 1 1/2" = 1'-0"



- NOTE:
- 1) TRANSITION FROM PVC TO RIGID STEEL TO BE HORIZONTAL.
 - 2) CONDUIT RISERS TO BE THREADED AT TOP FOR SEALS.
 - 3) CONNECTIONS IN CARD READER MAY BE FLEXIBLE CONDUIT UL.
 - 4) CONNECTIONS IN DISPENSER TO BE ALL RIGID PIPE.
 - 5) MATCH ORIGINAL LIGHT POLE & FOOTING PER ORIGINAL SPECIFICATIONS ON DRAWING ES1-1

2 { Fast Fill Island Elevation }

Scale
 3/4" = 1'-0"

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Plans Prepared By:

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 Specialists in Gas Compression Equipment for NGV's

8753 LION STREET RANCHO CUCAMONGA, CA 91730 OFFICE: (909) 466-6920 LICENSE# 783360

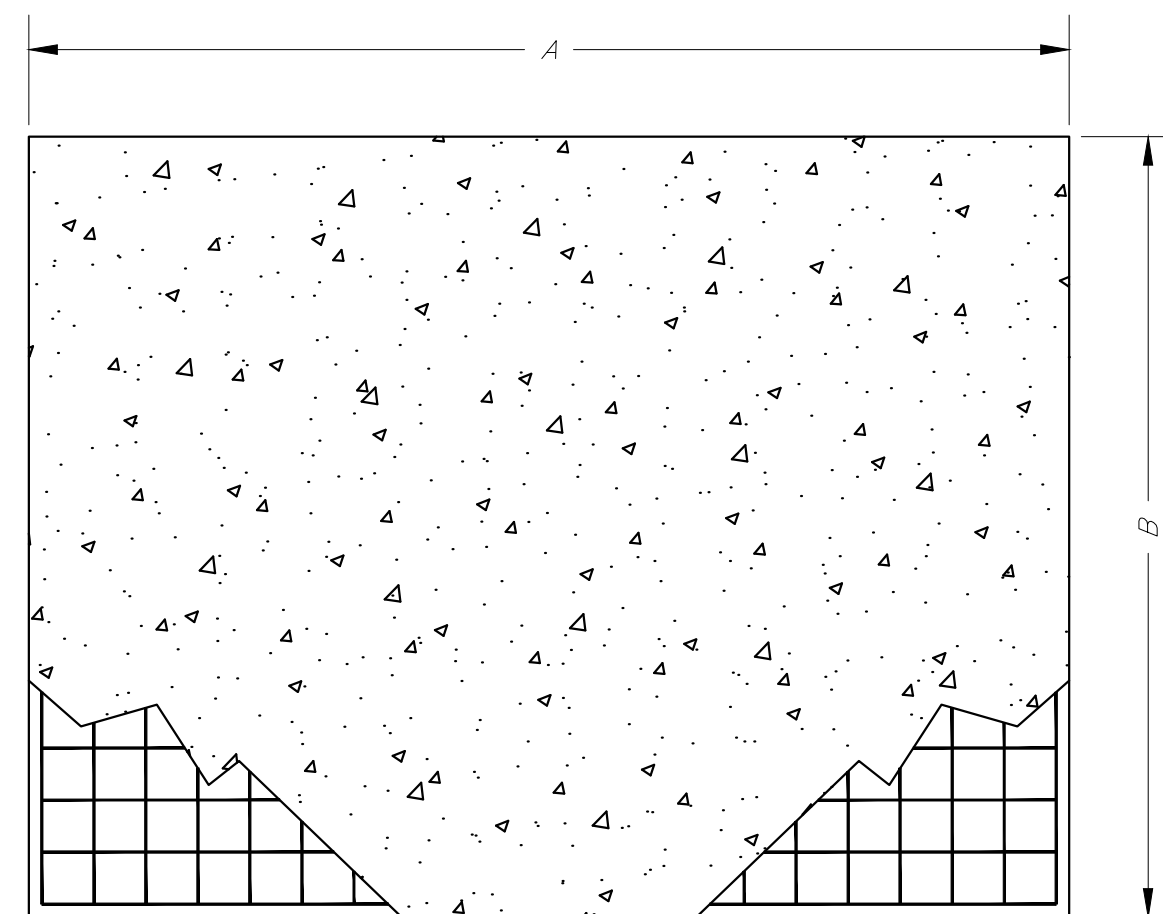
Sheet Title:
FAST FILL LAYOUT

Sheet Number:
C-102

EQUIPMENT PAD FOUNDATIONS LIST

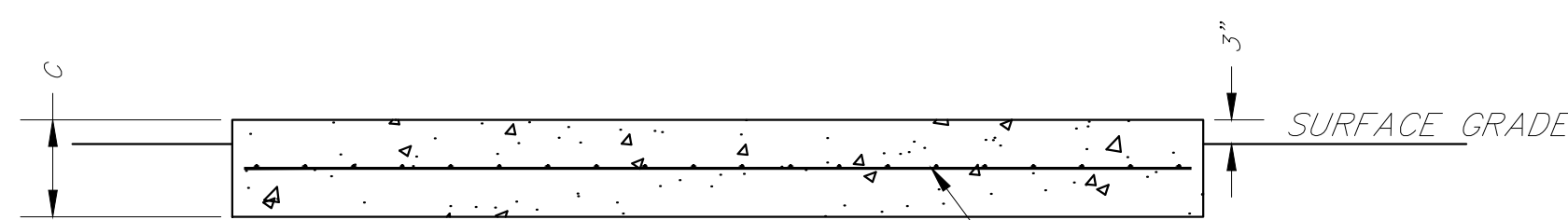
ID	DESCRIPTION	"A"	"B"	"C"	BOLT	MATTE LOCATION
P1	STORAGE VESSEL	20'-0"	6'-0"	18"	3/4"Ø	#5-8" O/C-MID. HT.
P3	FAST FILL DISPENSER	12'-0"	4'-0"	13"	NOTE	#5-12" O/C-MID. HT.
P3	CARD READER	12'-0"	4'-0"	13"	3/8"Ø	#5-12" O/C-MID. HT.

FAST FILL DISPENSER NOTE:
 1. ANCHOR FAST FILL DISPENSER TO EXISTING PIT FRAME WHICH INCLUDE 1/2" NC BOLTS ON FRAME



PAD PLAN VIEW

- EQUIPMENT PAD NOTES:**
1. CONCRETE DESIGNED FOR 2500 PSI AFTER 28 DAYS, USE 3000 PSI, NO SPECIAL INSPECTION REQUIRED. 2% SLOPE WITH BROOM FINISH.
 2. POSITION REBAR NO CLOSER THAN 3" TO EDGE.
 3. ALL EQUIPMENT WILL BE ANCHORED AFTER PLACEMENT.

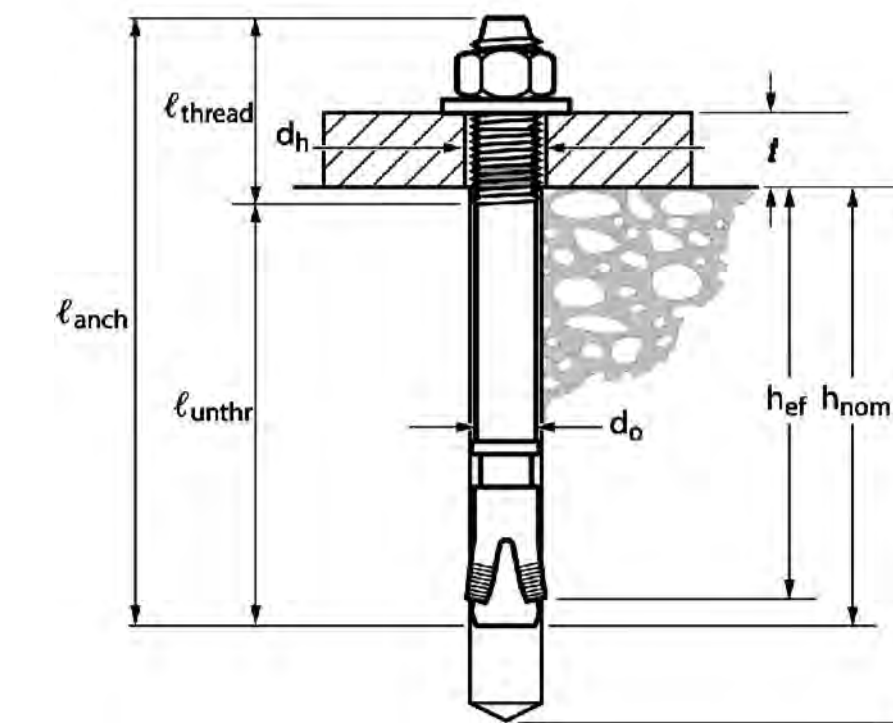


PAD CROSS-SECTION

SEE NOTES FOR REBAR GRADE & SPACING

SETTING INFORMATION	Symbol	Units	Nominal anchor diameter (in.)														
			3/8	1/2	5/8	3/4											
Anchor O.D.	d_o	in. (mm)	0.375 (9.5)	0.5 (12.7)	0.625 (15.9)	0.75 (19.1)											
Nominal bit diameter	d_{bit}	in.	3/8	1/2	5/8	3/4											
Effective min. embedment	h_{ef}	in. (mm)	2 (51)	2 (51)	3-1/4 (83)	3-1/8 (79)	4 (102)	3-3/4 (95)	4-3/4 (121)								
Min. hole depth	h_o	in. (mm)	2-5/8 (67)	2-5/8 (67)	4 (102)	3-3/4 (95)	4-3/4 (121)	4-5/8 (117)	5-3/4 (146)								
Min. thickness of fixture ¹	t_{min}	in. (mm)	1/4 (6)	3/4 (19)	1/4 (6)	3/8 (9)	3/4 (19)	1/8 (3)	1-5/8 (41)								
Max. thickness of fixture	t_{max}	in. (mm)	2-1/4 (57)	4 (101)	2-3/4 (70)	5-5/8 (143)	4-3/4 (121)	4-5/8 (117)	3-5/8 (92)								
Installation torque	T_{inst}	ft-lb (Nm)	25 (34)	40 (54)	60 (81)	110 (149)											
Min. dia. of hole in fixture	d_h	in. (mm)	7/16 (11.1)	9/16 (14.3)	11/16 (17.5)	13/16 (20.6)											
Available anchor lengths	l_{anch}	in. (mm)	3 (76)	3-3/4 (95)	4 (102)	4-1/2 (114)	5-1/2 (140)	6 (152)	6-3/4 (171)	7 (178)	7-1/2 (191)	8 (203)	8-1/2 (216)	9 (229)	10 (254)		
Threaded length including dog point	l_{thred}	in. (mm)	7/8 (22)	1-5/8 (41)	2-7/8 (73)	1-5/8 (41)	2-3/8 (60)	3-3/8 (86)	3-3/8 (86)	4-7/8 (125)	1-1/2 (38)	2-3/4 (70)	5-1/4 (133)	6-3/4 (171)	1-1/2 (38)	4 (102)	8 (203)
Unthreaded length	l_{unthr}	in. (mm)	2-1/8 (54)	2-1/8 (54)	2-1/8 (54)	2-1/8 (54)	3-1/4 (83)	4 (102)									
Installation embedment	h_{nom}	in. (mm)	2-1/4 (57)	2-3/8 (60)	3-5/8 (92)	3-5/8 (92)	4-1/2 (114)	4-3/8 (111)	5-3/8 (137)								

¹ The minimum thickness of the fastened part is based on use of the anchor at minimum embedment and is controlled by the length of the thread. If a thinner fastening thickness is required, increase the anchor embedment to suit.



EQUIPMENT INSTALLATION NOTES:

1. USE HILTI KWIK BOLT TZ ANCHORS.
2. TRANSFER DRILL HOLES THRU EQUIPMENT MOUNTING BRACKETS. DRILL HOLE SAME SIZE AS THE NOMINAL DIAMETER OF THE KWIK BOLT TZ ANCHOR. HOLE DEPTH MUST EXCEED THE ANCHOR EMBEDMENT BY AT LEAST 1/4".
3. CLEAN OUT DRILLED HOLE USING COMPRESSED AIR.
4. DRIVE THE ANCHOR INTO THE HOLE USING A HAMMER. THE ANCHOR MUST BE DRIVEN UNTIL AT LEAST FOUR (4) THREADS ARE BELOW THE SURFACE OF THE MOUNTING BRACKET.
5. TIGHTEN THE NUT TO THE RECOMMENDED INSTALLATION TORQUE.

Owner:
 City Of Grand Junction
 333 West Avenue
 Grand Junction, CO 81501

Revisions:

NO.	DATE	DESCRIPTION
01	11/12/2010	80% Preliminary
02	11/19/10	90% Preliminary
03	12/06/10	Updated Design Template
04	12/08/10	Final
05	12/08/2011	Added Dispenser Anchor Note

Drawn By:	J.V.
Checked By:	B.B.
Date:	12/06/10
Scale:	As Noted
Job No.:	

Site Information:

GRAND JUNCTION
 UPGRADE FOR FAST FILL TO EXISTING CNG STATION
 333 WEST AVENUE
 GRAND JUNCTION, CO 81501

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Seal:

Plans Prepared By:

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 GAS EQUIPMENT SYSTEMS, INC.
 Specialists in Gas Compression Equipment for NGV's

8753 LION STREET RANCHO CUCAMONGA, CA 91730 OFFICE: (909) 466-6920 LICENSE# 783360

Sheet Title:

CONCRETE SPECS

Sheet Number:

C-200

Owner:
City Of Grand Junction
333 West Avenue
Grand Junction, CO 81501

Revisions:

01	11/12/2010	80% Preliminary
02	11/19/10	90% Preliminary
03	11/26/10	1/4" CNG Line Added
04	12/6/10	Added Nowata Coalescer
05	12/6/10	Updated Design Template
06	12/10/10	Final
07	2/14/2011	Faded Existing
08	4/6/2011	As Built Modifications

Drawn By: J.V.
Checked By: B.B.
Date: 12/06/10
Scale: As Noted
Job No.

Site Information:
GRAND JUNCTION
UPGRADE FOR FAST FILL TO EXISTING CNG STATION
333 WEST AVENUE
GRAND JUNCTION, CO 81501

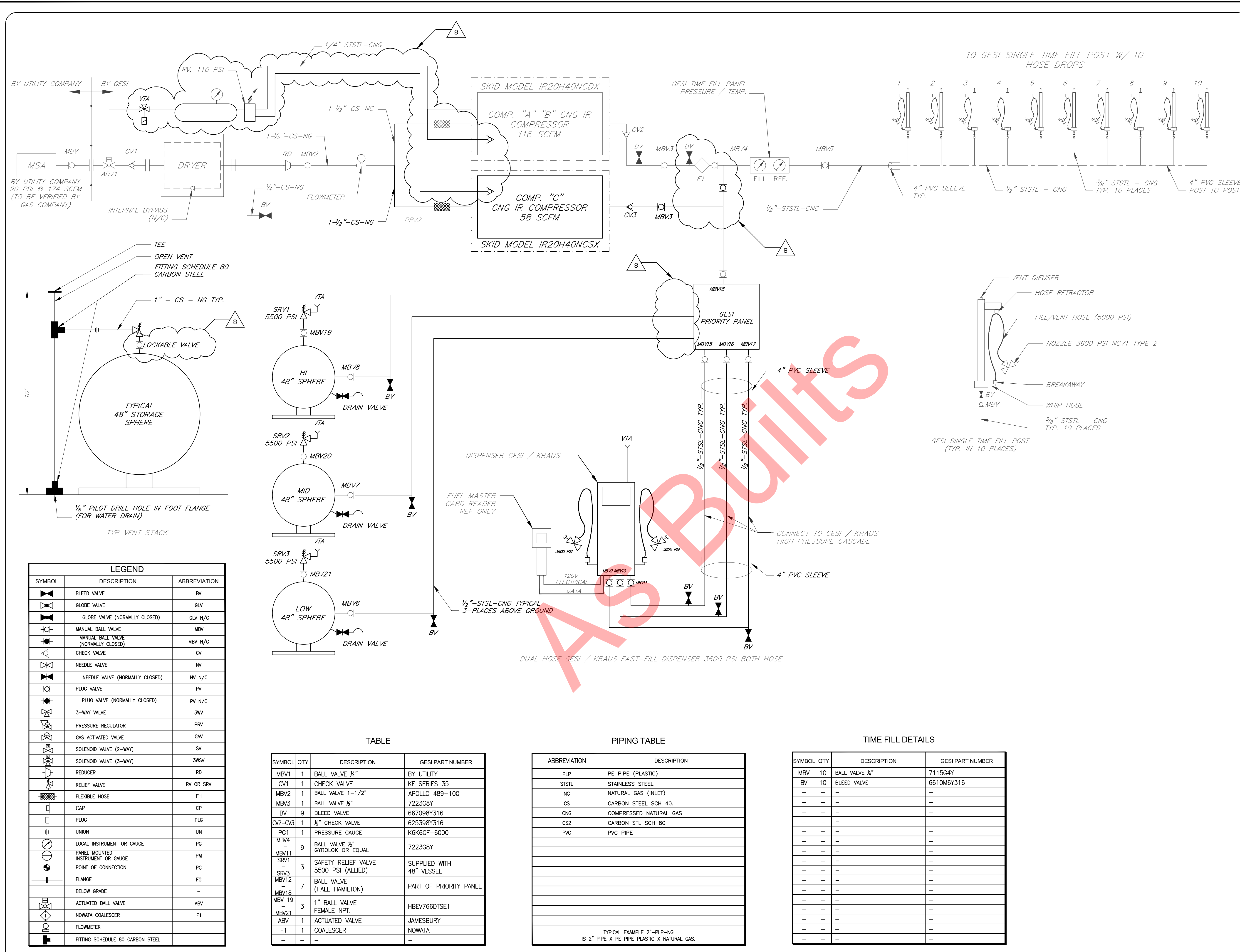
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Specialists in Gas Compression Equipment for NGV's
8753 LION STREET
RANCHO CUCAMONGA, CA 91730
OFFICE: (909) 466-6920
LICENSE# 783360

Sheet Title:
P&ID

Sheet Number:
M-100



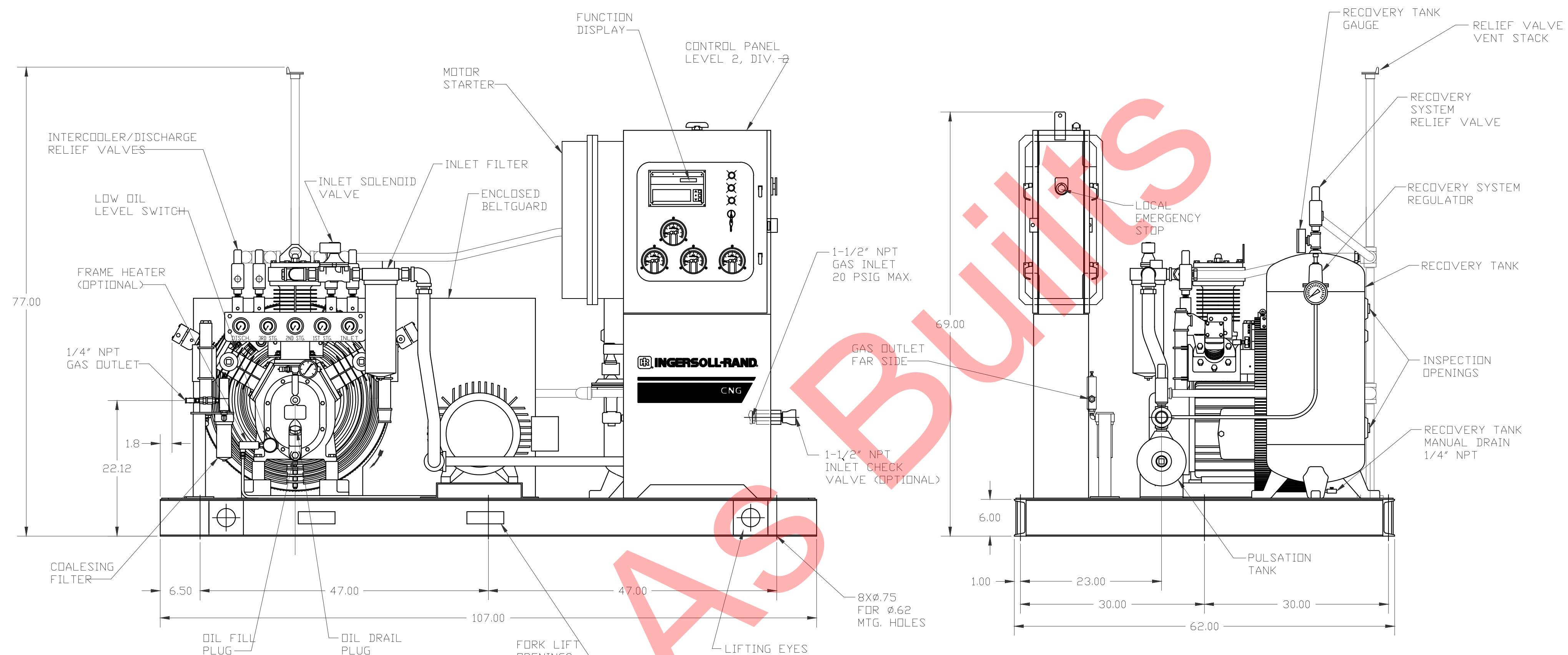
Owner:
 City Of Grand Junction
 333 West Avenue
 Grand Junction, CO 81501

Revisions:		
01	11/12/2010	80% Preliminary
02	11/19/10	90% Preliminary
03	11/30/10	Updated Design Template
04	12/08/10	Final

Drawn By:	J.V.
Checked By:	B.B.
Date:	12/06/10
Scale:	As Noted
Job No.	

Site Information:

GRAND JUNCTION
 UPGRADE FOR FAST FILL TO EXISTING CNG STATION
 333 WEST AVENUE
 GRAND JUNCTION, CO 81501



- NOTES:
1. FOUNDATION OR FLOOR MUST BE LEVEL AND SUPPORT THE UNIT EQUALLY; IF NECESSARY SHIM OR GROUT.
 2. FOUNDATION BOLTS SHOULD PROJECT THRU NUTS AT LEAST 1/2" TO ALLOW FOR LEVELING.
 3. APPROXIMATE NET WEIGHT: 3,100 LBS.
 4. SKID ELECTRICS CLASS 1, DIVISION 2.
 5. ALL DIMENSIONS ±.12 UNLESS OTHERWISE NOTED.

INGERSOLL-RAND Co.
 RECIPROCATING COMPRESSOR DIVISION
 SMALL COMPRESSOR BUSINESS UNIT
 CAMPBELLVILLE, KY
 REF: SIMPLEX CNG, (LEVEL II, DIV. 2)
 TITLE
 GENERAL ARRANGEMENT, 20H40NGSX

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 Specialists in Gas Compression Equipment for NGV's
 8753 LION STREET RANCHO CUCAMONGA, CA 91730 OFFICE: (909) 466-6920 LICENSE# 783360

Sheet Title:

COMPRESSOR

Sheet Number:

M-200

Owner:
 City Of Grand Junction
 333 West Avenue
 Grand Junction, CO 81501

Revisions:

01	11/12/2010	80% Preliminary
02	11/19/10	90% Preliminary
03	11/30/10	Updated Design Template
04	12/8/10	Final
05	4/11/2011	As Builts

Drawn By:	J.V.
Checked By:	B.B.
Date:	12/06/10
Scale:	As Noted
Job No.	

Site Information:

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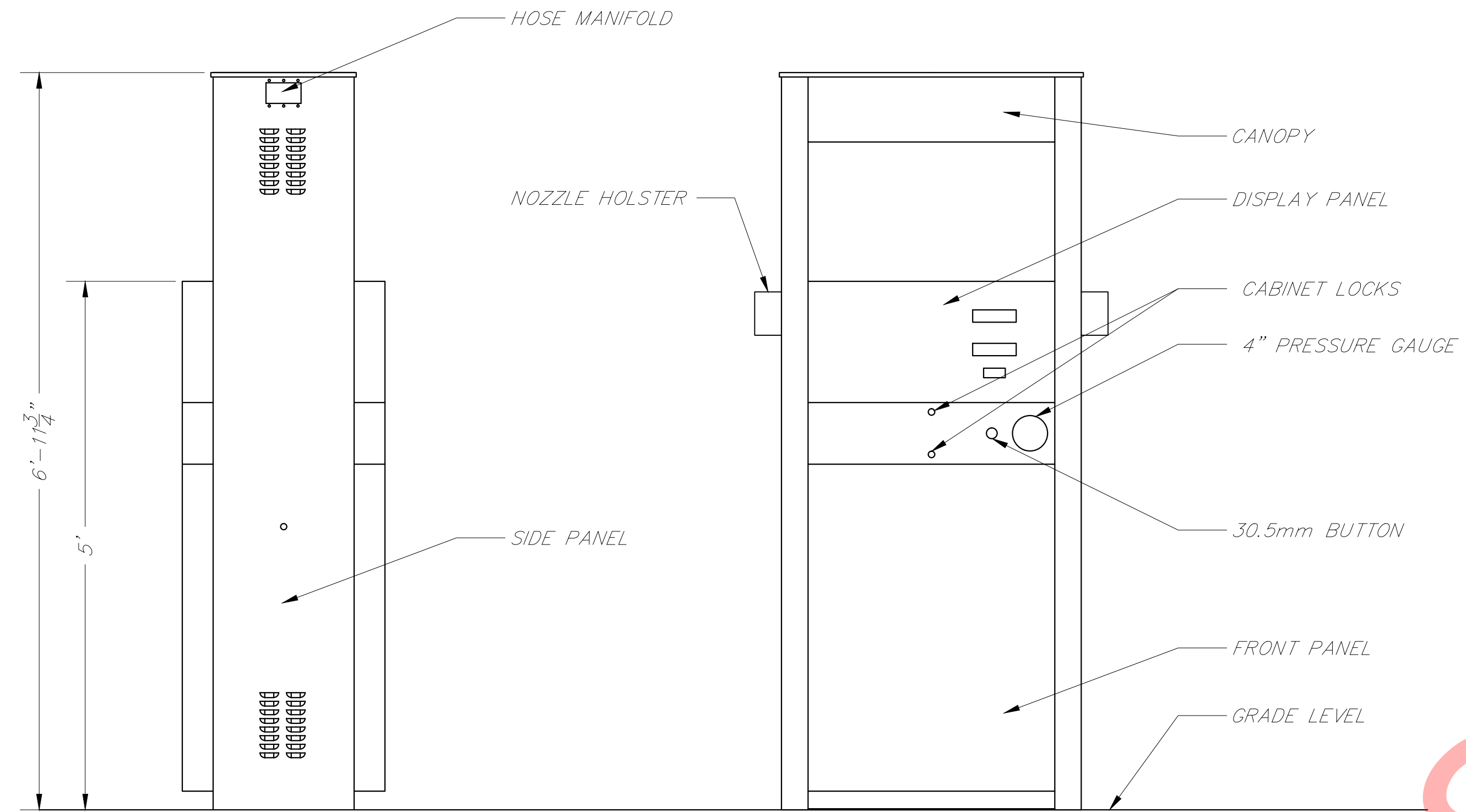
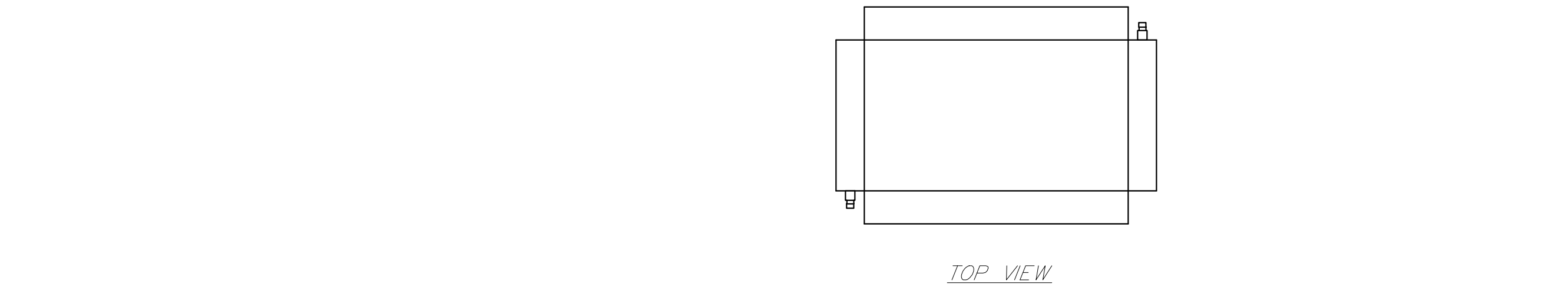
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Sheet Title:

**DISPENSER /
 CARD READER**

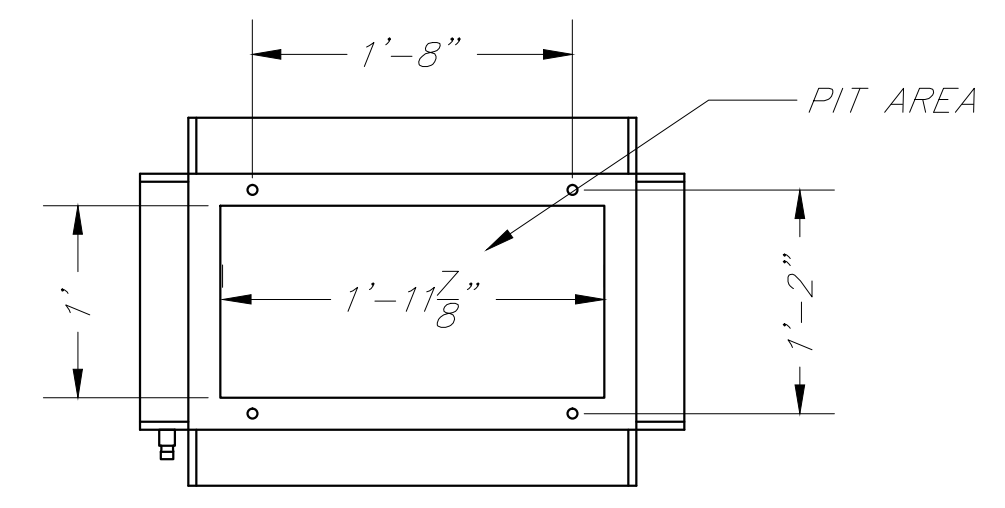
Sheet Number:

M-300

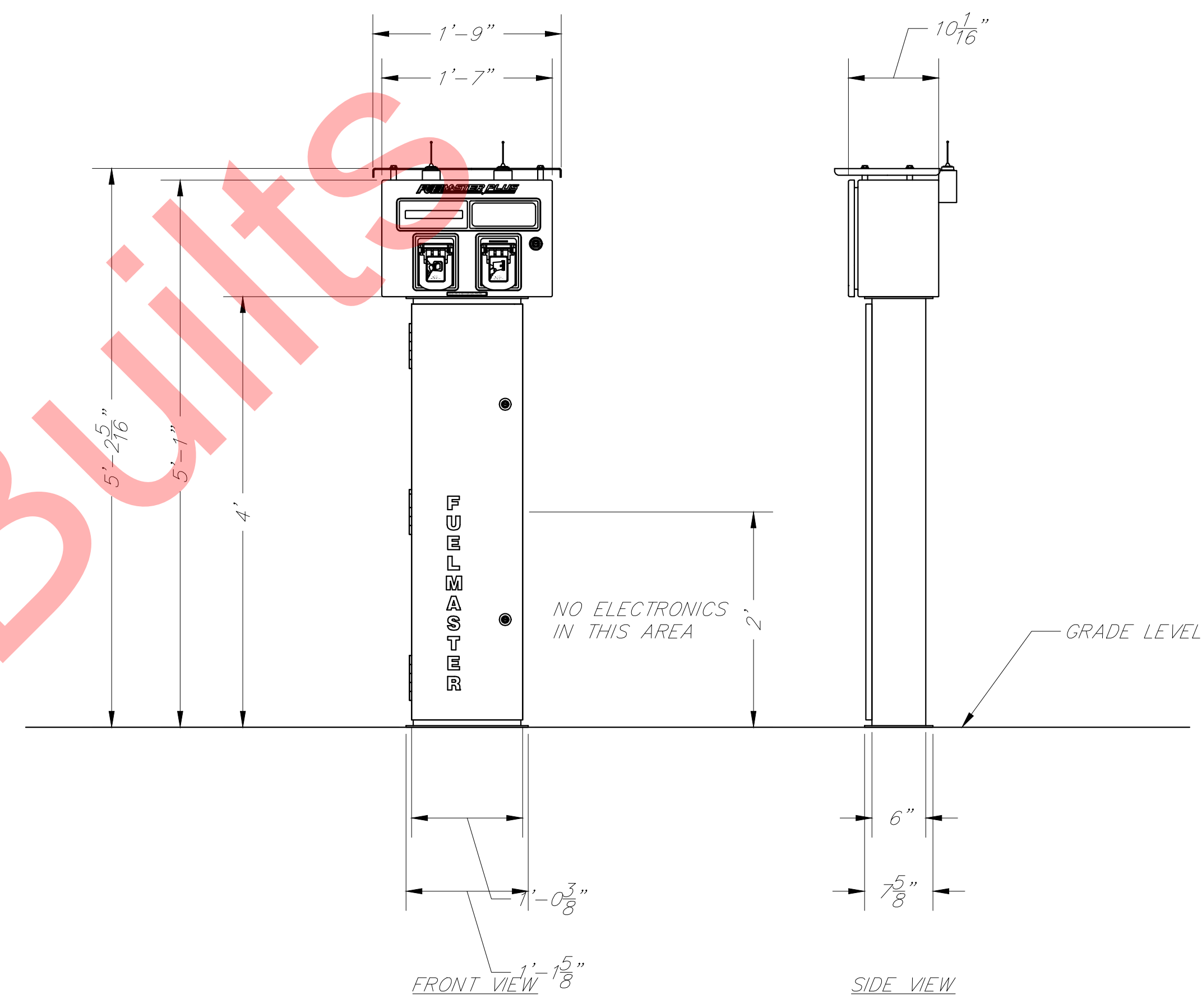


SIDE VIEW

FRONT VIEW

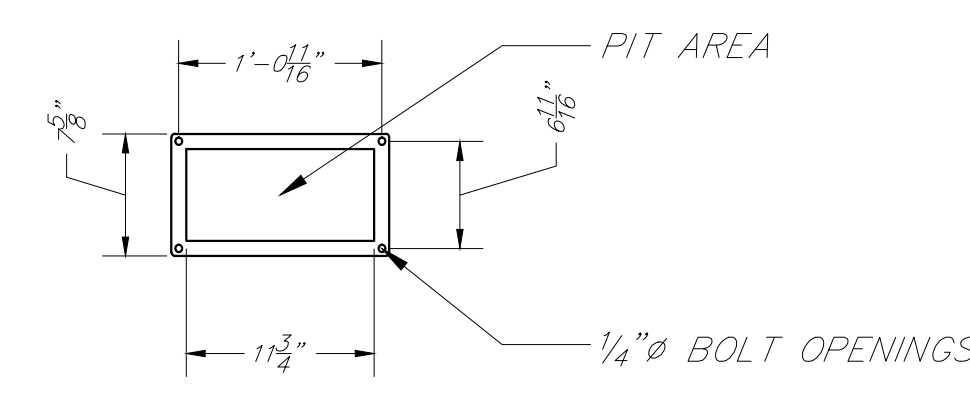


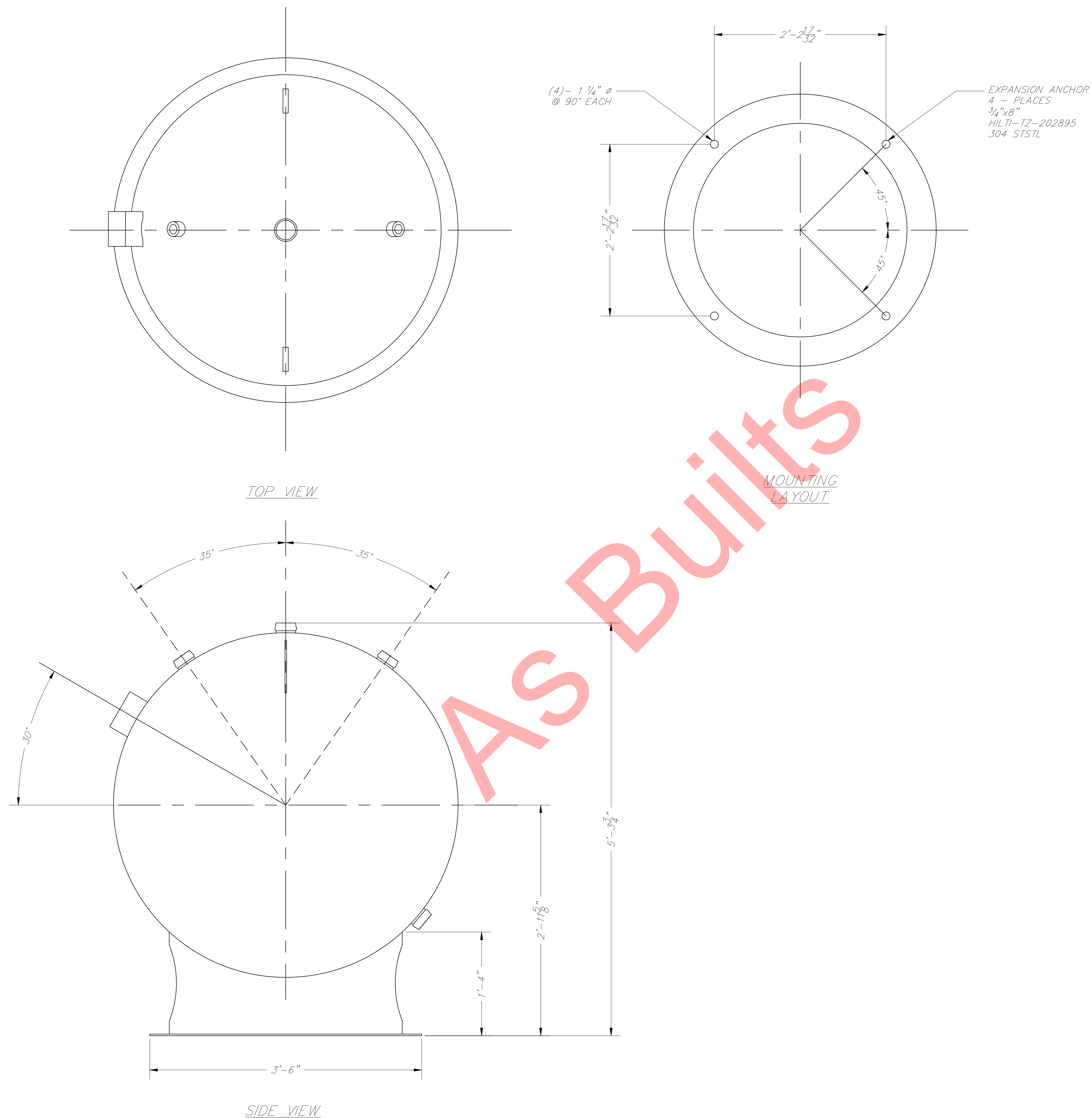
NOTE:
 THIS DRAWING SHOWS A GEN3 CABINET WITH FRONT CONTROLS EQUIPPED WITH TYPICAL SIDE PANELS. CANOPY COVER & BRACKETS, DASH PANELS AND DISPLAY PANELS.
 DISPENSER ANCHORED TO EXISTING PIT FRAME- SEE C-200 FOR DETAILS



FRONT VIEW

SIDE VIEW





Owner:
 City Of Grand Junction
 333 West Avenue
 Grand Junction, CO 81501

Revisions:

01	11/12/2010	80% Preliminary
02	11/19/10	90% Preliminary
03	12/07/10	Updated Design Template
04	12/08/10	Final

Drawn By:	J.V.
Checked By:	B.B.
Date:	12/06/10
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Plans Prepared By:
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8753 LION STREET RANCHO CUCAMONGA, CA 91730 OFFICE: (909) 466-6920 LICENSE# 783360

Sheet Title:
CNG STORAGE

Sheet Number:
M-400

ELECTRICAL POWER CONDUIT SCHEDULE

#	SIZE	WIRE	FROM	TO	NOTES
E-NHL-UTILITY.1	(2) 3"	4 x #350MCM 1 X1 (GRD) IN EACH	UTILITY TRANSFORMER	CT's & METER	VERIFY ALL REQUIREMENTS WITH LOCAL UTILITY COMPANY
E-NHL-UTILITY.2	(2) 3"	4 x #350MCM 1 X1 (GRD) IN EACH	CT's & METER	SERVICE "MSCG"	-
E-HL-PC001	1 1/4"	3 x #4 1 x#8 (GRD)	SERVICE "MSCG"	COMPRESSOR A	-
E-HL-PC002	1 1/4"	3 x #4 1 x#8 (GRD)	SERVICE "MSCG"	COMPRESSOR B	-
E-HL-PC003	3/4"	3 x#10 1x#10 (GND)	SERVICE "MSCG"	DRYER POWER	REFER TO ES-1-3 FOR ALL CONDUIT, CONDUCTOR AND CIRCUIT BREAKER REQUIREMENTS
E-NHL-PC001	1"	2 x #6 1 x#10 (GRD)	SERVICE "MSCG"	TRANSFORMER IN MINI PANEL "LV1"	-
E-NHL-PC002	3/4"	2 x #10 1 x#10	MINI PANEL "LV1"	AREA POLE LIGHTING	SEE SITE PLAN FOR LOCATIONS
HL-PC001	1 1/4"	3 x#4 1 x#8 (GND)	SERVICE "MSCG"	COMPRESSOR C	-
HL-PC002	3/4"	2 x#12 1 x#12 (GND)	MINI PANEL "LV1"	CARD READER	-
HL-PC003	3/4"	3 x#12 1 x#12 (GND)	MINI PANEL "LV1"	FAST FILL DISPENSER	-
HL-PC004	3/4"	NOT APPLICABLE	MINI PANEL "LV1"	FAST FILL DISPENSER	VERIFY ALL REQUIREMENTS WITH LOCAL UTILITY COMPANY
HL-PC005	3/4"	3 x#12 1 x#12 (GND)	MINI PANEL "LV1"	FAST FILL ISLAND LIGHT	-

ELECTRICAL DATA CONDUIT SCHEDULE

#	SIZE	WIRE	FROM	TO	NOTES
E-HL-DC001	3/4"	2 x#16 1 x#16 (GND)	CNG CONTROL PANEL	EMERGENCY ESD PUSH BUTTONS	REMOTE LOCATION SEE E-100
HL-DC001	3/4"	2 x#16 1 x#16 (GND)	CNG CONTROL PANEL	EMERGENCY ESD PUSH BUTTONS	REMOTE LOCATION SEE E-100
HL-DC002	3/4"	5 X #14 (RD, RD, GN, BE, BE)	CARD READER	FAST FILL DISPENSER	-
HL-DC003	3/4"	2 x BELDEN #9180 OR EQUAL	FAST FILL DISPENSER	CARD READER	DATA / MONITORING
HL-DC004	3/4"	NOT APPLICABLE	CARD READER	FAST FILL DISPENSER	CONDUIT ONLY
HL-DC005	3/4"	(1) CATSE CABLE	CARD READER	OWNER'S TELEPHONE BACKBOARD	COMMUNICATION
HL-DC006	3/4"	REQUIRED COMMUNICATION AND MONITORING CABLES	CNG CONTROL PANEL #1	CNG CONTROL PANEL #2	DATA / MONITORING

NOTES:

- ALL WIRE TO BE THWN, CU, STRANDED UNLESS OTHERWISE NOTED
- ALL CALLOUTS NOTED WITH "NHL, HL, PL & HL-DC" SHALL BE NEW AND SHALL FOR NEW ADDITIONS (COMPRESSOR #3 AND FAST FILL SYSTEM)
- ALL SWITCHBOARDS CONFORM TO U.I., ANSI, AND NEMA STANDARDS
- ALL CIRCUIT BREAKERS ARE LOCKABLE

EXISTING LOAD SUMMARY:

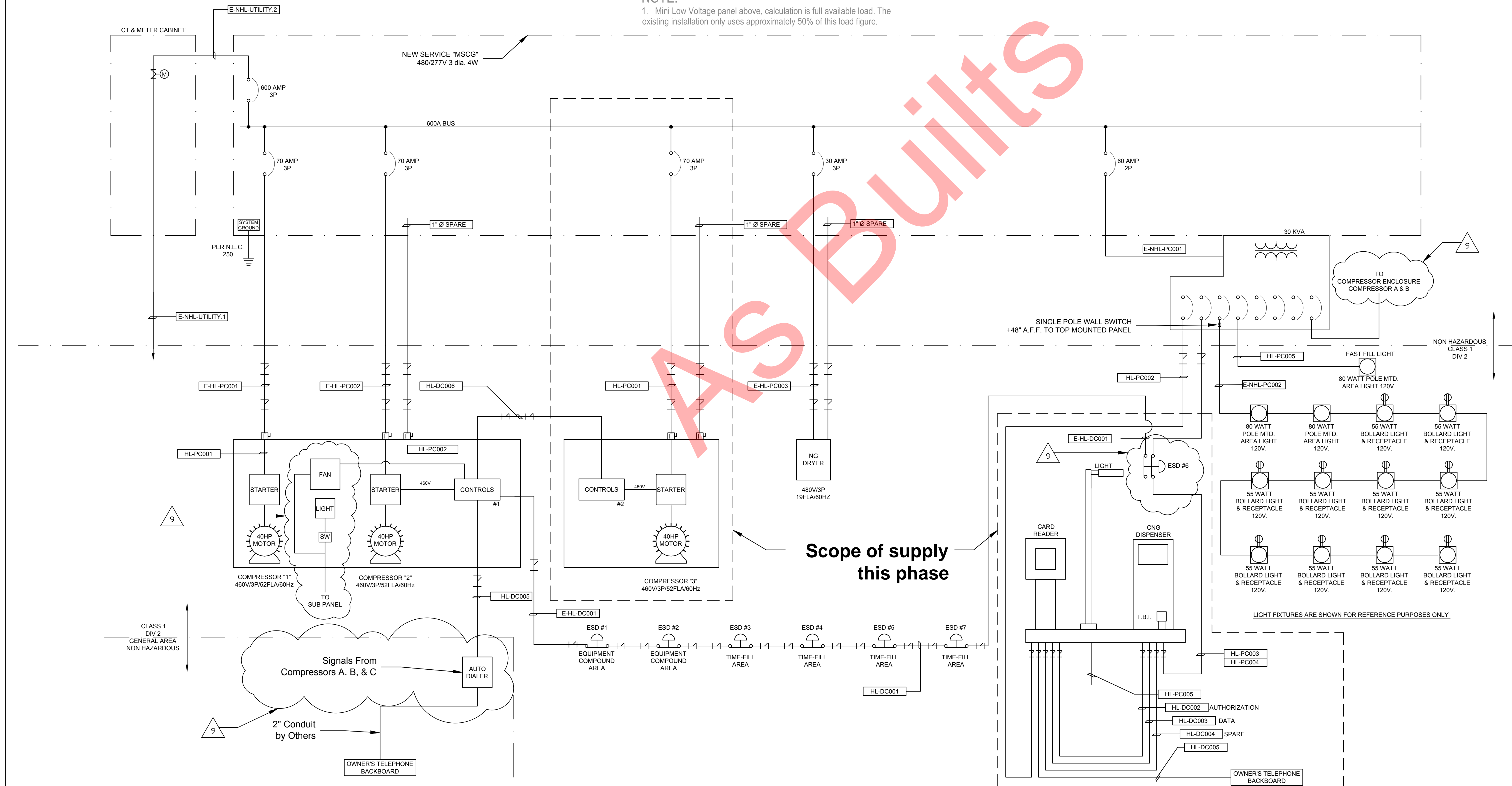
COMPRESSOR A	= 43.4 KVA
COMPRESSOR B	= 43.9 KVA
DRYER	= 15.8 KVA
MINI LOW VOLTAGE PANEL LV1	= 30.0 KVA
CONNECTED LOAD	= 133.1 KVA
43.4 KVA x 25% (LCL PER N.E.C.)	= 14.7 KVA
TOTAL LOAD	= 147.8 KVA
	177.8 AMPS
	@ 480/277V, 3Ø 4W.

Additional Load Summary This Phase

Compressor C	= 43.9 KVA	Area Light	= 0.8 KVA
CONNECTED LOAD	= 43.9 KVA	CNG Dispenser	= 0.6 KVA
43.9 KVA x 25% (LCL PER N.E.C.)	= 10.98 KVA	Card Reader	= 0.6 KVA
TOTAL LOAD	= 54.88 KVA	CONNECTED LOAD	= 1.28 KVA
	66.1 AMPS	1.28 KVA x 25% (LCL PER N.E.C.)	= .32 KVA
	@ 480/277V / 3Ø 4W.	TOTAL LOAD	= 1.6 KVA
			13.33 AMPS
			@ 120V / 1Ø

NOTE:

- Mini Low Voltage panel above, calculation is full available load. The existing installation only uses approximately 50% of this load figure.



1 { Electrical Single Line Diagram }

Owner:
City Of Grand Junction
333 West Avenue
Grand Junction, CO 81501

Revisions:

Rev	Date	Description
01	11/12/2010	80% Preliminary
02	11/19/10	90% Preliminary
03	11/22/10	Updated Conduit Line
04	12/06/10	Added ESD #7
05	12/06/10	Updated Design Template
06	12/08/10	Final
07	1/13/11	Updated E-HL-PC003
08	1/26/11	Added Fast Fill Load Summary
09	4/11/11	As BUILTS

Drawn By:	J.V.
Checked By:	B.B.
Date:	12/06/10
Scale:	As Noted
Job No.	

Site Information:

GRAND JUNCTION
UPGRADE FOR FAST FILL TO EXISTING CNG STATION
333 WEST AVENUE
GRAND JUNCTION, CO 81501

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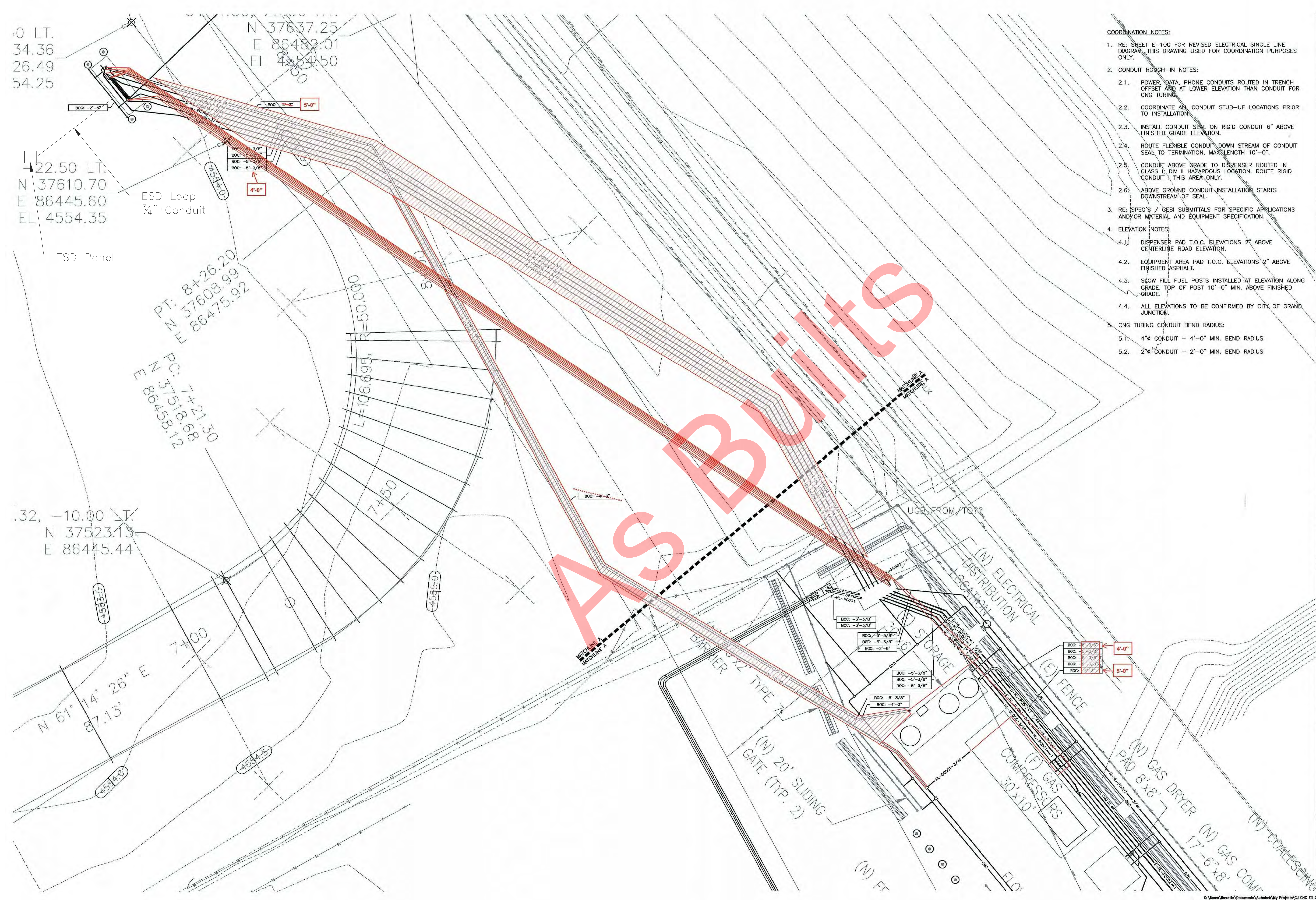
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GAS EQUIPMENT SYSTEMS, INC.
Specialists in Gas Compression Equipment for NGV's
8753 LION STREET RANCHO CUCAMONGA, CA 91730 OFFICE: (909) 466-6600 LICENSE# 763300

Sheet Title:

**ELECTRICAL
SINGLE LINE
DIAGRAM**

Sheet Number:

E-100



- COORDINATION NOTES:**
- RE: SHEET E-100 FOR REVISED ELECTRICAL SINGLE LINE DIAGRAM. THIS DRAWING USED FOR COORDINATION PURPOSES ONLY.
 - CONDUIT ROUGH-IN NOTES:
 - POWER, DATA, PHONE CONDUITS ROUTED IN TRENCH OFFSET AND AT LOWER ELEVATION THAN CONDUIT FOR CNG TUBING.
 - COORDINATE ALL CONDUIT STUB-UP LOCATIONS PRIOR TO INSTALLATION.
 - INSTALL CONDUIT SEAL ON RIGID CONDUIT 6" ABOVE FINISHED GRADE ELEVATION.
 - ROUTE FLEXIBLE CONDUIT DOWN STREAM OF CONDUIT SEAL TO TERMINATION, MAX LENGTH 10'-0".
 - CONDUIT ABOVE GRADE TO DISPENSER ROUTED IN CLASS I, DIV II HAZARDOUS LOCATION. ROUTE RIGID CONDUIT 1' THIS AREA ONLY.
 - ABOVE GROUND CONDUIT INSTALLATION STARTS DOWNSTREAM OF SEAL.
 - RE: ISPEC'S / GESI SUBMITTALS FOR SPECIFIC APPLICATIONS AND/OR MATERIAL AND EQUIPMENT SPECIFICATION.
 - ELEVATION NOTES:
 - DISPENSER PAD T.O.C. ELEVATIONS 2" ABOVE CENTERLINE ROAD ELEVATION.
 - EQUIPMENT AREA PAD T.O.C. ELEVATIONS 2" ABOVE FINISHED ASPHALT.
 - SLOW FILL FUEL POSTS INSTALLED AT ELEVATION ALONG GRADE. TOP OF POST 10'-0" MIN. ABOVE FINISHED GRADE.
 - ALL ELEVATIONS TO BE CONFIRMED BY CITY OF GRAND JUNCTION.
 - CNG TUBING CONDUIT BEND RADIUS:
 - 4" CONDUIT - 4'-0" MIN. BEND RADIUS
 - 2" CONDUIT - 2'-0" MIN. BEND RADIUS

Owner:
 City Of Grand Junction
 333 West Avenue
 Grand Junction, CO 81501

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01	11/12/2010	80% Preliminary
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04	12/06/2010	Added Trenching
05	4/11/2011	As Builts

Drawn By: J.V.
Checked By: B.B.
Date: 12/06/10
Scale: As Noted
Job No.:

Site Information:

GRAND JUNCTION
 UPGRADE FOR FAST FILL TO EXISTING CNG STATION
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 GRAND JUNCTION, CO 81501

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Plans Prepared By:

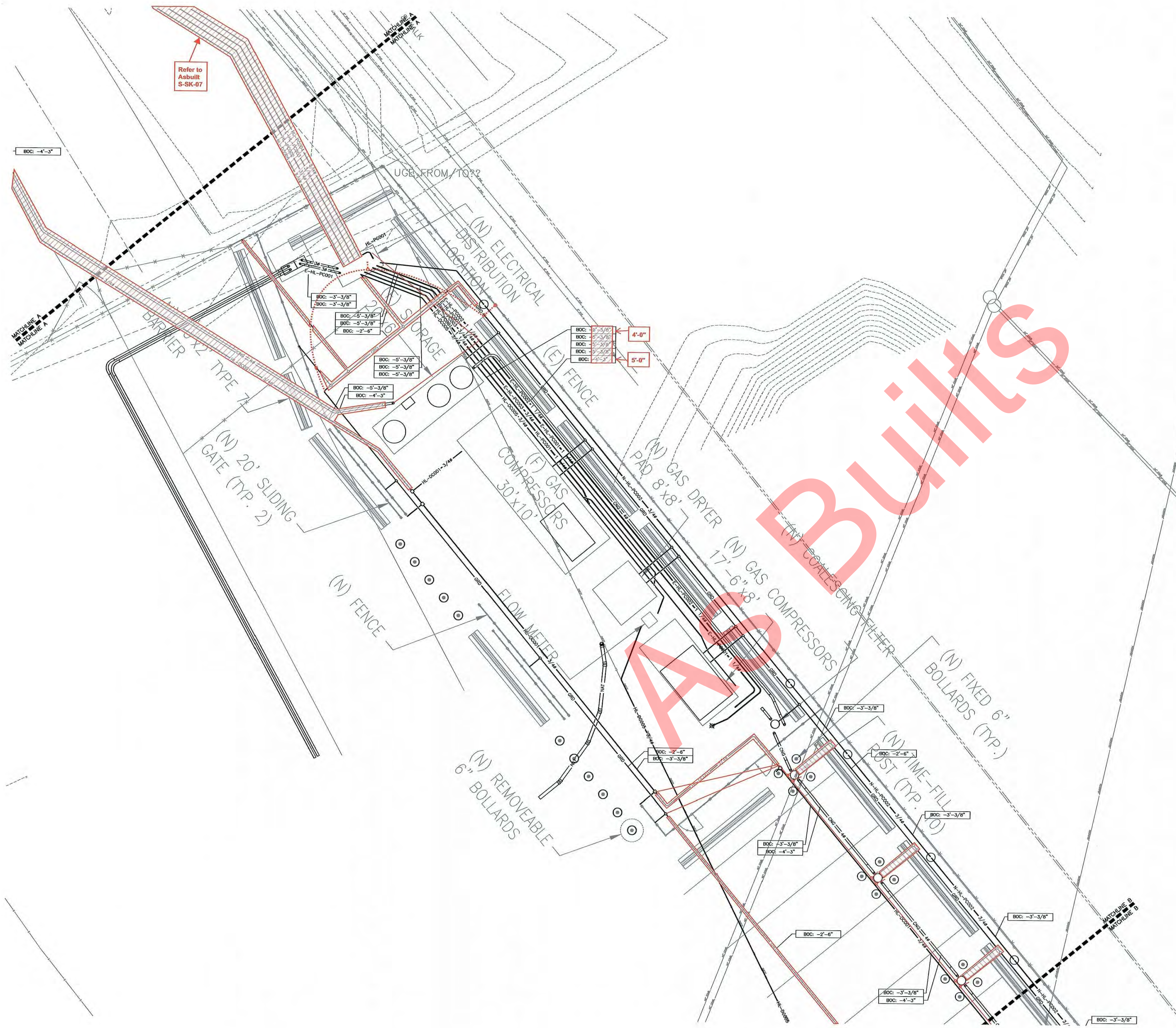
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Specialists in Gas Compression Equipment for NGV's
 8753 LION STREET RANCHO CUCAMONGA, CA 91730 OFFICE: (909) 466-6920 LICENSE# 783360

Sheet Title:

**Tusca II
 Conduit Runs**

Sheet Number:

T.001



Refer to Asbuilt S-SK-07

COORDINATION NOTES:

1. RE: SHEET E-100 FOR REVISED ELECTRICAL SINGLE LINE DIAGRAM. THIS DRAWING USED FOR COORDINATION PURPOSES ONLY.
2. CONDUIT ROUGH-IN NOTES:
 - 2.1. POWER, DATA, PHONE CONDUITS ROUTED IN TRENCH OFFSET AND AT LOWER ELEVATION THAN CONDUIT FOR CNG TUBING.
 - 2.2. COORDINATE ALL CONDUIT STUB-UP LOCATIONS PRIOR TO INSTALLATION.
 - 2.3. INSTALL CONDUIT SEAL ON RIGID CONDUIT 6" ABOVE FINISHED GRADE ELEVATION.
 - 2.4. ROUTE FLEXIBLE CONDUIT DOWN STREAM OF CONDUIT SEAL TO TERMINATION, MAX LENGTH 10'-0".
 - 2.5. CONDUIT ABOVE GRADE TO DISPENSER ROUTED IN CLASS I, DIV II HAZARDOUS LOCATION. ROUTE RIGID CONDUIT I THIS AREA ONLY.
 - 2.6. ABOVE GROUND CONDUIT INSTALLATION STARTS DOWNSTREAM OF SEAL.
3. RE: SPEC'S / GESI SUBMITTALS FOR SPECIFIC APPLICATIONS AND/OR MATERIAL AND EQUIPMENT SPECIFICATION.
4. ELEVATION NOTES:
 - 4.1. DISPENSER PAD T.O.C. ELEVATIONS 2" ABOVE CENTERLINE ROAD ELEVATION.
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 - 4.4. ALL ELEVATIONS TO BE CONFIRMED BY CITY OF GRAND JUNCTION.
5. CNG TUBING CONDUIT BEND RADIUS:
 - 5.1. 4" CONDUIT - 4'-0" MIN. BEND RADIUS
 - 5.2. 2" CONDUIT - 2'-0" MIN. BEND RADIUS

Owner:
 City Of Grand Junction
 333 West Avenue
 Grand Junction, CO 81501

Revisions:		
01	11/12/2010	80% Preliminary
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04	12/06/2010	Added Trenching
05	4/11/2011	As Built

Drawn By:	J.V.
Checked By:	B.B.
Date:	12/06/10
Scale:	As Noted
Job No.	

Site Information:

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 UPGRADE FOR FAST FILL TO EXISTING CNG STATION
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Plans Prepared By:

GAS EQUIPMENT SYSTEMS, INC.
Specialists in Gas Compression Equipment for NGV's

8753 LION STREET RANCHO CLUCAMONGA, CA 91730 OFFICE: (909) 466-6920 LICENSE# 783360

Sheet Title:

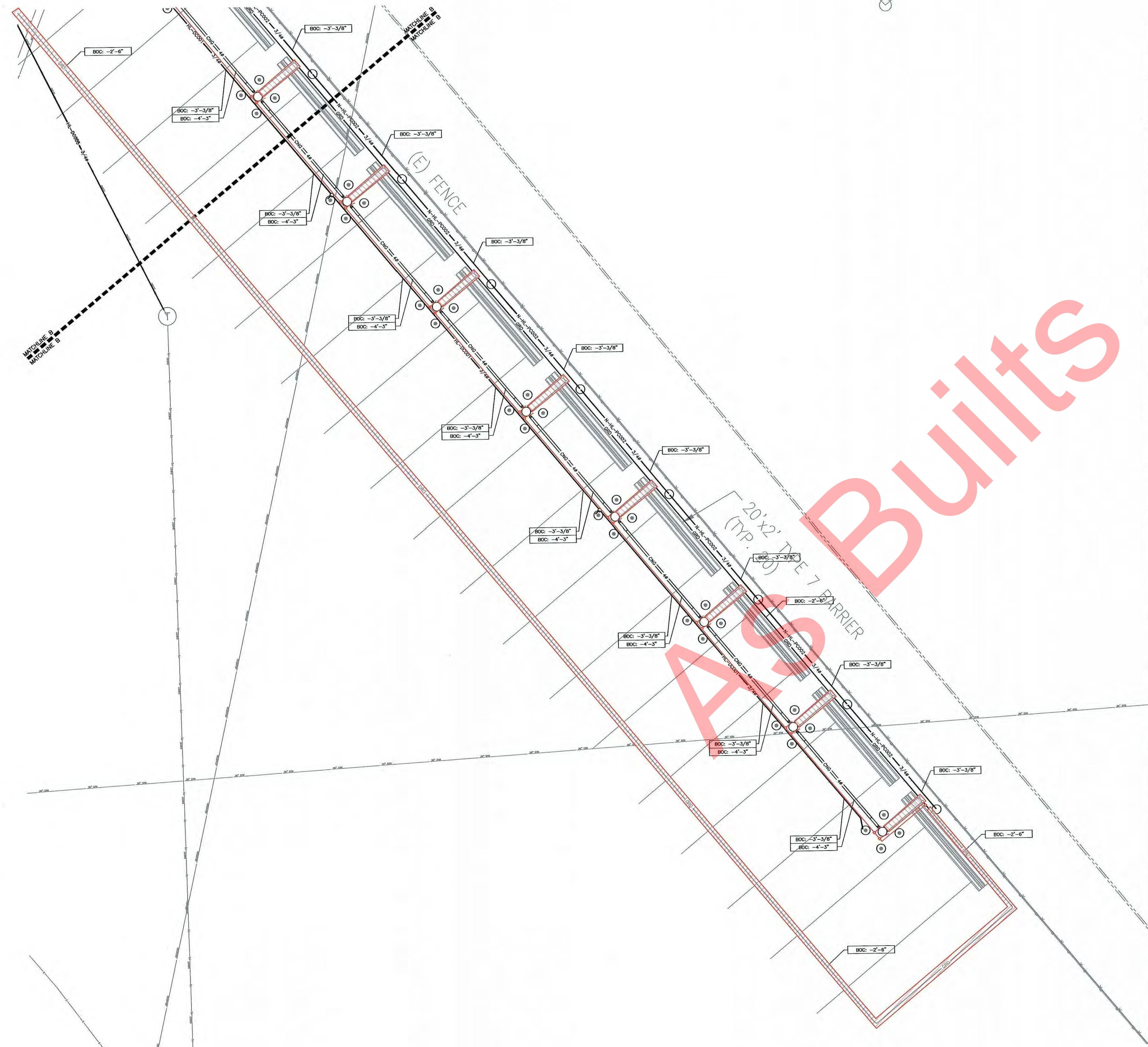
**Tusca II
 Conduit Runs**

Sheet Number:

T.002

FIELD COORDINATION SHOP DRAWING SUBMITTAL

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- COORDINATION NOTES:**
- RE: SHEET E-100 FOR REVISED ELECTRICAL SINGLE LINE DIAGRAM. THIS DRAWING USED FOR COORDINATION PURPOSES ONLY.
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 - 2" CONDUIT - 2'-0" MIN. BEND RADIUS

Owner:
 City Of Grand Junction
 333 West Avenue
 Grand Junction, CO 81501

Revisions:

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03	11/30/10	Final
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05	4/11/2011	As Builts

Drawn By:	J.V.
Checked By:	B.B.
Date:	12/06/10
Scale:	As Noted
Job No.	

Site Information:

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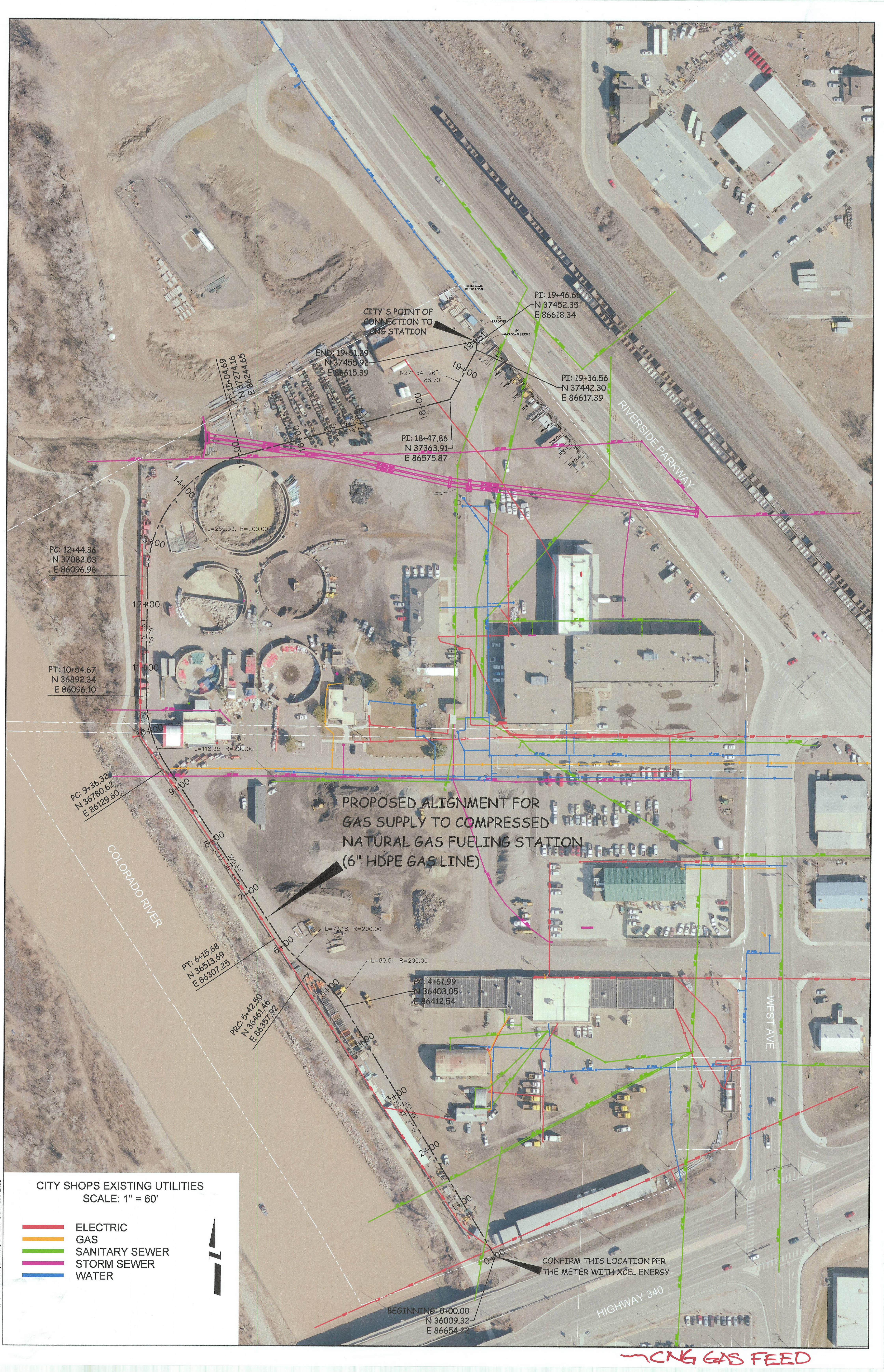
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Sheet Title:

**Tusca II
 Conduit Runs**

Sheet Number:

T.003



CITY'S POINT OF CONNECTION TO CNG STATION

END: 19+51.29
N 37455.92
E 86615.39

PI: 19+46.66
N 37452.35
E 86618.34

PI: 19+36.56
N 37442.30
E 86617.39

PI: 18+47.86
N 37363.91
E 86575.87

PC: 12+44.36
N 37082.03
E 86096.96

PT: 10+54.67
N 36892.34
E 86096.10

PC: 9+36.32
N 36780.62
E 86129.60

PROPOSED ALIGNMENT FOR
GAS SUPPLY TO COMPRESSED
NATURAL GAS FUELING STATION
(6" HDPE GAS LINE)

COLORADO RIVER

PT: 6+15.68
N 36513.69
E 86307.25

PRC: 5+42.50
N 36461.46
E 86357.92

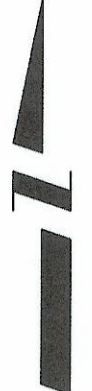
PC: 4+61.99
N 36403.05
E 86412.54

WEST AVE

HIGHWAY 340

CITY SHOPS EXISTING UTILITIES
SCALE: 1" = 60'

- ELECTRIC
- GAS
- SANITARY SEWER
- STORM SEWER
- WATER



CONFIRM THIS LOCATION PER
THE METER WITH XCEL ENERGY

BEGINNING: 0+00.00
N 36009.32
E 86654.22

MCNG GAS FEED