



**INVITATION FOR BIDS  
FOR  
ADA BUS STOP IMPROVEMENTS PHASE VI Zones 1-3**

**IFB No.: 2017-FC-04**

**Date Issued: September 21, 2017**

**Sealed bids will be received at the offices of the Corpus Christi Regional Transportation Authority, hereinafter called the "CCRTA," at the Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401, until 3:00 PM (CST), Thursday, November 2, 2017 for ADA Bus Stop Improvements Phase VI Zones 1-3.** The term of the contract will be to complete the project within 120 calendar days after receipt of a Notice to Proceed. Bid prices shall be good for one hundred twenty (120) calendar days from the bid opening date. It is the responsibility of the Bidder to ensure that the bid is delivered prior to the deadline. Bids received after the deadline will not be accepted and will be returned to the Bidder unopened.

**Bidders are encouraged to attend a pre-bid conference scheduled for Thursday, October 5, 2017 at 3:00PM (CST) at the Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401.** The purpose of this meeting is to provide an overview of the requirements of the project and to answer any questions bidders may have concerning this procurement. Although attendance is not mandatory, bidders are strongly encouraged to attend.

If you are unable to attend the pre-bid conference but would like to participate via Go to Meeting, please send a request for login information to [procurement@ccrta.org](mailto:procurement@ccrta.org).

The bids will be publicly opened and read aloud at the Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401 immediately following the deadline. All interested parties are invited to attend

Copies of this Invitation for Bids (IFB) and information may be obtained at the CCRTA's website at ([www.ccrta.org/news-opportunities/business-with-us/](http://www.ccrta.org/news-opportunities/business-with-us/)). Further information may be obtained from Anna Hinojosa, Director of Procurement, or Sherrié Clay, Procurement Administrator, at (361) 289-2712 extensions 3550 and 3481 respectively.

The CCRTA has a Disadvantaged Business Enterprise (DBE) program, and has determined that a three percent (3%) DBE goal has been established for this contract. For additional information, please contact Christina Perez, DBE Liaison Officer, at (361) 903-3461.

Bidders should note that this procurement is subject to a financial assistance contract between the CCRTA and the Federal Transit Administration of the United States Department of Transportation (DOT) for 80% of the Contract amount. The successful Bidder is required to comply with, in addition to other provisions of the Invitation for Bids, the conditions required by applicable federal regulations, including the following:

Equal Employment Opportunity: CONTRACTOR will be required to comply with applicable Equal Employment Opportunity laws and regulations;

Title VI Assurance: CONTRACTORS and subcontractors will be required to comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. S2000d), the Regulations of DOT issued thereunder (49 C.F.R. Part 21), and the Assurances by the CCRTA pursuant thereto;

Ineligible Firms: All Bidders will be required to certify they are not on the Comptroller General's List of Ineligible Contractors; and

Disadvantaged Business Enterprise: The CCRTA hereby notifies all Bidders that it will affirmatively ensure that the contract entered into pursuant to this advertisement will be awarded to the most responsive and responsible firm without discrimination on the grounds of race, color, religion, national origin, handicap, age, or sex; and further, it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged businesses will be afforded full opportunity to submit statements in response to this request and will not be discriminated against on the grounds of race, color, religion, national origin, handicap, age, or sex in consideration for an award.

For the purposes of this procurement, the following documents are applicable:

- Invitation for Bids
- Instructions to Bidders
- General Instructions
- Special Conditions
- Wage Rates
- Standard Service Terms and Conditions
- Federal Supplemental Conditions (Construction Contracts)
- Special Provisions Concerning Disadvantaged Business Enterprises (DBEs)
- Price Schedule (Appendix A) – Includes Zones 1-3
- Certification Forms (Appendix B)
- Certification and Statement of Qualifications (Appendix C)
- Disclosure of Interests Certification (Appendix D)
- Buy America (Appendix E)
- Certification of Restrictions on Lobbying (Appendix F)
- DBE Participation Form Schedules A-C (Appendix G)
- Accessibility Policy (Appendix H)
- References (Appendix I)

- Request for Information Form (Appendix J)
- Bid Submission Checklist (Appendix K)
  
- Zone 1 Technical Specifications (Exhibit A-1)
- Zone 1 Construction Drawings (Exhibit A-2)
- Zone 2 Technical Specifications (Exhibit B-1)
- Zone 2 Construction Drawings (Exhibit B-2)
- Zone 3 Technical Specifications (Exhibit C-1)
- Zone 3 Construction Drawings (Exhibit C-2)

**The following documents must be signed and returned with your bid in order for it to be considered responsive:**

- Price Schedule (Appendix A) Zones 1-3 **in a separately sealed envelope**,
- Certification Forms (Appendix B)
- Certification and Statement of Qualifications (Appendix C)
- Disclosure of Interests Certification (Appendix D)
- Buy America (Appendix E)
- Certification of Restrictions on Lobbying (Appendix F)
- DBE Participation Form Schedules A-C (Appendix G)
- Accessibility Policy (Appendix H)
- References (Appendix I)
- Request for Information Form (Appendix J)
- Bid Submission Checklist (Appendix K)

The CCRTA shall select the bid that in the CCRTA's opinion constitutes the lowest responsible bid, price and other factors being considered. Bids will be evaluated based on the Evaluation Factors described in Section 9.0 of the Instruction to Bidders.

**All Bidders must submit a Price Schedule (Appendix A), certification forms (Appendix B thru K), and Bid Bond (or Cashiers Check 5%). See General Instructions Section 19 for further instructions. Failure to provide this information may deem your bid to be non-responsive.**

**The Bidder is required to supply a list of pertinent references with this bid.**

## **INSTRUCTIONS TO BIDDERS**

### **1. GENERAL.**

The following instructions by the CCRTA are intended to afford bidders an equal opportunity to participate in the CCRTA's contracts.

### **2.0 EXPLANATIONS AND COMMUNICATIONS.**

2.1 Any explanation desired by a bidder regarding the meaning or interpretation of these Instructions or any other bid documents must be requested in writing to the CCRTA's Procurement Department with sufficient time allowed for a reply to reach bidders before the submission of their bids.

2.2 Oral explanations or instructions will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an amendment to the invitation if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders.

2.3 All communications regarding this solicitation must be made directly to the Procurement Department at ([procurement@ccrta.org](mailto:procurement@ccrta.org)). Any violation will be grounds for disqualification.

### **3.0 SPECIFICATIONS.**

3.1 Bidders are expected to examine the specifications, any drawings, standard provisions and all instructions. Failure to do so will be at the bidder's risk. Bids which are submitted on other than authorized forms or with different terms or provisions may not be considered as responsive bids.

3.2 The apparent silence of the specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications shall be made on the basis of this statement.

### **4.0 INFORMATION REQUIRED.**

4.1 Each bidder shall furnish the information required by the bid documents. The bidder shall sign the Price Schedule and, when appropriate, the specifications, which documents shall collectively constitute the bidder's offer. Erasures or other changes must be initialed by the person signing the documents. Bids signed by an agent are to be accompanied by evidence of

his authority unless such evidence has been previously furnished to the CCRTA.

4.2 The bidder should quote its lowest and best price. If delivery and shipping quantities affect a unit bid price, multiple bids may be made so as to indicate "price break" quantities in order for the CCRTA to determine maximum economic benefits. Pricing should include packaging and transportation unless otherwise specified. All prices shall be entered on the Price Schedule in ink or be typewritten. Totals shall be entered in the "Total Price" column of the Price Schedule, and in case of discrepancy between the unit price and the extended total price, the unit price will be presumed to be correct.

4.3 Bids must be firm. If the bidder believes it necessary to include in its price a price adjustment, however, such a bid may be considered but only as an alternate bid.

4.4 Bids on items should be quoted F.O.B. destination. If the quoted price does not include transportation charges, such charges must be itemized separately; provided, however, that the CCRTA shall have the right to designate what method of transportation shall be used to ship the goods.

4.5 The CCRTA does not have to pay federal excise taxes or state and local sales and use taxes, except for contracts for improvements to real property.

4.6 Time of delivery is part of the bid and very important. The required delivery date indicated is at point of destination, and if stated as a number of days, will include Saturdays, Sundays, and holidays. If the indicated date cannot be met or a date is not indicated in the specifications, the bidder shall state its best delivery time.

## 5.0 SUBMISSION OF BIDS.

5.1 Sealed Bids should be submitted in an envelope marked on the outside containing the bidder's name and address and bid description addressed to:

**Corpus Christi Regional Transportation Authority  
Staples Street Center  
Attn: Procurement Department  
602 N. Staples Street  
Corpus Christi, TX 78401  
Bid For: Bus Stop Improvements Phase VI Zones 1-3  
IFB No. 2017-FC-04**

**Bid Due Date: Thursday, November 2, 2017 by 3:00 PM**

5.2 Bids must be submitted in sufficient time to be received and time-stamped at the above location on or before the published bid date and time shown on the Bid Invitation. Bids received after the published time and date cannot be considered. Any bids which are mislabeled or do not indicate the bidder's name or address as required above may be opened by the CCRTA solely for the purpose of identifying the bidder for return of the bid.

### 5.3. Schedule

Bids shall be governed by the following schedule:

- **September 21, 2017 - IFB Issued**  
Bid documents are available at the CCRTA Website: [www.cccta.org/news-opportunities/business-with-us/](http://www.cccta.org/news-opportunities/business-with-us/).
- **October 5, 2017 - Pre-Bid Conference** at 3:00 pm at the CCRTA's Administration Building at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401.
- **October 12, 2017 - Request for Information/Approved Equals Due**  
Written Request for Information/Approved Equals (Appendix J) must be submitted on the supplied form and are due no later than 3:00 PM. One request per form is permitted. Request for Information must be emailed to [procurement@cccta.org](mailto:procurement@cccta.org), hand-delivered, or received via mail at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401.
- **October 19, 2017 – CCRTA Response to Request for Information Due**
- **November 2, 2017 - Bids Due**  
Sealed bids are due no later than 3:00 PM (Central Time). All bids must be received at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401 prior to deadline.
- **December 6, 2017 – Contract Awarded (Tentative)**  
*The CCRTA's Board of Directors will meet to award a Contract to the successful Bidding firm(s).*

Bids must be submitted in sufficient time to be received and time-stamped at the above location on or before the published bid date and time shown on the Bid Invitation. Bids received after the published time and date cannot be considered. Any bids which are mislabeled or do not indicate the bidder's name or address as required above may be opened by the RTA solely for the purpose of identifying the bidder for return of the bid.

6. MODIFICATION OR WITHDRAWAL OF BIDS.

Bids may be modified or withdrawn by written or telegraphic notice received by the CCRTA prior to the exact hour and date specified for receipt of bids. A bid may also be withdrawn in person by a bidder or an authorized representative prior to the bid deadline; provided the bidder's identity is made known and he or she signs a receipt for the bid.

7.0 OPENING BIDS.

All bids shall be opened by the CCRTA as soon after the bid deadline as is reasonably practicable. Any bids which were received prior to the deadline but were not opened with the other bids due to inadvertence by the CCRTA shall be opened at a time designated by the CCRTA and announced to all bidders present at the bid opening who provided their names and phone numbers on the attendance list. **Trade secrets and confidential information** contained in bids shall not be opened for public inspection if identified in writing at the time the bid is submitted.

8.0 REFERENCES.

The CCRTA is requiring that bidders supply a list of pertinent references (**See Appendix I**).

9.0 EVALUATION FACTORS.

9.1 CCRTA will award contracts based upon the lowest responsible bid, price and other factors considered. Contracts may be awarded on a lump sum basis or on a unit price basis, provided that in the event a contract specifies a unit price basis, the compensation paid by the CCRTA shall be based upon the actual quantities supplied. The CCRTA reserves the right to award one (1) contract to the lowest responsible bidder.

9.2 In determining the "lowest responsible" bid, the CCRTA may consider, in addition to price, other factors such as compliance with the bid documents, delivery requirements, costs of maintenance and operations, training requirements, warranties, availability of repairs or other services, the financial or other qualifications and abilities of the bidder, past performance of the bidder, other factors contributing to the overall costs, both direct and indirect, related to an item, and compliance with the CCRTA's Affirmative Action policies and goals. A record of poor performance or nonperformance on prior work may disqualify a bidder as non-responsible.

10. RESERVATION OF RIGHTS.

The CCRTA expressly reserves the right to:

- 10.1 Reject or cancel any or all bids;
- 10.2 Waive any defect, irregularity or informality in any bid or bidding procedure;
- 10.3 Waive as an informality, minor deviations from specifications at a lower price than other bids meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is improved or not impaired;
- 10.4 Extend the bid opening time and date;
- 10.5 Reissue a bid invitation;
- 10.6 Consider and accept an alternate bid as provided herein when most advantageous to the CCRTA; and
- 10.7 Procure any item or services by other means.
- 10.8 To award to more than one bidder dependent on the price range of bids.

11. ACCEPTANCE.

Acceptance of a bidder's offer in some instances will be in the form of purchase orders issued by the CCRTA. Otherwise, acceptance of a bidder's offer will be by acceptance letters issued by the CCRTA. Subsequent purchase orders and release orders may be issued as appropriate. Unless the bidder specifies otherwise in the bid, the CCRTA may award the contract for any item or group of items shown on the Bid Invitation.

12. BID PROTESTS.

In the event that a bidder desires to protest any bidding procedure, the bidder should present such protest, in writing, to the CCRTA Chief Executive Officer within three (3) business days following the bid date. The protest shall state the name and address of the protestor, refer to the project number and description of the solicitation, and contain a statement of the grounds for protest and any supporting documentation. For federally-assisted contracts, certain additional bid protest procedures apply and may be found in the Supplemental Conditions contained within the bid documents.

13. EQUAL OPPORTUNITY.

Bidders are expected to comply with the Affirmative Action Programs of the CCRTA with respect to its provisions concerning contractors. The CCRTA



expressly reserves the right to consider such compliance in determining the lowest responsible bidder.

14. SINGLE BID.

In the event a single bid is received, the CCRTA will, at its option, either conduct a price comparison of the bid and make the award or reject the bid and re-advertise. A price analysis is the process of examining the bid and evaluating a prospective price without evaluating the separate cost elements. Price analysis shall be performed by comparison of the price quotations, with published price lists, or other established or competitive prices. The comparison shall be made to a purchase of similar quantity and involving similar specifications.

15. SALES TAX EXEMPTION FOR CONSTRUCTION PROJECTS.

Contracts for improvements to real property awarded by the CCRTA qualify for exemptions of Sales, Excise, and Use Taxes under the Texas Tax Code for construction projects with political subdivisions of the State of Texas.

16. PREVAILING WAGE RATES FOR CONSTRUCTION PROJECTS.

16.1 Contracts for improvements to real property awarded by the CCRTA are “public works” projects as defined under Chapter 2258, Texas Government Code, as amended. The CCRTA has ascertained the general prevailing rate of wages in the locality for each craft or type or worker or mechanic needed to execute the work under the contract documents, and the prevailing wage rates are attached to these contract documents (if this is a construction contract).

16.2 It shall be mandatory upon the Contractor and any subcontractor on the project to pay not less than the specified rates to all laborers, workers, and mechanics employed by them in the execution of the work under the contract documents. Contractor shall forfeit as a penalty to the CCRTA the sum of \$60.00 for each laborer, worker or mechanic employed for each calendar day, or portion thereof, such person is paid less than the stated prevailing wage rates for any work done under the contract documents by the Contractor or any subcontractor.

16.3 The wage rates schedule shall be posted at the work site in an accessible place where it can be seen easily by the workers.

16.4 One and one-half times the specified hourly wage shall be paid for all hours worked as overtime or legal holiday work.

## GENERAL INSTRUCTIONS

### 1. DESCRIPTION OF PROJECT

**1.1.** The CCRTA is seeking bids from qualified bidders or individuals interested in a contract to provide ADA Bus Stop Improvements at various bus stop locations to be completed 120 calendar days after receipt of Notice to Proceed. Bidders shall quote their best price. An award, if any, shall be made to the most responsive and responsible Bidder/s.

**1.2.** Bids will only be accepted from established contractors with experience in this type of work. Bidder will provide all necessary labor, materials, equipment, and supervision as required.

**1.3.** These specifications are written to explain what to do not how to do it. It is assumed and will be required that all workmanship shall be “first class” and in compliance with the current approved standards for the particular phase of the work as prescribed by the manufacturer. No careless or slovenly work of any form will be accepted.

### 2. CONSTRUCTION MANAGER

Whenever the word “Construction Manager” is used in this Contract it is understood as referring to the CCRTA’s authorized representative – John Alexander.

### 3. TIME OF COMPLETION AND FAILURE TO COMPLETE IN TIME

The term of the contract will be to complete the project within completed 120 calendar days after receipt of Notice to Proceed. Liquidated damages will be charged for work that exceeds the time frame.

**3.1. The working time for the completion on each project shall be as described above.** The Bidder agrees that he/she will commence work within three (3) working days after receiving a contract from the CCRTA, discussing an appropriate contract time with the Engineer, and receiving a letter to proceed. The whole work will be performed and the premises cleaned up in accordance with the Contract Documents on or before the provided time for the completion of this project.

**3.2.** For each working day that any work remains uncompleted after the time specified in the Contract for completion of the work, or after such time period as extended pursuant to other provisions of the Contract, a sum of **One Hundred Fifty and no/100 Dollars (\$150.00) per day** will be assessed against the Bidder as reasonable liquidated damages. Said liquidated damages are not imposed as penalty but as an estimate of the damages that the CCRTA will sustain from

delay in completion of the work, which damages by their nature are not capable of precise proof. The CCRTA may withhold the amount of liquidated damages from monies otherwise due to the Contractor.

#### **4. CONDITIONS OF WORK**

Each Bidder must inform himself/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of this contract. Insofar as possible, the Bidder, in carrying out his/her work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

#### **5. SPECIFICATIONS**

Titles to divisions and paragraphs in these Contract Documents are introduced merely for convenience and are not to be taken as a part of the specifications and are, furthermore, not to be taken as a correct or complete segregation of the several units of material and labor. The CCRTA for omissions or duplications assumes no responsibility, either direct or implied, by the Bidder or his subcontractor, due to real or alleged error in arrangement of matter in these Contract Documents.

#### **6. GUARANTY**

Neither the final payment nor any provision in the Contract documents, no partial or entire occupancy of the premises by the CCRTA shall constitute an acceptance of work not done in accordance with the Contract documents or relieve the Bidder of liability in respect to any express warranties or responsibility for faulty materials or workmanship. Bidder shall remedy any defects in materials or workmanship, which shall appear within a period of one (1) year from the date of final acceptance of work unless a longer period is specified. The CCRTA will give notice of observed defects with reasonable promptness. The Bidder shall have his Performance Bond, if required, so written that the one (1) year period is covered by the Performance Bond.

#### **7. ACCIDENT PREVENTION**

**7.1.** Bidder shall comply with all of the CCRTA's safety regulations and shall observe the requirements of the Occupational Safety and Health Act. The Bidder shall comply with all procedures prescribed by the CCRTA for control and safety of persons visiting the job site. It is the Bidder's responsibility to take whatever steps necessary to assure the safety of individuals working on or visiting the site.

**7.2.** The CCRTA calls the Bidder's attention to the necessity for his/her proper storage, use, and disposal of all materials; proper use and storage of tools and devices; and proper control of construction procedures to assure the health and safety of workmen and of others having access to the job site. It is the Bidder's responsibility to obtain from the manufacturers and sellers or distributors of materials, tools, and devices all requirements for proper and safe usage, storage and disposal, and to follow these requirements and recommendations carefully. Particular attention is called to the use of paints, thinners, solvents, caulking or patching materials, chemical grouts, and surface treatment materials.

For first aid instructions contact a physician or the Poison Control Center: Corpus Christi (Memorial Medical Center), 361-881-4559.

## **8. SUPERINTENDENCE BY CONTRACTOR**

**8.1.** At all times during performance and until the work is completed and accepted, the Bidder shall directly superintend the work of this Contract or assign and have on the work site a competent superintendent who is satisfactory to the Project Manager and has authority to act for the Bidder.

**8.2.** Bidder shall watch over the concrete until the concrete has cured enough so that no graffiti or damage can occur to the surface of the concrete. Project Manager shall not accept any concrete, which has been damaged due to CONTRACTOR's lack of protection to the concrete while it is curing.

## **9. LITIGATION RESPONSIBILITIES**

The CCRTA will give the Bidder prompt notice in writing of the institution of any suit of proceeding and permit the Bidder to defend same, and will give all needed information to do so. Bidder shall similarly give the CCRTA immediate notice of any suit or action filed or prompt notice of any claim arising out of performance of the Contract. Bidder shall furnish immediately to the CCRTA copies of all pertinent papers received by the Bidder.

## **10. INSURANCE REQUIREMENTS**

Bidder shall maintain at all times during the term of this Contract at its sole cost and expense each of the following insurance coverages listed below having policy limits not less than the dollar amounts set forth:

**10.1.** Commercial general liability insurance with minimum policy limits of \$1,000,000.

**10.2.** Automobile liability insurance with a combined single limit of \$1,000,000. (In the event motor vehicles will be used by Contractor to perform the services

specified)

**10.3.** Workers Compensation with policy limits of \$300,000 containing a waiver of subrogation endorsement waiving any right of recovery under subrogation or otherwise against the CCRTA to the extent employees are not covered under B.

**See Standard Service Terms and Conditions.**

## **11. INDEMNIFICATION**

Bidder shall indemnify and hold harmless the CCRTA, its officer, employees, agents, attorneys, representatives, successors and assigns from any and all claims, demands, costs, expenses, liabilities and losses of whatsoever kind or character arising out of Bidder or its officers, employees or agents, during the term of the Contract. Bidder shall assume on behalf of the CCRTA and the indemnified parties described above, and conduct with due diligence and in good faith, the defense of any and all such claims, whether or not the CCRTA is joined therein, even if such claims be groundless, false, or fraudulent.

## **12. TERMINATION**

The CCRTA shall have the right to terminate for default all or any part of its contract if Bidder breaches any of the terms hereof or if the Bidder becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the CCRTA may have in law or equity, specifically including, but not limited to, the right to sue for damages or demand specific performance. The CCRTA additionally has the right to terminate the Contract without cause by delivery to the Contractor of a Notice of Termination: specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

## **13. ABSENCE OF LIEN**

Under the laws of Texas, neither the Bidder nor any subcontractor, mechanic, material man, or laborer are entitled to acquire or attempt to acquire or contract for any lien upon the improvements covered by the Contract or the land upon which they are situated.

## **14. CCRTA'S DBE PROGRAM**

Bidder shall be required to comply with the CCRTA's Disadvantaged Business Enterprise Program. The CCRTA goal for DBE participation with this contract is 3%. Bidders are required to complete DBE Participation Form Schedules A-C (Appendix G) and return it with the certification forms in an envelope along with the separately **sealed** Price Schedule. A "*good faith*" effort to include DBE participation is required and should be listed. If a firm is unable to provide any

DBE participation, the form must still be completed documenting "None" in the proper space and sending "*good faith*" effort *documentation* with the form. Please refer to the "Special Provisions Concerning DBEs" contained in this IFB for more information.

**15. Lessons Learned from Phases I & II – Contractor Directives**

**15.1.** Contractors shall provide a better effort in clean-up at each site after concrete work is complete and formwork removed. The contractor should write this directive into General Notes and acknowledge as a line item in the contract. Use sandy loam and not large, excavated clay.

**15.2.** Contractors shall provide a preliminary schedule of work at the Pre-Construction meeting how they intend to implement work through completion. Contractors will be required to update this schedule on a monthly basis and send to AG/CM with pay application.

**15.3.** Contractors shall provide a list of stops requesting CCRTA to remove shelters, trashcans, signs, etc. with two weeks lead time of the work. This list should show order and approximate date when removal is required.

**15.4.** Contractors shall provide Applications for Payment with quantitative breakdown of work at each stop for that month. This will be field verified with the Construction Manager as a mandatory requirement for payment.

**16.** Contractors shall not receive payment for individual sites until final completion has been achieved including restoration and cleanup.

**17.** If the right of way goes into private property, the Construction Manager will determine if a survey is needed. Any bus stops that seem to encroach on private property will be adjusted to the City ROW.

**18.** If there are duplications of sites between zones that were not identified beforehand, then the Construction Manager and the CCRTA will determine what is to be done if that situation occurs.

**19. BONDING.**

**19.1.** A bid guarantee is required from each bidder equivalent to **five percent** of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of its bid, execute such contractual documents as may be required within the time specified.

**19.2.** A payment bond is required on the part of Contractor for 100 percent of the Contract price. A "payment bond" is one executed in connection with a

contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the Contract.

**19.3** For contracts exceeding \$100,000, a performance bond is required on the part of Contractor for 100 percent of the Contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all Contractor's obligations under such Contract.

**19.4** All of the above-mentioned bonds shall be issued by a surety company licensed to do business in Texas acceptable to the CCRTA. The attorney-in-fact who executed the bond on behalf of the surety shall affix to the bond an original or certified current copy of his or her power of attorney, indicating the monetary limit of such power.

## **SPECIAL CONDITIONS**

### **1.0 EXISTING UTILITIES AND MAINTENANCE OF SERVICES**

**1.1** Contractor shall take all precautions in protecting existing utilities, both above and below ground. If the Contractor encounters utility services along the line of this work, it shall be their responsibility to maintain the services in continuous operation at the Contractor's expense. Repairs and all labor and materials connected with maintaining services in operation are considered subsidiary. Therefore, no separate or direct payment will be made.

**1.2** The location of the underground utilities at each site is unknown. The Contractor shall be responsible for verifying the exact location of utilities prior to any construction. To locate utilities, call in advance to the Texas One Call System at 1-800-245-4545 and Lone Star notification at 1-800-669-8344.

**1.3** Contractor shall preserve in operating condition all active utilities traversing or adjoining the construction site. Utilities or appurtenances, driveways, drainage structures, roadways, or other improvements that are damaged by the Contractor shall be replaced to original condition at no cost to the CCRTA.

### **2.0 TEMPORARY UTILITIES**

**2.1** WATER: The responsibility shall be upon the Contractor to provide and maintain, at his/her expense, an adequate supply of water for his/her use for construction and domestic consumption, and to install and maintain necessary supply connections and piping for same, but only at such locations and in such manner as may be approved by the CCRTA. Before final acceptance, temporary connections and piping installed by the Contractor shall be removed in a manner satisfactory to the CCRTA.

**2.2** ELECTRICAL: All electric current required by the Contractor shall be furnished by the Contractor. All temporary connections for electricity shall be subject to approval of the CCRTA. All temporary lines will be furnished, installed, connected, and maintained by the Contractor in a workmanlike manner satisfactory to the CCRTA and in compliance with the requirements of the National Electrical Code and all local ordinances. They shall be removed by the Contractor in like manner at his/her expense prior to completion of the construction.

### **3.0 WORKMANSHIP AND QUALITY OF MATERIALS**

Workmanship shall be of the highest quality and shall be performed by workers skilled in their trade. Articles, materials, and equipment to be incorporated into the



work under this Contract shall be new and unused.

#### **4.0 MATERIALS TESTING**

The CCRTA shall supply and pay the services of an independent testing laboratory to make any test necessary under these specifications. Retesting required by failure to pass the Contractor shall pay for initial testing. The CCRTA's Project Manager and the Contractor's supervisor shall coordinate testing.

#### **5.0 CONTRACTOR USE OF THE PREMISES**

**5.1** Careful staging of the construction must be planned by the Contractor to insure safety of CCRTA bus passengers.

**5.2** Unimpeded access and visibility shall be maintained to fire hydrants, police boxes, traffic control devices, and similar terms.

**5.3** Contractor shall protect adjacent property from damage due to the progress of work. Contractor shall practice good housekeeping at the site. Any damage to public or private property adjacent to the work shall be repaired or replaced by the Contractor at their expense.

**5.4** Upon completion of the work and before acceptance and final payment, Contractor shall remove rubbish, unused materials, and temporary structures from the limits of the project and restore, in a manner acceptable to the CCRTA, all property both public and private that has been damaged during the execution of the work. Contractor shall level and grade all portions of the work where the surface of the natural ground or street surface has been disturbed during construction and shall leave the site of the work in a neat and presentable condition, free from ruts or holes.

#### **6.0 ACCESS TO THE WORK AND INSPECTIONS**

Contractor shall obtain the CCRTA Project Manager's approval at least 24 hours before work is started at the location so arrangements can be made to relocate bus passengers.

The Contractor shall provide for access to the work at all times for the CCRTA and its authorized representatives. He/she shall provide facilities for proper inspection by the above persons and shall exclude no portion of the work from such inspection.

#### **7.0 PERMITS**

**7.1** In the execution of the work, Contractor shall comply with all permit conditions and lawful instructions and requirements of the federal and state agencies having jurisdiction in the areas involved. Such permit conditions and lawful instructions addressed to the CCRTA that relate to the construction work included in the Contract

shall be complied with.

**7.2** The Contractor shall be responsible for obtaining any and all permits required in the locations where the improvements are being constructed and the cost for such permits, if any, shall be borne by the Contractor. The Contractor shall also call upon the proper authorities for compliance inspections and assume the fees for same.

**7.3** City permits are to be obtained at Engineering Traffic Div. Raymond Chong 826-3500, if required.

- **Traffic Control Plan City's Permit**
- **Public Right-of-Way Blockage City's permit**

## **8.0 COOPERATION WITH OTHER AGENCIES**

Contractor shall cooperate with all public and private agencies and utilities operating within the limits of each project site. Contractor shall provide 48-hour notice to any applicable agency when work is anticipated to proceed in the vicinity of any facility or affected utility. The Contractor shall make necessary arrangements with the Owner for access and storage provisions at each site. For the Contractors convenience, the following telephone numbers are listed:

CCRTA (Project Manager)	289-2712
Traffic Engineer, City of CC	826-3500
Water Division	826-2489
Wastewater Services Division	826-2489
Gas Division	826-2489
Southwestern Bell	828-5127
Texas Department of Transportation	808-2384
Line Locate	811

## **9.0 CONSTRUCTION STAKING**

Field staking for construction shall be the Contractor's responsibility. In addition, all alignments shown on the construction drawings are based on information obtained from another sources and the Contractor may expect to find slight variances during construction. No separate or direct payment will be made for adjustments of these variances. During the construction period, the Project Manager may review the alignment of construction items and have the opportunity to make minor modifications as may be determined in the field prior to excavation or concrete pouring to ensure the avoidance of conflicts with existing structures.

## **10.0 DISPOSAL/SALVAGE OF MATERIALS**

Unwanted material shall become the property of the Contractor who shall remove it from the site within twenty-four (24) hours. The cost of hauling shall be considered subsidiary to the bid items of this Contract; and therefore, no separate or direct payment shall be made. All access material excavated from the site shall be removed and disposed of immediately by the Contractor. Liquidated damages shall be assessed at \$50 per day for each day that the material is left at the site.

## **11.0 ACCIDENT PREVENTION**

**11.1** Contractor shall comply with all of the CCRTA's safety regulations and shall observe the requirements of the Occupational Safety and Health Act. Contractor shall comply with all procedures prescribed by the CCRTA for control and safety of persons visiting the job site. It is the Contractor's responsibility to take whatever steps necessary to ensure the safety of individuals working on or visiting the site.

**11.2** The CCRTA calls the Contractor's attention to the necessity for its proper storage, use and disposal of all materials, proper use and storage of tools and devices, and proper control of construction procedures to assure the health and safety of workers and of others having access to the job site. It is the Contractor's responsibility to obtain from the manufacturers, sellers, and/or distributors of materials, tools, and devices all requirements for proper and safe usage, storage, and disposal and to follow these requirements and recommendations carefully. Particular attention is called to the use of paints, thinners, solvents, caulking and patching materials, chemical grouts, and surface treatment materials.

## **12.0 GUARANTY**

**12.1** Neither the final certificate of payment or occupancy of the premises by the CCRTA shall constitute an acceptance of the work not done in accordance with the project documents or relieve the Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in materials or workmanship that shall appear within a period of one year from the date of final acceptance of the work.

**13.0 TRAFFIC CONTROL PLAN:** The Contractor shall comply with the City of Corpus Christi's Uniform Barricading Standards and Practices as adopted by the City. Copies of this document are available through the City's Traffic Engineering Division. The Contractor is responsible for preparing a Traffic Control Plan for the site and for securing the City's approval of this plan. To obtain the City's permit, submit the Traffic Control Plan to the City's Traffic Engineering Division, attention Raymond Chong, Tel. 826-3500. The cost for the Traffic Control shall be covered under the Traffic Control Allowance, see allowances; item 16. The Contractor is responsible for ensuring the safety of the pedestrians and all vehicular traffic from construction-related activities during the course of this project. **No construction shall commence without**

the City's approved traffic control plan in place.

**14.0 SPRINKLER SYSTEM:** THE EXACT LOCATION OF EXISTING SPRINKLER SYSTEMS AT EACH SITE IS UNKNOWN. The exact location shall be determined by the Contractor prior to any excavation and he/she shall assume the cost for any damages caused to existing sprinkler systems due to negligence. Whenever a sprinkler system is present at the construction site, the Contractor shall be responsible for rerouting the system as necessary using a Sprinkler Company selected by the affected Owner or the CCRTA. Cost for sprinkler system rerouting due to construction improvements shall be covered as part of the Betterment Fund Allowance.

**15.0 ALLOWANCES:** A maximum Betterment Fund allowance of Thirty Thousand Dollars (\$30,000) has been set aside to cover misc. Items, including irrigation lines. BIDDERS should include the Betterment Fund allowance in their bid price. A maximum Traffic Control Plan allowance of Forty Thousand Dollars (\$40,000) has been set aside. BIDDERS should include the Traffic Control Plan allowance in their bid price. Receipts for these items should be submitted to the Project Manager in order to be reimbursed. The Contractor will only be paid for actual expenses incurred. A final change order will be issued at the completion of the project to adjust this item and the Contract to the actual cost.

**16.0 DEFINITION OF BID ITEMS:** In completing his/her Price Schedule, the CONTRACTOR will make sure to allow in the unit price enough cost to cover the work outlined as follows:

**New Ramp Section:** Shall include, but is not limited to, the following items:

- \* Staking of lines and grades
- \* Excavation/base preparation
- \* Placing sand bedding
- \* Providing and placing steel reinforcing
- \* Doweling into existing concrete
- \* Construction of expansion/control joints
- \* Providing, placing and removing formwork
- \* Providing, placing, finishing, and curing concrete
- \* Disposing of excess materials and site clean-up
- \* Backfill and slope accordingly
- \* Return area to original condition using seeding and sod as necessary
- \* 6" curb as shown in the details
- \* Composite Cast In Place Tile Detectable Warning as shown on plan
- \* Adjusting conflicting utilities and valve boxes
- \* Relocating signs as needed

**New Landing Section:** Shall include, but is not limited to, the following items:

- \* Staking of lines and grades
- \* Excavation/base preparation

- \* Placing sand bedding
- \* Providing and placing steel reinforcing
- \* Doweling into existing concrete
- \* Construction of expansion/control joints
- \* Providing, placing and removing formwork
- \* Providing, placing, finishing, and curing concrete
- \* Disposing of excess materials and site clean-up
- \* Backfill and slope accordingly
- \* Return area to original condition using seeding and sod as necessary
- \* 6" curb as shown in the details
- \* Composite Cast In Place Tile Detectable Warning as shown on plan
- \* Adjusting conflicting utilities and valve boxes
- \* Relocating signs as needed
- \* Expansion Joints
- \* Control Joins

**Concrete Shelter Pad:** Shall include, but is not limited to, the following items:

- \* Staking of lines and grades
- \* Excavation/base preparation, including grade beams
- \* Placing sand bedding
- \* Providing and placing steel reinforcing
- \* Doweling into existing concrete
- \* Construction of expansion/control joints
- \* Providing, placing and removing formwork
- \* Providing, placing, finishing, and curing concrete
- \* Disposing of excess materials and site clean-up
- \* Return area to original condition using seeding and sod as necessary
- \* Backfill and slope accordingly
- \* Adjusting conflicting utilities and valve boxes
- \* Relocating signs as needed

**New Concrete Sidewalk:** Shall include, but is not limited to, the following items:

- \* Staking of lines and grades
- \* Excavation/base preparation
- \* Sand bedding
- \* Providing and placing steel reinforcement
- \* Doweling into existing concrete
- \* Providing, placing and removing formwork
- \* Providing, placing, finishing, and curing concrete
- \* Disposing of excess materials and site clean-up
- \* Backfill and slope accordingly
- \* Return area to original condition using seeding and sod as necessary
- \* Adjusting conflicting utilities and valve boxes
- \* Relocating signs as needed

- \* Expansion Joints
- \* Control Joints

**New Curb and Gutter:** Shall include, but is not limited to, the following items:

- \* Staking of lines and grades
- \* Excavation/base preparation
- \* Providing and placing steel reinforcement
- \* Doweling into existing concrete
- \* Providing, placing and removing formwork
- \* Providing, placing, finishing, and curing concrete
- \* Disposing of excess materials and site clean-up
- \* Backfill and slope accordingly
- \* Provide proper slope to prevent ponding
- \* Return area to original condition using seeding and sod as necessary
- \* Adjusting conflicting utilities and valve boxes
- \* Relocating signs as needed
- \* Expansion Joints
- \* Control Joints

**Demolition of Existing Sidewalk:** Shall include, but is not limited to, the following items:

- \* Removing and disposing of existing concrete sidewalk
- \* Removing and disposing of existing 2x2 foundations
- \* Protect surroundings
- \* If sidewalk is not reconstructed, backfill and re vegetated using seeding and sod

**Demolition of Existing Curb and Gutter:** Shall include, but is not limited to, the following items:

- \* Removing and disposing of existing concrete curb and gutter
- \* Protect surroundings

**Saw Cut Concrete Pavement (Full Depth):** Shall include, but is not limited to, the following items:

- \* Saw cutting concrete pavement and steel reinforcement to full depth

**Saw Cut Asphalt Pavement (Full Depth):** Shall include, but is not limited to, the following items:

- \* Saw cutting asphalt pavement and steel reinforcement to full depth

**Asphalt Pavement Repair:** Shall include, but is not limited to, the following items:

- \* Demolition and disposal of existing asphalt and base material
- \* Disposing of excess materials and site clean-up
- \* Excavation/base preparation
- \* Provide material and construct new base
- \* Providing and install 6" Type C Asphalt.

**Type "C" Thermo Plastic Cross Walk Striping and Stop Bar (12" Wide):** Shall include, but is not limited to, the following items:

- \* Type "C" thermo plastic Traffic marking paint
- \* Traffic Control Plan

**Type "C" Thermo Plastic Cross Walk Striping and Stop Bar (24" Wide):** Shall include, but is not limited to, the following items:

- \* Type "C" thermo plastic Traffic marking paint
- \* Traffic Control Plan

**New 6" Header Curb:** Shall include, but is not limited to, the following items:

- \* Staking of lines and grades
- \* Excavation/base preparation
- \* Providing and placing steel reinforcement
- \* Doweling into existing concrete
- \* Providing, placing and removing formwork
- \* Providing, placing, finishing, and curing concrete
- \* Disposing of excess materials and site clean-up
- \* Backfill and slope accordingly
- \* Provide proper slope to prevent ponding
- \* Return area to original condition using seeding and sod as necessary
- \* Expansion Joints
- \* Control Joins

**Relocating Existing Bus Stop Sign:** Shall include, but is not limited to, the following items:

- \* Removing and disposing of existing concrete pier
- \* Fill and compact existing location
- \* Reinstall to the same height, level as specified in the details

**New 12" Header Curb/Wall:** Shall include, but is not limited to, the following items:

- \* Staking of lines and grades
- \* Excavation/base preparation
- \* Providing and placing steel reinforcement

- \* Doweling into existing concrete
- \* Providing, placing and removing formwork
- \* Providing, placing, finishing, and curing concrete
- \* Disposing of excess materials and site clean-up
- \* Backfill and slope accordingly
- \* Provide proper slope to prevent ponding
- \* Return area to original condition using seeding and sod as necessary
- \* Expansion Joints
- \* Control Joins

**Demolition of Existing 6" Header Curb:** Shall include, but is not limited to, the following items:

- \* Removing and disposing of existing concrete curb
- \* Protect surroundings

**Bus Stop Striping:** Shall include, but is not limited to, the following items.

- \* Traffic marking paint (Max 60')
- \* Traffic Control Plan

\*\*\*\*\* END OF SECTION \*\*\*\*\*



**THE  
TECHNICAL SPECIFICATIONS, and  
CONSTRUCTION DRAWINGS FOR  
RFP NO. 2017-FC-04  
BUS STOP IMPROVEMENTS PHASE VI ZONES 1-3**

**Can be downloaded from the CCRTA web site at:**

**[www.ccrta.org/news-opportunities/business-with-us/](http://www.ccrta.org/news-opportunities/business-with-us/)**

# **WAGE RATES**

# WAGE RATES

General Decision Number: TX170040 01/06/2017 TX40

Superseded General Decision Number: TX20160040

State: Texas

Construction Type: Highway

Counties: Aransas, Calhoun, Goliad, Nueces and San Patricio  
Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/06/2017

\* SUTX2011-010 08/08/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)...	\$ 12.64	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 10.69	
Structures.....	\$ 13.61	

LABORER

Asphalt Raker.....	\$ 11.67
Flagger.....	\$ 8.81
Laborer, Common.....	\$ 10.25
Laborer, Utility.....	\$ 11.23
Pipelay.....	\$ 11.17
Work Zone Barricade Servicer.....	\$ 11.51
PAINTER (Structures).....	\$ 21.29
POWER EQUIPMENT OPERATOR:	
Asphalt Distributor.....	\$ 14.25
Asphalt Paving Machine.....	\$ 13.44
Mechanic.....	\$ 17.00
Motor Grader, Fine Grade....	\$ 17.74
Motor Grader, Rough.....	\$ 16.85
TRUCK DRIVER	
Lowboy-Float.....	\$ 16.62
Single Axle.....	\$ 11.61

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

## Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

## **STANDARD SERVICE TERMS AND CONDITIONS**

### 1. **SERVICE STANDARDS.**

Contractor shall perform all work set forth in the specifications in a “first class” manner, consistent with all applicable regulations and industry standards. All work shall be performed to the reasonable satisfaction of the CCRTA, and any defective or substandard performance shall be promptly remedied.

### 2. **INVOICES AND PAYMENTS.**

Contractor shall submit **separate invoices, in duplicate, on a monthly basis or as otherwise specified in the contract documents to CCRTA, Attn: Accounts Payable, 602 N. Staples Street, Corpus Christi, Texas 78401. Invoices shall indicate the contract number and shall be itemized in accordance with the different components of work set forth in the Price Schedule.** Payment shall not be due until thirty (30) days after the date the above instruments are submitted or the work is actually performed, whichever is later. In the event payment has not been made by the due date, Contractor shall submit a reminder invoice marked “overdue.” The CCRTA reserves the right to review all of Contractor’s invoices after payment and recover any overcharges resulting from such review.

### 3. **TOOLS, EQUIPMENT AND SUPPLIES.**

Contractor shall provide such tools, equipment, supplies, materials, employees, management, and any other items or services as may be necessary in order to enable Contractor to provide the services required under the terms of this Contract.

### 4. **ESTIMATED QUANTITIES.**

The estimated quantities for services, supplies or work to be performed noted in the Price Schedule are approximate. These quantities are to be used only for the comparison of bids and the award of this Contract and are based on past and projected usage. Contractor agrees and understands that the actual quantities to be utilized are within the sole and absolute discretion of the CCRTA. Should the actual quantities be greater or lesser than the estimates contained in the Price Schedule, Contractor agrees that, regardless of the amount of such variance, it shall not be the basis for deviating from the quoted unit prices. Further, Contractor agrees to honor quoted unit prices for the duration of this Contract.



5. LIABILITY INSURANCE COVERAGE.

Contractor shall maintain at all times during the term of this Contract at its sole cost and expense each of the following insurance coverages listed below having policy limits not less than the dollar amounts set forth:

Commercial general liability insurance with minimum policy limits of \$1,000,000.

(In the event motor vehicles will be used by Contractor to perform the services specified) Automobile liability insurance with a combined single limit of \$1,000,000.

Contractual liability insurance covering Contractors' indemnification obligations contained in this Contract.

Each of such insurance policies shall be issued by insurance companies licensed to do business in the State of Texas and rated A- or better by the A. M. Best insurance rating guide. Each such policy shall name the CCRTA as an additional insured, and a certificate of insurance evidencing such coverages shall be furnished to the CCRTA prior to the commencement of work and maintained throughout the term of the Contract. Such insurance policies shall not be cancelled, materially changed, or not renewed, without thirty (30) days' prior written notice to the CCRTA, and the certificate of such insurance coverage shall reflect the foregoing cancellation provision. Copies of the insurance policies shall be promptly furnished to the CCRTA upon its written request after award of contract.

6. WORKERS' COMPENSATION.

Contractor shall maintain at all times during the term of this Contract at its sole cost and expense workers' compensation as required by statute and employer's liability insurance with policy limits of \$300,000 containing a waiver of subrogation endorsement waiving any right of recovery under subrogation or otherwise against the CCRTA.

(In the event this Contract covers construction services, Section 6.1 through 6.11 shall apply.)

6.1 The following definitions shall apply:

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until Contractor’s work on the project has been completed and accepted by the CCRTA.

Persons providing services on the project (“subcontractor” in §406.096) – includes all persons or entities performing all or part of the services Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. “Services” includes, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

6.2 Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of Contractor providing services on the project, for the duration of the project.

6.3 Contractor shall provide a certificate of coverage to the CCRTA prior to being awarded the contract.

6.4 If the coverage period shown on Contractor’s current certificate of coverage ends during the duration of the project, Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the CCRTA showing that coverage has been extended.

6.5 Contractor shall obtain from each person providing services on a project and furnish CCRTA:

6.5.1 a certificate of coverage, prior to that person beginning work on the project, so the CCRTA will have on file certificates of coverage showing coverage for all persons providing services on the project; and

6.5.2 no later than seven days after receipt by Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

6.6 Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

6.7 Contractor shall notify the CCRTA in writing by certified mail or personal delivery, within 10 days after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

6.8 Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

6.9 Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

6.9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all of its employees providing services on the project, for the duration of the project;

6.9.2 provide to Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

6.9.3 provide Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

6.9.4 obtain from each other person with whom it contracts, and provide to Contractor:

a certificate of coverage, prior to the other person beginning work on the project; and

a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

6.9.5 retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6.9.6 notify the CCRTA in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any

change that materially affects the provision of coverage of any person providing services on the project; and

6.9.7 contractually require each person with whom it contracts, to perform as required by this subsection, with the certificates of coverage to be provided to the person for whom they are providing services.

6.10 By signing this Contract or providing a certificate of coverage, Contractor is representing to the CCRTA that all employees of Contractor who will provide service on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

6.11 Contractor's failure to comply with any of these provisions is a breach of contract by Contractor which entitles the CCRTA to declare the Contract void if Contractor does not remedy the breach within 10 days after receipt of notice of breach from the CCRTA.

## 7. INDEMNIFICATION.

Contractor shall indemnify and hold harmless the CCRTA, its officers, employees, agents, attorneys, representatives, successors and assigns from any and all claims, demands, costs, expenses (including attorney's fees and expert witness fees), liabilities and losses of whatsoever kind or character arising out of or in connection with any act or omission of Contractor or its officers, employees or agents, during the term of this Contract. Contractor shall assume on behalf of the CCRTA and the indemnified parties described above, and conduct with due diligence and in good faith, the defense of any and all such claims, whether or not the CCRTA is joined therein, even if such claims be groundless, false or fraudulent.

## 8. INDEPENDENT CONTRACTOR.

At all times during the term of this Contract, Contractor shall be an independent contractor to the CCRTA, and Contractor shall not in any event be deemed an employee or other representative of the CCRTA. Any persons employed by Contractor shall at all times hereunder be deemed to be the employees of Contractor, and Contractor shall be solely liable for the payment of all wages and other benefits made available to such employees in connection with their employ. Contractor shall remain solely responsible for the supervision and performance of any such employees in completing its obligations under this Contract. Contractor warrants that any such employees shall be fully covered

by workers' compensation insurance and that each of such employees has been carefully screened as to character and fitness for the performance of his or her job.

9. ASSIGNMENT.

Contractor shall not assign or subcontract any of its rights, duties or obligations under this Contract without prior written consent of the CCRTA. Contractor shall be entitled to assign, pledge or encumber its right to receive payments under this Contract pursuant to security interests created in conformity with the Uniform Commercial Code so long as the CCRTA shall never be obligated to negotiate with any such third party in respect to compliance with the terms and conditions of this Contract. Any such assignment, pledge or encumbrance shall be limited by any rights of offset by the CCRTA for damages or claims arising under this Contract or any other obligation owed by Contractor to the CCRTA.

10. AMENDMENTS.

No amendments, modifications or other changes to this Contract shall be valid or effective absent the written agreement of both parties hereto.

11. TERMINATION.

The CCRTA shall have the right to terminate for default all or any part of its Contract if Contractor breaches any of the terms hereof or if Contractor becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the CCRTA may have in law or equity, specifically including, but not limited to, the right to sue for damages or demand specific performance. The CCRTA additionally has the right to terminate this Contract without cause by delivery to Contractor of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

12. ADVERTISING.

Contractor shall not advertise or publish, without the CCRTA's prior consent, the fact that it has entered into this Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local authorities.

13. GRATUITIES.

No gratuities in the form of entertainment, gifts, or otherwise, shall be offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the CCRTA with a view toward securing a contract or securing favorable treatment with respect to a contract.

14. EQUAL OPPORTUNITY.

Contractor agrees that during the performance of this Contract it will:

14.1 Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age or handicap.

14.2 Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or requests.

Contractor shall be advised of any complaints filed with the CCRTA alleging that Contractor is not an equal opportunity employer. The CCRTA reserves the right to consider such complaints in determining whether or not to terminate any portion of this Contract for which the services have not yet been performed; however, Contractor is specifically advised that no equal opportunity employment complaint will be the basis for denial of payment for any services already completed.

15. ENFORCEABILITY.

This Contract shall be interpreted, construed, and governed by the laws of the United States and the State of Texas and shall be enforceable in any state court of competent jurisdiction in Nueces County, Texas. Contractor shall comply with all applicable laws and regulations in performing under this contract.

16. NOTICES.

Notices shall be given to the parties by delivering or mailing such notice to the addresses set forth in the Contract documents, or at such other addresses as the parties may designate to each other in writing.

17. INTERPRETATION.

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting party has knowledge of the performance and opportunity for objection.

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## **FEDERAL SUPPLEMENTAL CONDITIONS (CONSTRUCTION CONTRACTS)**

As used in these Supplemental Conditions, the term "CCRTA" shall refer to the Corpus Christi Regional Transportation Authority in Corpus Christi, Texas, the term "Contractor" shall refer to the contractor named in the Contract to which these Supplemental Conditions are attached, and the term "FTA" shall refer to the Federal Transit Administration

### **1. FLY AMERICA REQUIREMENTS**

The Fly America requirements apply to all contracts greater than \$2,500, which include 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.

The Contractor shall comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and sub-recipients 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 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 shall include the requirements of this section in all subcontractors that may involve international air transportation.

### **2. BUY AMERICA REQUIREMENTS**

The Buy America requirements apply to the following types of Contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000)

The Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the U.S. for 15 passenger vans and 15 passenger wagons produced by Chrysler Corp., software, microcomputer equipment and small purchased (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be manufactured in the U.S. and have a minimum 60% domestic content. A bidder shall submit appropriate Buy America certification to CCRTA (herein attached) with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

### 3. CHARTER BUS REQUIREMENTS

The Charter Bus requirements apply to the following type of Contract: Operational Service Contracts greater than \$2,500)

The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which states that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

### 4. SCHOOL BUS REQUIREMENTS

The School Bus requirements apply to the following type of Contract: Operational Service Contracts greater than \$2,500.

Pursuant to 69 U.S.C. 5323(f) and 49 CFR 605, recipients and sub-recipients of FTA assistance will not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients will not use federally funded equipment, vehicles, or facilities. Contractor agrees to comply with 49 U.S.C. 5323(f) and 49 CFR Part 605, which provides that contractors and subcontractors of FTA assistance (including Contractor) may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When and if operating exclusive school bus service under an allowable exemption, Contractor may not use federally funded equipment, vehicles, or facilities.

### 5. CARGO PREFERENCE – Use of United States Flag Vessels

The Cargo Preference requirements apply to all Contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

The Contractor shall:

- a) Use privately owned U.S.-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for U.S.-flag commercial vessels.
- b) Furnish within 20 working days following the loading date of shipments originating within the U.S. or within 30 working days following the loading date of shipments originating outside the U.S., a legible copy of a rated "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590 and CCRTA.
- c) Include these requirements in all subcontracts issued pursuant to the Contract when the subcontract involves the transport of equipment, material, or commodities by ocean vessel.

## 6. SEISMIC SAFETY REQUIREMENTS

The Seismic Safety requirements apply to Contracts for the construction of new buildings or additions to existing buildings which are greater than \$2,500.

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

## 7. ENERGY CONSERVATION

The Energy Conservation requirements are applicable to all Contracts except micro-purchases.

The Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

## 8. CLEAN WATER ACT

The Clean Water Act requirements apply to each Contract and subcontract which exceeds \$100,000.

The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor shall report each violation to the CCRTA and understands and agrees that the CCRTA shall in turn, report each violation as required to FTA and the appropriate EPA Regional Office. The Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

## 9. BUS TESTING

The Bus Testing requirements are applicable to all Rolling Stock/Turnkey Contracts.

The Contractor [manufacturer] shall comply with 49 U.S.C. A5323(c) and FTA's implementing regulation 49 CFR 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to CCRTA prior to CCRTA's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to CCRTA prior to CCRTA's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

- 4) If the manufacturer represents that the vehicle is “grandfathered” (has been used in mass transit service in the U.S. before Oct. 1, 1998, and is currently begin produced without a major change in configuration or components), the manufacturer shall provide the name and address to CCRTA of such a vehicle and the details of that vehicle’s configuration and major components.

## 10. PRE-AWARD & POST-DELIVERY AUDIT REQUIREMENTS

The Pre-Award & Post-Delivery Audit requirements are applicable to Rolling Stock/Turnkey Contracts.

The Contractor shall comply with 49 U.S.C. 5323(l) and FTA’s implementing regulation 49 CFR 663 and submit the following certifications:

- 1) Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If Contractor certifies compliance with Buy America, it shall submit documentation listing (1) component and sub-component parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and (2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- 2) Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- 3) Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit (1) Manufacturer’s FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or (2) manufacturer’s certified statement that the buses will not be subject to FMVSS regulations.

## 11. LOBBYING

The Lobbying requirements are applicable to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service, Contract/Operational Service, Contract/Turnkey contracts greater than \$100,000.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. §1601, et seq.]

The Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such

disclosures are forwarded from tier to tier up to the recipient. No funds provided under this Contract may be used in any way for influencing or attempting to influence in any manner an officer or employee of any agency, state or local legislatures, a Member of Congress or their employees, or an officer or employee of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such activities, Contractor or any subcontractor at any tier of a project expending such funds shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions. Contractor shall comply with requirements of "New Restrictions on Lobbying": Certification and Disclosure Requirements imposed by 49 C.F.R. Part 20.

## 12. ACCESS TO RECORDS AND REPORTS

The Access to Records and Reports requirements are applicable to contracts exceeding \$2,500.

The following access to records requirements apply to this Contract:

- 1) Where the Purchaser is not a State but a local government and is an FTA recipient or a sub-grantee of FTA recipient in accordance with 49 CFR 18.36(i), the Contractor shall provide the Purchaser, the FTA, the U.S Comptroller General or their authorized representatives access to any books, documents, papers, and Contractor records which are pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to the Contractor's records and construction sites pertaining to a capital project, defined at 49 U.S.C. 5302(a)1, which is receiving FTA assistance through the programs described at 49 U.S.C. 5307, 5309, or 5311.
- 2) When the Purchaser is a State and is an FTA recipient or a sub-grantee of FTA recipient in accordance with 49 CFR 633.17, the Contractor shall provide the Purchaser, authorized FTA representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a capital project, defined at 49 U.S.C. 5302(a)(1), which receives FTA assistance through the programs described at 49 U.S.C. 5307, 5309, or 5311. By definition, a 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 an FTA recipient or a sub-grantee of FTA recipient in accordance with 49 CFR 19.48, the Contractor shall provide the Purchaser, the FTA, the U.S. Comptroller General or their authorized representatives, 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 a Purchaser which is an FTA recipient or a sub-grantee of 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 U.S. DOT and the U.S. Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

- 5) The Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 6) The Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Contractor agrees to maintain same until the CCRTA, FTA Administrator, U.S. Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. [49 CFR 18.39(i)(11)] FTA does not require the inclusion of these requirements in subcontracts.

### 13. FEDERAL CHANGES

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

### 14. BONDING

The Bonding requirements apply to Construction or Facility Improvement Contracts or subcontracts exceeding \$100,000.

- a. A bid guarantee is required from each bidder equivalent to five (5) percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of its bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the Contractor for 100 percent of the Contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all Contractor's obligations under such Contract.
- c. A payment bond is required on the part of Contractor for 100 percent of the Contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the Contract. Payment bond amounts required from the Contractors are as follows:
  - 1) 50% of the contract price if the contract price is not more than \$1 million;
  - 2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
  - 3) \$2.5 million if the contract price is more than \$5 million
- d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has

established a procedure to assure that the interest of FTA is adequately protected. Any irrevocable letter of credit would also satisfy the requirement for a bond.

#### 15. BID BOND REQUIREMENTS

The Bid Bond requirements apply to Construction projects

- a) Bid Security – A Bid Bond must be issued by a fully qualified surety company acceptable to CCRTA and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.
- b) Rights Reserved – In submitting this Bid, it is understood and agreed by bidder that the right is reserved by CCRTA to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of 90 days subsequent to the opening of bids, without the written consent of CCRTA. It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within 90 days after the bid opening without the written consent of CCRTA, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of CCRTA's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor. It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by CCRTA as provided in General Instructions Section 19. Bonding shall prove inadequate to fully recompense CCRTA for the damages occasioned by default, then the undersigned bidder agrees to indemnify CCRTA and pay over to CCRTA the difference between the bid security and CCRTA's total damages, so as to make CCRTA whole. The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested will render the bid unresponsive.

#### 16. PERFORMANCE AND PAYMENT BONDING REQUIREMENTS

The Bid Bond requirements apply to Construction projects. The Contractor shall be required to obtain performance and payment bonds as follows:

- a) Performance Bonds:
  - 1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless CCRTA determines that a lesser amount would be adequate for the protection of the CCRTA.
  - 2. CCRTA may require additional performance bond protection when a Contract price is increased. The increase in protection shall generally equal 100 percent of the increase in Contract price. The CCRTA may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.



b) Payment Bonds:

1. The penal amount of the payment bonds shall equal:
  - (i) Fifty percent of the contract price if the contract price is not more than \$1 million;
  - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
  - (iii) Two and one half million if the contract price is more than \$5 million

17. PERFORMANCE AND PAYMENT BONDING REQUIREMENTS

The Performance and Payment Bonding requirements apply to Non-Construction projects. The Contractor may be required to obtain performance and payment bonds when necessary to protect the CCRTA's interest.

- a) The following situations may warrant a Performance Bond:
  1. CCRTA property or funds are to be provided to the Contractor for use in performing the Contract or as partial compensation (as in retention of salvaged material).
  2. A Contractor sells assets to or merges with another concern, and the CCRTA, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
  3. Substantial progress payments are made before delivery of end items starts.
  4. Contracts are for dismantling, demolition, or removal of improvements.
- b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:
  1. The penal amount of performance bonds shall be 100 percent of the original Contract price, unless CCRTA determines that a lesser amount would be adequate for the protection of the CCRTA.
  2. The CCRTA may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The CCRTA may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
- c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the CCRTA's interest.
- d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:
  1. The penal amount of payment bonds shall equal:
    - (i) Fifty percent of the contract price if the contract price is not more than \$1 million;
    - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and one half million if the contract price is increased.

#### 18. ADVANCE PAYMENT BONDING REQUIREMENTS

The Contractor may be required to obtain an advance payment bond if the Contract contains an advance payment provision and a performance bond is not furnished. The CCRTA shall determine the amount of the advance payment bond necessary to protect the CCRTA.

#### 19. PATENT INFRINGEMENT BONDING REQUIREMENTS (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The CCRTA shall determine the amount of the patent indemnity to protect the CCRTA.

#### 20. WARRANTY OF THE WORK AND MAINTENANCE BONDS

- 1) The Contractor warrants to CCRTA, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by CCRTA, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the Project Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- 2) The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by CCRTA and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to CCRTA. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to CCRTA written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of (1) year after Final Payment and shall be written in an amount equal to one hundred percent (100%) of the Contract sum, as adjusted (if at all).

#### 21. CLEAN AIR ACT

The Clean Air requirements apply to all Contracts exceeding \$100,000.

- 1) The Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq. The Contractor shall report each violation to CCRTA and understands and agrees that CCRTA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

- 2) The Contractor shall include these requirements in each sub-contract exceeding \$100,000 financed in whole or in part with FTA Assistance.

## 22. RECYCLED PRODUCTS

The Recycled Products requirements apply to all contracts over \$10,000 for items designated by the EPA.

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.

## 23. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

The Davis-Bacon and Copeland Anti-Kickback Acts requirements apply to Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting greater than \$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 the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between 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 C.F.R. Section 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classification and wage rates conformed under paragraph (1)(ii) of this section and the Davis-Bacon Poster (WH-1321), shall be posted at all times by 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 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.

(ii)(B) If 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, D.C. 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.

(ii)(C) In the event Contractor, 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.

(ii)(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 the 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, 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 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 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.

(v)(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.

(v)(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.

(v)(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 CCRTA 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, CCRTA, 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 C.F.R. Section 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship pro-grams 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 CCRTA for transmission to the FTA. 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 No. 029 005 00014 1), U.S. Government Printing Office, Washington, D.C. 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(ii)(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 the permissible deductions as set forth in Regulations 29 C.F.R. 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.

(ii)(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.

(ii)(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)(ii) of this section available for inspection, copying, or transcription by authorized representatives of the FTA 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 make them available, the FTA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or make such records available may be grounds for debarment action pursuant to 29 CFR Section 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 Contractor as to the entire workforce 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 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 journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a state apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees – Except as provided in 29 CFR Section 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 be 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 C.F.R. 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 the 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 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 Section 5.12(a)(1).
  - (ii) No part of the 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 Section 5.12(a)(1).
  - (iii) The penalty for making false statements is prescribed in the 18 U.S.C. Section 1001.

## 24. CONTRACT WORK HOURS & SAFETY STANDARDS ACT

The Contract Work Hours & Safety Standards Act requirement is applicable to all contracts over \$100,000

- 1) Overtime Requirements – No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of 40 hours in the work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such work week.
- 2) Violation; Liability for Unpaid Wages; Liquidated Damages – In the event of any violation of the clause set forth in paragraph (1) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 3) Withholding for Unpaid Wages and Liquidated Damages – The CCRTA shall upon its own action or upon written request of U.S. DOL withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4) Subcontracts – The Contractor or any subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

## 25. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

This section is applicable to all contracts exceeding \$2,500.

- 1) The CCRTA and the Contractor acknowledge and agrees that, notwithstanding any concurrence by the U.S. Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the U.S. Government, the U.S. Government is not a party to this Contract and shall

not be subject to any obligations or liabilities to CCRTA, the 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 FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## 26. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Program Fraud and False or Fraudulent Statements or Related Acts requirement is applicable to all contracts exceeding \$2,500.

- 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, submittal, or certification, the U.S. Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on the Contractor to the extent the U.S. Government deems appropriate.
- 2) If the Contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, to the U.S. Government under a contract connected with a project that is financed in whole or in part with FTA assistance 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 U.S. Government deems appropriate.
- 3) The Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## 27. TERMINATION

The termination requirements apply to all contracts exceeding \$10,000 with the exception of contracts with nonprofit organization and institutions of higher learning where the threshold is \$100,000.

- a) Termination for Convenience (General Provision) The CCRTA may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in the CCRTA'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. Contractor shall promptly submit its termination claim to CCRTA. If the Contractor is in possession of any of CCRTA's property, the contractor shall account for same, and dispose of it in as CCRTA directs.
- b) Termination for Default (Breach or Cause) (General Provision) If the Contractor does not deliver items in accordance with the Contract delivery schedule, or, if the Contract is for services, and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, the CCRTA may terminate this Contract for default. Termination shall be effected by serving a notice of termination to the Contractor setting forth the manner in which the Contractor is in default. The Contractor shall only be paid the Contractor price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the Contract. If it is later determined by the CCRTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood; events which are not the fault of or are beyond the control of the Contractor, the CCRTA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- c) Opportunity to Cure (General Provisions) The CCRTA in its sole discretion may, in the case of a termination for breach or default, allow the contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions if the Contractor fails to remedy to the CCRTA's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by the Contractor or written notice from the CCRTA setting forth the nature of said breach or default, the CCRTA corporation shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the CCRTA from also pursuing all available remedies against the Contractor and its sureties for said breach or default.
- d) Waiver of Remedies for any Breach In the event that CCRTA elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this Contract, such waiver by the CCRTA shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e) Termination for Convenience (This section applies to Professional or Transit Service contracts) The CCRTA, by written notice, may terminate this contract, in whole or in part, when it is in the CCRTA's interest. If the Contract is terminated, the CCRTA 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 (This section applies to Supplies and Service Contracts)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this Contract, the CCRTA may terminate this Contract for default. The CCRTA shall terminate by delivering to the Contractor a notice of termination specifying the nature of default. The Contractor shall 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 termination had been issued for the CCRTA's convenience.

g) Termination for Default (This section applies to Transportation Services Contracts)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the CCRTA may terminate this contract for default. The CCRTA shall terminate by delivering to the Contractor a notice of termination specifying the nature of default. The Contractor shall 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 CCRTA's goods, the Contractor shall, as directed by the CCRTA, protect and preserve the goods until surrendered to the CCRTA or its agent. The Contractor and CCRTA shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill the 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 termination had been issued for CCRTA's convenience.

h) Termination for Default (This section applies to Construction Contracts)

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, 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, the CCRTA may terminate this contract for default. The CCRTA shall terminate by delivering to the Contractor a notice of termination specifying the nature of default. In this event, the CCRTA 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 CCRTA 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 CCRTA in completing the work. The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

- 1) 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 CCRTA, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
  - 2) The Contractor, within ten (10) days from the beginning of any delay, notifies the CCRTA in writing of the causes of delay. If in the CCRTA's judgment, delay is excusable, the time for completing the work shall be extended. The CCRTA's judgment 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 termination had been issued for the CCRTA's convenience.
- i) Termination for Convenience or Default (This section applies to Architect and Engineering)

The CCRTA may terminate this Contract, in whole or in part, for CCRTA's convenience or because of the Contractor's failure to fulfill the contract obligations. CCRTA shall terminate by delivering to the Contractor a notice of termination specifying the nature, extent, and effective date of 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 CCRTA all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process. If termination is for the CCRTA's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for the Contractor's failure to fulfill the Contract obligations, CCRTA may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by CCRTA.

If, after termination for failure to fulfill the 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 termination had been issued for CCRTA's convenience.

j) Termination for Convenience or Default (This section applies to Cost-type Contracts)

CCRTA may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor, the notice shall state whether termination is for convenience of CCRTA or for default of the Contractor. If termination is for convenience of CCRTA, 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 CCRTA, or property supplied to the Contractor by CCRTA. If termination is for default, CCRTA may fix the fee, if the Contract provides for a fee, to be paid to 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 CCRTA and the parties shall negotiate the termination settlement to be paid to the Contractor. If termination is for the CCRTA's convenience, 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, CCRTA 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, the CCRTA, after setting up a new work schedule may allow the Contractor to continue work, or treat the termination as a termination for convenience

## 28. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The Government-wide Debarment and Suspension applies to contracts exceeding \$25,000.

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

The certification in this clause is a material representation of fact relied upon by CCRTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the CCRTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer

agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 29. CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all Contracts greater than \$2,500.

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:

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. Section 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.

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.

## 30. CIVIL RIGHTS REQUIREMENTS

Applicable to all Contracts greater than \$2,500. 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 (1975), as amended, 42 U.S.C. 6102, Section 202 of the Americans with Disabilities Act (1990), 42 U.S.C. 12132, and 49 U.S.C. 5332, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The Contractor shall also comply with applicable Federal implementing regulations and other 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 VI of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and 49 U.S.C. 5332, the Contractor shall comply with all applicable equal employment opportunity requirements of U.S. DOL, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, U.S. DOL, “ 41 CFR 60 et seq., (implementing 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), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. The Contractor shall 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 shall comply with any implementation requirements FTA may issue.

- b) Age - In accordance with Section 4 of the Age Discrimination in Employment Act (1967), as amended, 29 U.S.C. 623 and 49 U.S.C. 5332, the Contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.
  - c) Disabilities – In accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. 12112, the Contractor shall comply with the requirements of U.S. Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. The Contractor shall also comply with any implementing requirements FTA may issue.
- 3) The Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

### 31. BREACHES AND DISPUTE RESOLUTION

The Breaches and Dispute Resolution requirements applies to all contracts exceeding \$100,000.

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

Performance During Dispute – Unless otherwise directed by the CCRTA, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

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

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

### 32. PATENT AND RIGHTS DATA

Research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual or to purchases less than \$2,500.

A. Rights in Data – This following requirements apply to each contract involving experimental, developmental or research work:

- 1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, costs analyses, and similar information incidental to Contract administration.
- 2) The following restrictions apply to all subject data first produced in the performance of the Contract to which this attachment has been added:
  - a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution;

- b) In accordance with 49 C.F.R. Section 18.34 and 49 C.F.R. Section 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes." Means use only for the direct purposed of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
- i. Any subject data developed under that contract, whether or not a copyright has been obtained; and
  - ii. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.
- c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, development, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or the Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.
- d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or the Contractor of proprietary rights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that Contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability

arising out of the wrongful act of any employee, official, or agents of the Federal Government.

- e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
  - f) Data developed by the Purchaser or the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or the Contractor identifies that data in writing at the time of delivery of the contract work.
  - g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- 3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due to the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- 4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or in part with Federal assistance provided by FTA.
- B. Patent Rights – The following requirements apply to each Contract involving experimental, developmental, or research work:
- 1) General: If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, The Purchaser and the Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
  - 2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization,

institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

- 3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

### 33. TRANSIT EMPLOYEE PROTECTIVE PROVISIONS

The Transit Employee Protective Provisions apply to each Contract greater than \$2,500 for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.

- 1) The Contractor shall comply with applicable transit employee protective requirements as follows:
  - a) General Transit Employee Protective Requirements – To the extent that FTA determines that transit operations are involved, the Contractor shall carry out transit operations work on the underlying contract in compliance with terms and conditions determined by U.S. DOL to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 CFR 215, and any amendments thereto. These terms and conditions are identified in U.S. DOL's letter of certification to FTA applicable to the CCRT's project from which FTA assistance is provided to support work on the underlying contract. The Contractor shall carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any Contract financed with FTA assistance either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.
  - b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. 5310(a)(2) for Elderly Individuals & Individuals with Disabilities – If the Contract involves transit operations financed in whole or in part with FTA assistance authorized by 49 U.S.C. 5310(a)(2), and if U.S. DOT has determined or determines in the future that the employee protective requirements of 49 U.S.C. 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying Contract, the

Contractor shall carry out the Project in compliance with the terms and conditions determined by U.S. DOL to meet the requirements of 49 U.S.C. 5333(b), U.S. DOL guidelines at 29 CFR 2015, and any amendments thereto. These terms and conditions are identified in U.S. DOL's letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with the state. The Contractor shall perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

- c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. 5311 in Non-Urbanized Areas – If the Contract involves transit operations financed in whole or in part with FTA assistance authorized by 49 U.S.C. 5311, the Contractor shall comply with the terms and conditions of the Special Warranty for the Non-Urbanized Area Program agreed to by U.S. DOT and U.S. DOL, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto. (2) The Contractor shall also include any applicable requirements in each subcontract involving transit operations financed in whole or in part with FTA assistance.

34. DISADVANTAGED BUSINESS ENTERPRISES (DBEs) (Exclusive of transit vehicle purchases)

To the extent authorized by Federal law, CCRTA agrees to facilitate participation by Disadvantage Business Enterprises (DBE) in the Project and assures that each sub-recipient, lessee, and third party contractor at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable. Therefore:

- 1) CCRTA agrees and assures that it will comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. §101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs, "49 C.F.R, Part 26.
- 2) CCRTA agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any third party contract, or sub-agreement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and will comply with the requirements of 49 C.F.R. Part 26. CCRTA agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure non-discrimination in the award and administration of all third party contracts and sub-agreements supported with Federal assistance derived from U.S. DOT. As required by 49 U.S.C. Part 26 and approved by U.S. DOT, CCRTA's DBE program, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. CCRTA agrees that implementation of this program is a legal obligation, and that failure to carry out that DBE program shall be treated as a violation of the Grant

Agreement and Cooperative Agreement for the Project and the Master Agreement. Upon notification by U.S. DOT to CCRTA of its failure to implement its approved DBE program, U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. §1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§3801 et seq.

### 35. PROMPT PAYMENT MECHANISMS OF SUBCONTRACTORS

The Prompt Payment Mechanisms of Subcontractors applies to contracts involving subcontractors.

- 1) The Prime Contractor agrees to pay each subcontractor under this Contract for satisfactory performance of its Contract no later than thirty (30) days from the receipt of each payment the Prime Contract receives from the Naugatuck Valley Council of Governments. Any delay or postponement of payment from the above reference time frame may occur only for good cause following written approval of the Naugatuck Valley Council of Governments. This clause applies to both DBE and non-DBE subcontracts.
- 2) The Prime Contractor agrees to return retainage payments to each subcontractor within thirty (30) days after the subcontractors' work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Naugatuck Valley Council of Governments. This clause applies to both DBE and non-DBE subcontracts.

### 36. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

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

### 37. DRUG & ALCOHOL TESTING

The Drug & Alcohol Testing requirement applies to all Operation Service Contracts in excess of \$2,500.

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

- a) Drug-Free Workplace – U.S. DOT regulations, “Drug-Free Workplace Requirements (Grants),” 49 C.F.R. Part 29, Subpart F, as modified by 41 U.S.C. §§§§ 702 et seq.

- b) Alcohol Misuse and Drug Use – FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, “49 C.F.R. Part 655, to the extent applicable.

#### Other Federal Requirements

##### 1. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor shall comply with the requirements of 49 U.S.C. 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

##### 2. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture in compliance with Sec. 5206(e) of TEA-21, 23 U.S.C. 502, FHWA/FTA’s “Transportation Equity Act for the 21st Century; Interim Guidance on Conformity with the National Intelligent Transportation Systems (ITS) Architecture and Standards’ 63 Federal Register 70443 et seq. Dec. 21, 1998, and other subsequent Federal directives that may be issued.

##### 3. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

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

##### 4. NOTIFICATION OF FEDERAL PARTICIPATION

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

##### 5. INTEREST OF MEMBERS OR DELEGATE TO CONGRESS

No members of, or delegates to, the U.S. Congress shall be admitted to any share or part of this Contract nor to any benefit arising therefrom



#### 6. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If the Contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, CCRTA shall cancel, terminate, or suspend this Contract.

#### 7. OTHER CONTRACT REQUIREMENTS

To the extent not inconsistent with the foregoing Federal requirements, this Contract shall also include those standard clauses attached hereto, and shall comply with CCRTA's Procurement Guidelines, available upon request from CCRTA.

#### 8. COMPLIANCE WITH FEDERAL REGULATIONS

Any Contract entered pursuant to this solicitation shall contain the following provisions: All U.S. DOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall 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 grantee request that would cause the recipient to be in violation of FTA terms and conditions. The Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the CCRTA and FTA, as may be amended or promulgated from time to time during the term of this Contract. The Contractor's failure to so comply shall constitute a material breach of this Contract.

#### 9. REAL PROPERTY

Any Contract entered into shall contain the following provisions: The Contractor shall at all times comply with all applicable statutes and U.S. DOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 C.F.R 18.331, 49 CFR 24 Subpart B, FTA Circular 5010.1E, and FTA Master Agreement, as they may be amended or promulgated during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

#### 10. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

To the extent applicable and except to the extent that FTA determines otherwise in writing, CCRTA agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. §2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001.

## 11. ENVIRONMENTAL JUSTICE

CCRTA agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. §4321 note, except to the extent that the Federal Government determines otherwise in writing.

## 12. FEDERAL SINGLE AUDIT REQUIREMENTS

The Federal Single Audit Requirement applies to State administered Federally Aid Funded Projects only.

Non-Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal agency, the Connecticut State Department of Transportation, the Connecticut State Comptroller's Office and the U.S. General Accounting Office (GAO). Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance, to the Connecticut State Department of Transportation, OPM 450 Capital Avenue, Hartford, CT 06106-1379.

## 13. ASSIGNABLE CLAUSE

CCRTA agrees to comply with applicable third party procurement requirements of 49 U.S.C. chapter 53, and ensure that for piggybacking purchases made with FTA-assistance, that Contract utilized contains assignability clause that authorizes such piggybacking purchases.

## 14. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) IDENTIFICATION NUMBER

CCRTA is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, and name of the Federal agency, and name of the pass-through entity.

**The CFDA number for the Federal Transit Administration (FTA) and Disabled Program (5310) is 20.513, Rural & Small Urban Program (Section 5311) is 20.509, Job Access and Reverse Commute Program (Section 5316), and New Freedom Program (Section 5317) is 20.521.**

## **SPECIAL PROVISIONS CONCERNING DISADVANTAGED BUSINESS ENTERPRISES (Federally-Funded Project)**

As used in these Special Provisions, the term "CCRTA" shall refer to the Corpus Christi Regional Transportation Authority in Corpus Christi, Texas, the term "Contractor" shall refer to the bidders and successful contractor named in the Contract to which these Special Provisions are attached, and the term "FTA" shall refer to the Federal Transit Administration.

Disadvantaged Business Enterprise Compliance Requirements: Pursuant to Federal regulations for Disadvantaged Business Enterprise (DBE) programs, Contractor agrees to the following DBE assurances, and agrees to include this clause in all subcontracts:

*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 DOT-administration of DOT-assisted contracts. 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 CCRTA deem appropriate.*

### **CCRTA HAS SET A GOAL OF 3% DBE PARTICIPATION FOR THIS CONTRACT**

#### **DBE RESPONSIVENESS REQUIREMENTS**

**In order to be considered responsive, a bidder must make good faith efforts to meet the goal for Disadvantaged Business Enterprise (DBE) participation in this contract. The bidder must comply with Paragraphs A and B below and submit all documentation with submittal of the bid. If the bidder fails to do so, its bid may be deemed non-responsive and may be rejected.**

1. Properly completing and signing Schedule A (Summary of DBE Participation). Schedule A is a list of all DBE subcontractors, their scope of work to be performed and dollar amount of participation of each DBE subcontractor.

**ANY DBE(s) LISTED ON SCHEDULE A MUST BE DBE CERTIFIED BY THE TEXAS UNIFIED CERTIFICATION PROGRAM (TX UCP) AT THE TIME OF THE BID OPENING.**

2. Properly complete Schedule B (Confirmation of Proposed DBE Participation) of this IFB/RFP. Schedule B must list the name of the DBE subcontractor, a detailed description of DBE's scope of work, and dollar amount of participation of each, and only each, DBE that will participate in this contract. If the bidder is itself a DBE, the DBE bidder must indicate on Schedule B what scope of work its forces

will actually perform outside of the work of any subcontractor, and the dollar amount of that work. If this amount does not satisfy the DBE goal, the DBE bidder must list the additional DBE subcontractor(s) that will satisfy the DBE goal, along with their scope of work and agreed upon subcontract amount(s).

## DBE RESPONSIBILITY REQUIREMENTS

### 1. DBE Joint Ventures

If the bidder is a DBE joint venture, a two-party signed joint venture agreement (Schedule C) must be submitted to CCRTA for CCRTA's approval along with your bid. This agreement must address the administrative, financial, and field responsibilities of each partner. The DBE participation must meet the criteria as set forth in the definitions in the following section "Calculating DBE Participation".

### 2. Substitutions

The bidder cannot substitute any DBEs listed on Schedule A or C (if a joint venture) without prior written approval from CCRTA.

## CALCULATING DBE PARTICIPATION

**CCRTA will only count those DBEs that are certified by the TX UCP at the time of bid opening towards a CCRTA contract goal.**

### 3. Definitions

**"Disadvantaged Business Enterprise" or "DBE"** means a for-profit small business concern that meets all of the following criteria:

3.1 Is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-on percent (51%) of the stock is owned by one or more such individuals.

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

3.3 Is certified by the TX UCP at the time of bid opening.

**"Good Faith Efforts"** means efforts to achieve a DBE goal which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. This definition is not intended to relieve the bidder of any of the responsiveness (or responsibility) requirements listed in the Federal Supplemental Conditions section, ***Disadvantaged Business Enterprise Compliance Requirements*** of this Exhibit.

**“Joint Venture”** means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

**“Small Business concern”** means with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26.65(b).

**“Socially and Economically Disadvantaged”** individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

1. Any individual who CCRTA finds to be a socially and economically disadvantaged individual on a case-by-case basis.
2. Any individual in the following groups, members of which are presumed to be socially and economically disadvantaged:
  - a) *“Black Americans”*, which includes persons having origins in any of the Black racial groups of Africa.
  - b) *“Hispanic Americans”*, which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  - c) *“Native American”*, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  - d) *“Asian Pacific American”*, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (republic of Palau), the Commonwealth of the Northern Marianas Island, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, and Hong Kong;
  - e) *“Subcontinent Asian American”*, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Island, Nepal or Sri Lanka;
  - f) *“Women”*;
  - g) Any additional groups whose members are designated as socially and economically disadvantage by the United States Small Business

Administration (SBA), at such time as SBA designation becomes effective.

4. General Conditions/DBE Calculations

CCRTA will use the certification standards of Subpart D of 49 CFR Part 26 and the certification procedures of Subpart E of 49 CFR Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. CCRTA will make its certification decision based on the facts as a whole.

As a partner in the TX UCP, CCRTA can provide, upon request, a directory of TX UCP DBE firms. The directory will also be available electronically at [www.ccrta.org/news-opportunities/dbe-certifications/](http://www.ccrta.org/news-opportunities/dbe-certifications/).

As required by 49 CFR Part 26.55, CCRTA counts DBE participation toward overall and contract goals as follows:

4.1 When a DBE participates in a contract, CCRTA counts only the value of the work actually performed by the DBE toward the DBE goal. Participation will only be credited in the DBE's area of specialization. Credit for work in other areas requires additional support documentation for each of those areas.

4.2 CCRTA counts the entire amount of that portion of a contract that is performed by the DBE's own forces. This includes the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the Contractor or its affiliate).

4.3 CCRTA counts the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided CCRTA determines the fee to be reasonable and not *excessive as compared with fees customarily allowed for similar services*.

4.4 When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4.5 When a DBE performs as a participant in a joint venture, CCRTA counts a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

4.6 CCRTA counts expenditures to a DBE toward DBE goals only if the DBE is

performing a commercially useful function on this contract.

- a. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, CCRTA must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of work, and other relevant factors.
- b. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, CCRTA must examine similar transactions particularly those in which DBEs do not participate.
- c. If a DBE firm acting as a Contractor and/or as a subcontractor under this contract does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, CCRTA must presume that it is not performing a commercially useful function.
- d. CCRTA used the following factors in determining whether a DBE trucking company is performing a commercially useful function:
  - i. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals;
  - ii. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract;
  - iii. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs;

- iv. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract;
  - v. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease agreement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE; and
  - vi. For purposes of this subparagraph (d), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
- e. If a DBE is presumed not to be performing a commercially useful function as provided in these requirements, the DBE may present evidence to rebut this presumption. CCRTA may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
  - f. CCRTA's decision on commercially useful function matters are subject to review by the Federal Transit Administration, but are not administratively appealable to the United States Department of Transportation.

5. CCRTA counts expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

- a. If the materials or supplies are obtained from a DBE manufacturer, CCRTA counts 100% of the cost of the materials or supplies toward DBE goals;
- b. For purposes of these requirements, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications;
- c. If materials or supplies are purchased from a DBE regular dealer, CCRTA counts 60% of the materials or supplies toward DBE goals;



- d. For purposes of these requirements, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
  - i. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question;
  - ii. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealer's own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis;
  - iii. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph;
  - iv. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, CCRTA counts the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided CCRTA determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar service. CCRTA will not count any portion of the cost of the materials and supplies themselves toward DBE goals, however;

5.1 CCRTA will not count toward its overall goal the dollar value of work performed under a contract by a firm after it has ceased to be certified.

5.2 CCRTA will not count the participation of a DBE subcontractor toward the Contractor's DBE achievements or CCRTA's overall goal until the amount being counted toward the goal has been paid to the DBE.

### GOOD FAITH EFFORTS

In order to be responsive, a bidder must make good faith efforts to meet CCRTA's DBE goal in either of two ways. The bidder must 1) document how it will meet the full goal by completing and signing Schedule A or C (if a joint venture); or 2) document its

attempt to meet the goal through detailed, corroborating evidence; i.e. demonstrate that it took *all necessary and reasonable steps* which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if the bidder was not fully successful. CCRTA will make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. CCRTA will consider the quality, quantity, and intensity of the different kinds of efforts that the bidder/proposer made. The efforts employed by the bidder should be those that one would reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. *Mere pro forma* efforts are not good faith efforts to meet the DBE contract requirements.

The following is a list of types of action that CCRTA will consider as part of the evaluation of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory check list, or to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, if applicable, advertising, and/or written notices) the interest of all certified DBEs who have the ability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interest by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the bidder might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. Negotiating in Good Faith with interested DBEs

1. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes:

- a. the names, addresses, and telephone numbers of DBEs that were considered
- b. a description of the information provided regarding the plans and specifications for the work selected for subcontracting

- c. evidence as to why additional agreements could not be reached for DBEs to perform the work.

2. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take into consideration a firm's price and capabilities, as well as contract goals. The fact that there may be some additional costs involved in finding and using DBEs, however, is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept high quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within the industry, membership in specific groups, organizations, or associations and political or social affiliations (i.e. union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by CCRTA or the bidder.

G. Making efforts to assist interest DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices, and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

CCRTA will also take into account the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to commit to the contract goal, but others commit to the goal, CCRTA will raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have committed to the goal. If the apparent successful bidder fails to commit to the goal, but meets or exceeds the average DBE participation obtained by other bidders, CCRTA may view this, in conjunction with other factors, as evidence that the apparent successful bidder made good faith efforts.

The DBE Liaison Officer for CCRTA is responsible for determining whether a bidder has properly committed to meet the DBE goal and whether a bidder who has not committed to meeting the goal has documented good faith efforts in order to be responsive. CCRTA must be satisfied that all information is complete and accurate, and adequately documents the bidder's good faith efforts before CCRTA commits to the performance of the contract by the successful bidder.

## RECONSIDERATION

In accordance with 49 CFR §26.53(d), if CCRTA determines that a bidder is not responsive because it has not committed to meeting the contract goal or has not documented sufficient good faith efforts, it will notify the bidder in writing, and the bidder will have five (5) business days after receipt of this notification to request administrative reconsideration. The bidder must make this request in writing to the following CCRTA Reconsideration Official:

Chief Executive Officer  
CCRTA  
602 N. Staples  
Corpus Christi, TX 78401

The Reconsideration Official will not have played any role in the original determination that the bidder did not document sufficient good faith efforts.

As part of the Reconsideration, the bidder shall have the opportunity to provide written documentation or argument concerning the issue of whether it committed to meeting the contract goal or made adequate good faith efforts to do so. The bidder can also request in writing to meet in person with CCRTA's Reconsideration Official to discuss these issues; this request for a meeting must be submitted within five (5) days after receipt of notification of non-compliance. CCRTA will send the bidder a written decision within ten (10) business days after its reconsideration request was received by CCRTA, explaining CCRTA's basis for the finding that the bidder did or did not meet the goal or did or did not make adequate good faith efforts to do so. The result of this reconsideration process is not administratively appealable to the United States Department of Transportation and CCRTA's decision shall be final.

## DOCUMENTATION REQUIREMENTS

### 6. Documentation of Subcontractors and Subcontractor Agreements after Contract Award

Within 30 days upon receipt of an executed purchase order and contract, the Contractor must submit to the DBE Liaison Officer at CCRTA copies of SIGNED contracts between the Contractor and the DBE company/companies listed on its original DBE Schedules A and B.

FAILURE TO PROVIDE THE SIGNED SUBCONTRACT(S) TO CCRTA WITHIN THE TIME FRAME REQUIRED SHALL CONSTITUTE A BREACH OF THIS CONTRACT, AND UPON SUCH BREACH, CCRTA MAY TERMINATE THIS CONTRACT AND/OR EXERCISE OTHER SANCTIONS, PENALTIES, OR REMEDIES AS ALLOWED BY LAW OR EQUITY, AND AS CCRTA DEEMS APPROPRIATE.

### 6.1 Documentation of Payments Made to DBE Firms

1. The Contractor must submit copies to the DBE's monthly contract invoices including support documentation to the DBE Liaison Officer at the same time they are submitted to CCRTA's Account Payable.

2. The Contractor must submit copies of the form illustrated below (including support documentation) to the DBE Liaison Officer on a quarterly basis. This form must be used in order to properly credit the Contractor's progress in attaining the DBE goal.

6.2 CCRTA may make on-site visits from time to time during the course of this contract to ensure compliance with the requirements set forth herein.

CCRTA may require verification of any commitment represented to us in connection with the Contractor's use of DBE businesses in the performance of this contract. CCRTA reserves the right to review the certified payrolls for the Contractor and all contractors working on this contract.

**Further, if problems should arise with respect to the Contractor's subcontract with any DBEs, please contact CCRTA's DBE Liaison Officer so that CCRTA may be apprised of all DBE issues.**

6.3 Substitution or Termination of DBE Firms

The Contractor may not terminate a listed an approved DBE subcontractor or an approved substitute DBE firm without the prior written approval of CCRTA's DBE Liaison Officer and CCRTA's Project Manager. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. The Contractor will have to show good cause in order to terminate the listed and approved DBE firm.

Good Cause includes the following circumstances:

1. The listed DBE subcontractor fails or refuses to execute a written contract;

2. The listed DBE subcontractor fails or refuses to perform work of its subcontractor in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;

3. The listed DBE subcontractor fails or refuses to meet the Contractor's reasonable, non-discriminatory bond requirements;

4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits

credit unworthiness;

5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215, and 1200 or applicable state law;

6. CCRTA's DBE Liaison Office has determined that the listed DBE subcontractor is not a responsible Contractor;

7. The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;

8. The listed DBE is ineligible to receive DBE credit for the type of work required;

9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;

10. Other documented good cause that CCRTA's DBE Liaison Office determines compels the termination of the DBE subcontractor. Provided that good cause does not exist if;

- The Contractor seeks to terminate DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE subcontractor was engaged; or
- So that the Contractor can substitute another DBE or non-DBE subcontractor after contract award.

Before the Contractor seeks to terminate and/or substitute a DBE subcontractor, the Contractor must give notice in writing to the DBE subcontractor, with a copy to CCRTA's Project Manager and CCRTA's DBE Liaison Officer, of its intent to request to terminate and/or substitute, and reason for the request. The DBE firm will have five (5) working days (or less if required by public necessity) to respond to the Contractor's notice and advise the DBE Liaison Officer and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why CCRTA should not approve the Contractor's action.

In the situation where the DBE's work scope has been modified by CCRTA, the Contractor must immediately notify CCRTA's Project Manager and CCRTA's DBE Liaison Officer to discuss a revised "Commitment to DBE Participation".

These provisions apply to post-award terminations and pre-award deletions of, or substitutions for, DBE firms put forward by offerors in negotiated procurements.

#### 6.4 Inspection and Records

1. CCRTA may, with or without notice, periodically conduct on-site visits of or DBE subcontractor from time to time during the course of a contract to ensure compliance with the requirements set forth in CCRTA's contracts. The DBE department may be assisted by other CCRTA staff, and shall be entitled to reasonable access to facilities, personnel, and records related to the compliance plan.
2. CCRTA may require verification of any commitment represented to us in connection with the Contractor's use of DBE businesses in the performance of this contract.
3. CCRTA reserves the right to review the certified payrolls, performance/payment records concerning subcontractors' payroll records, tax returns and records, and books of accounts for the Contractor and all subcontractors working on any CCRTA contract. Full access shall be granted upon 48-hours' notice by CCRTA or any duly authorized representative thereof or any law enforcement authority.

#### 6.5 Change Orders

The contract specific DBE goals applicable to a contract may also be applicable to change orders or contract modifications, when the proposed change order work relates to the services provided by the DBE subcontractor.

#### 6.6 Non-Compliance and Sanctions

1. Determination of Non-Compliance
  - a. It will be the responsibility of CCRTA's DBE Liaison Officer to monitor the compliance plan, as well as the fulfillment of any special conditions, work order goals, or other obligations of the contract as it pertains to the DBE program and DBE goals.
  - b. Prior to contract closeout, the DBE Liaison Officer shall determine whether a Contractor has complied with the obligations under its compliance plan and other related requirements. The Contractor has the burden of proving compliance with all obligations and requirements.
  - c. If the Contractor fails to fulfill the requirements of the compliance plan or other compliance-related contractual obligation, CCRTA will notify the Contractor of the deficiencies. Following notification, the Contractor shall have 60 days to cure the deficiencies. If the deficiencies are not cured, CCRTA shall make

a determination of non-compliance and recommend the imposition of sanctions.

2. Sanctions for Non-Compliance

a. Sanctions for non-compliance may include, but are not limited to the following:

- i. Withholding of payments under the contract;
- ii. Recommendation not to exercise contract renewal option, if any;
- iii. Termination of the contract
- iv. Debarment from future business with CCRTA



## APPENDIX A

### PRICE SCHEDULE

IFB NO.: 2017-FC-04

FIRM: \_\_\_\_\_

#### ADA Bus Stop Improvements Phase VI, Zones 1-3

#### INSTRUCTIONS:

- 1) Refer to "General Instructions" before completing Price Schedule and quote your best price.
- 2) **Submit one (1) signed original of** this Price Schedule to 602 N. Staples Street, Corpus Christi, Texas 78401.
- 3) Sealed Bids should be submitted in an envelope marked on the outside containing the bidder's name and address and bid description addressed as required in the "Instructions to Bidders", Section 5.0.

Bids must be submitted in sufficient time to be received and time-stamped at the above location on or before the published due date and time shown on the Invitation for Bids. Bids received after the published time and date cannot be considered. Any bids which are mislabeled or do not indicate the BIDDER's name or address as required above may be opened by the CCRTA solely for the purpose of identifying the BIDDER for return of the bid.

- 4) **The bids will be publicly opened and read aloud at the CCRTA Staples Street Center, 602 N. Staples Street, Corpus Christi, Texas 78401 immediately following the deadline. All interested parties are invited to attend. Once bids have been read aloud publicly, information related to tabulations/prices will not be given via phone, fax or any other communication until after the recommendation is approved by the Board of Directors.**

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to contract with the Owner to furnish all work in accordance with the attached specification and drawing, according to the following unit prices:

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**BASE BID ZONE 1 LNV**

- 1.            295 SF            NEW RAMP SECTION,** (including excavation, backfill, bedding, expansion joints, dowels, truncated detectable surface and reinforcement), as shown the plans and as outlined in the specifications, complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures)

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

- 2.            481 SF            NEW LANDING SECTION,** (including excavation, backfill, bedding, expansion joints, dowels, dome detectable surface and reinforcement), as on the plans and as outlined in the complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures)

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

- 3.            6,595 SF            NEW CONCRETE SHELTER PAD,** (including excavation, backfill, bedding, expansion joints, beams, dowels, and reinforcement), as shown on the plans and as outlined in the specifications, complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures)

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**4. 859 SF**

**NEW SIDEWALK SECTION**, (including excavation, backfill, bedding, dowels, and reinforcement), as shown on the plans and as outlined in the specifications, complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures)

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**5. 92 LF**

**NEW CURB & GUTTER**, (including backfill, bedding, expansion joints, dowels, and reinforcement), as shown on the plans and as outlined in the specifications, complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures)

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**6. 2,689 SF**

**DEMOLITION OF EXISTING SIDEWALK**, (including demolition and removal of existing sidewalk and existing 2x2 foundations, protection of the public), as Shown on the plans and as outlined in the specifications, complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures)

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**7. 92 LF**

**DEMOLITION OF EXISTING CURB & GUTTER**, (including demolition and removal, protection of the public), as shown on the plans and as outlined in the specifications, complete in place.

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Unit Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures)

**8. 147 LF**

\$ \_\_\_\_\_  
Unit Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures)

Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**SAW CUT CONCRETE PAVEMENT (FULL DEPTH),**  
as shown on the plans and as outlined in the  
specifications, complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**9. 386 LF**

\$ \_\_\_\_\_  
Unit Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures)

**SAW CUT ASPHALT PAVEMENT (FULL DEPTH),** as  
shown on the plans and as outlined in the specifications,  
complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**10. 275 SF**

\$ \_\_\_\_\_  
Unit Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures)

**PAVEMENT REPAIR,** (including HMAC, base material,  
etc.), as shown on the plans and as outlined in the  
specifications, complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**11. 0 LF**

\$ \_\_\_\_\_

**TYPE "C" THERMO PLASTIC CROSS WALK  
STRIPING AND STOP BAR (12" WIDE),** as shown on  
the plans and as outlined in the specifications,  
complete in place.

\$ \_\_\_\_\_

Unit Price (Figures)

\$ \_\_\_\_\_

Total Price (Figures)

**12.        0    LF**

\$ \_\_\_\_\_

Unit Price (Figures)

\$ \_\_\_\_\_

Total Price (Figures)

**13.        100   LF**

\$ \_\_\_\_\_

Unit Price (Figures)

\$ \_\_\_\_\_

Total Price (Figures)

**14.        0    EA**

\$ \_\_\_\_\_

Unit Price (Figures)

\$ \_\_\_\_\_

Total Price (Figures)

**15.        0    LF**

\$ \_\_\_\_\_

Unit Price (Figures in Written Words)

\$ \_\_\_\_\_

Total Price (Figures in Written Words)

**TYPE "C" THERMO PLASTIC CROSS WALK STRIPING AND STOP BAR (24" WIDE)**, as shown on the plans and as outlined in the specifications, complete in place.

\$ \_\_\_\_\_

Unit Price (Figures in Written Words)

\$ \_\_\_\_\_

Total Price (Figures in Written Words)

**6" HEADER CURB**, (including excavation, backfill, bedding, expansion joints, dowels, and reinforcement), as shown on the plans and as outlined in the specifications, complete in place.

\$ \_\_\_\_\_

Unit Price (Figures in Written Words)

\$ \_\_\_\_\_

Total Price (Figures in Written Words)

**RELOCATE EXISTING BUS STOP SIGN**, as shown on the plans, complete in place.

\$ \_\_\_\_\_

Unit Price (Figures in Written Words)

\$ \_\_\_\_\_

Total Price (Figures in Written Words)

**12" HEADER CURB/WALL**, (including excavation, backfill, bedding, expansion joints, dowels, and reinforcement), as shown on the plans and as outlined in the specifications, complete in place.

\$ \_\_\_\_\_

Unit Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures)

**16.        0        LF**

\$ \_\_\_\_\_  
Unit Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures)

Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**DEMOLITION OF EXISTING 6" HEADER CURB**,  
(including demolition and removal, protection of the  
public), as shown on the plans and as outlined in the  
specifications, complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**17.        939    LF**

\$ \_\_\_\_\_  
Unit Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures)

**BUS STOP CURB YELLOW STRIPING**, as shown on  
the plans and as outlined in the specifications,  
complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**18.        1        LS**

\$ 16,000  
Unit Price (Figures)

\$ 16,000  
Total Price (Figures)

**TRAFFIC CONTROL PLAN ALLOWANCE**, as shown  
on the plans and as outlined in the specifications,  
complete in place.

\$ Sixteen Thousand Dollars  
Unit Price (Figures in Written Words)

\$ Sixteen Thousand Dollars  
Total Price (Figures in Written Words)

**19.        1        LS**  
the specifications.

\$ 8,000  
Unit Price (Figures)

**BETTERMENT FUND ALLOWANCE**, as outlined in

\$ Eight Thousand Dollars  
Unit Price (Figures in Written Words)

\$ 8,000  
Total Price (Figures)

\$ Eight Thousand Dollars  
Total Price (Figures in Written Words)

**20. 1 LS**  
specifications.

**GRADING ALLOWANCE,** as outlined in the

\$ 5,000  
Unit Price (Figures)

\$ Five Thousand Dollars  
Unit Price (Figures in Written Words)

\$ 5,000  
Total Price (Figures)

\$ Five Thousand Dollars  
Total Price (Figures in Written Words)

**TOTAL BASE BID PRICE FOR ZONE 1, Items 1 through 20**

\$ \_\_\_\_\_  
Total Price (In Figures)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**THE BIDDER AGREES TO COMPLETE ALL WORK WITHIN 120 CALENDER DAYS AFTER RECEIPT OF NOTICE TO PROCEED.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to contract with the Owner to furnish all work in accordance with the attached specification and drawing, according to the following unit prices:



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**BASE BID ZONE 2 MGM**

**1. 2,133 SF**

**NEW RAMP SECTION**, (including excavation, backfill, bedding, expansion joints, dowels, truncated dome detectable surface and reinforcement), as shown on the plans and as outlined in the specifications, complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures)

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**2. 1,907 SF**

**NEW LANDING SECTION**, (including excavation, backfill, bedding, expansion joints, dowels, truncated dome detectable surface and reinforcement), as shown on the plans and as outlined in the specifications, complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures)

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**3. 8,578 S F**

**NEW CONCRETE SHELTER PAD**, (including excavation, backfill, bedding, expansion joints, beams, dowels, and reinforcement), as shown on the plans and as outlined in the specifications, complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures)

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**4. 5,196 SF**

**NEW SIDEWALK SECTION**, (including excavation, backfill, bedding, dowels, and reinforcement), as shown on the plans and as outlined in the specifications, complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures)

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**5. 586 LF**

**NEW CURB & GUTTER**, (including backfill, bedding, expansion joints, dowels, and reinforcement), as shown on the plans and as outlined in the specifications, complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures)

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**6. 11,431 SF**

**DEMOLITION OF EXISTING SIDEWALK**, (including demolition and removal of existing sidewalk and existing 2x2 foundations, protection of the public), as shown on the plans and as outlined in the specifications, complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures)

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**7. 570 LF**

**DEMOLITION OF EXISTING CURB & GUTTER**, (including demolition and removal, protection of the public), as shown on the plans and as outlined in the specifications, complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures)  
\$ \_\_\_\_\_

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)  
\$ \_\_\_\_\_

Total Price (Figures)

Total Price (Figures in Written Words)

**8. 476 LF**

**SAW CUT CONCRETE PAVEMENT (FULL DEPTH)**, as shown on the plans and as outlined in the specifications, complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures)

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**9. 770 LF**

**SAW CUT ASPHALT PAVEMENT (FULL DEPTH)**, as shown on the plans and as outlined in the specifications, complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures)

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**10. 1,397 SF**

**PAVEMENT REPAIR**, (including HMAC, base material, etc.), as shown on the plans and as outlined in the specifications, complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures)

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**11. 465 LF**

**6" HEADER CURB**, (including excavation, backfill, bedding, expansion joints, dowels, and reinforcement), as shown on the plans and as outlined in the specifications, complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures)

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**12. 7 EA**

**RELOCATE EXISTING BUS STOP SIGN**, as shown on the plans, complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures)

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**13. 1,945 LF**

**BUS STOP CURB YELLOW STRIPING**, as shown on the plans and as outlined in the specifications, complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures)

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**14. 1 LS**

**TRAFFIC CONTROL PLAN ALLOWANCE**, as shown on the plans and as outlined in the specifications, complete in place.

\$ 40,000  
Unit Price (Figures)

\$ Forty Thousand Dollars  
Unit Price (Figures in Written Words)

\$ 40,000  
Total Price (Figures)

\$ Forty Thousand Dollars  
Total Price (Figures in Written Words)

**15. 1 LS**

**BETTERMENT FUND ALLOWANCE**, as outlined in the specifications.

\$ 20,000  
Unit Price (Figures)

\$ Thirty Thousand Dollars  
Unit Price (Figures in Written Words)

\$ 20,000  
Total Price (Figures)

\$ Thirty Thousand Dollars  
Total Price (Figures in Written Words)

**TOTAL BASE BID PRICE FOR ZONE 2, Items 1 through 15**

\$

\_\_\_\_\_  
Total Price (In Figures)

\$

\_\_\_\_\_  
Total Price (Figures in Written Words)

**THE BIDDER AGREES TO COMPLETE ALL WORK WITHIN 120 CALENDER DAYS AFTER RECEIPT OF NOTICE TO PROCEED.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to contract with the Owner to furnish all work in accordance with the attached specification and drawing, according to the following unit prices:

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**BASE BID ZONE 3 NEI/HANSON**

**1. 253 SF**

**NEW RAMP SECTION**, (including excavation, backfill, bedding, expansion joints, dowels, truncated dome detectable surface and reinforcement), as shown on the plans and as outlined in the specifications, complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures)

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**2. 50 SF**

**NEW LANDING SECTION**, (including excavation, backfill, bedding, expansion joints, dowels, truncated dome detectable surface and reinforcement), as shown on the plans and as outlined in the specifications, complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures)

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**3. 7,342 SF**

**NEW CONCRETE SHELTER PAD**, (including excavation, backfill, bedding, expansion joints, beams, dowels, and reinforcement), as shown on the plans and as outlined in the specifications, complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures)

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**4. 2,279 SF**

**NEW SIDEWALK SECTION**, (including excavation, backfill, bedding, dowels, and reinforcement), as shown on the plans and as outlined in the specifications, complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures)

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**5. 44 LF**

**NEW CURB & GUTTER**, (including backfill, bedding, expansion joints, dowels, and reinforcement), as shown on the plans and as outlined in the specifications, complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures)

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**6. 5,107 SF**

**DEMOLITION OF EXISTING SIDEWALK**, (including demolition and removal of existing sidewalk and existing 2x2 foundations, protection of the public), as shown on the plans and as outlined in the specifications, complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures)

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**7. 44 LF**

**DEMOLITION OF EXISTING CURB & GUTTER**, (including demolition and removal, protection of the public), as shown on the plans and as outlined in the specifications, complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures)

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**8. 312 LF**

**SAW CUT CONCRETE PAVEMENT (FULL DEPTH)**, as shown on the plans and as outlined in the



specifications, complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures)

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**9.        79    LF**

**SAW CUT ASPHALT PAVEMENT (FULL DEPTH)**, as shown on the plans and as outlined in the specifications, complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures)

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**10.      36    SF**

**PAVEMENT REPAIR**, (including HMAC, base material, etc.), as shown on the plans and as outlined in the specifications, complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures)

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**11.      772   LF**

**6" HEADER CURB**, (including excavation, backfill, bedding, expansion joints, dowels, and reinforcement), as shown on the plans and as outlined in the specifications, complete in place.

\$ \_\_\_\_\_  
Unit Price (Figures)

\$ \_\_\_\_\_  
Unit Price (Figures in Written Words)

\$ \_\_\_\_\_  
Total Price (Figures)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**12.      11    EA**

**RELOCATE EXISTING BUS STOP SIGN**, as shown on the plans, complete in place.

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Unit Price (Figures)

\$ \_\_\_\_\_

Total Price (Figures)

Unit Price (Figures in Written Words)

\$ \_\_\_\_\_

Total Price (Figures in Written Words)

**13. 21 LF**

**12" HEADER CURB/WALL**, (including excavation, backfill, bedding, expansion joints, dowels, and reinforcement), as shown on the plans and as outlined in the specifications, complete in place.

\$ \_\_\_\_\_

Unit Price (Figures)

\$ \_\_\_\_\_

Unit Price (Figures in Written Words)

\$ \_\_\_\_\_

Total Price (Figures)

\$ \_\_\_\_\_

Total Price (Figures in Written Words)

**14. 25 LF**

**DEMOLITION OF EXISTING 6" HEADER CURB**, (including demolition and removal, protection of the public), as shown on the plans and as outlined in the specifications, complete in place.

\$ \_\_\_\_\_

Unit Price (Figures)

\$ \_\_\_\_\_

Unit Price (Figures in Written Words)

\$ \_\_\_\_\_

Total Price (Figures)

\$ \_\_\_\_\_

Total Price (Figures in Written Words)

**15. 1,800 LF**

**BUS STOP STRIPING**, as shown on the plans and as outlined in the specifications, complete in place.

\$ \_\_\_\_\_

Unit Price (Figures)

\$ \_\_\_\_\_

Unit Price (Figures in Written Words)

\$ \_\_\_\_\_

Total Price (Figures)

\$ \_\_\_\_\_

Total Price (Figures in Written Words)

**16. 1 LS**

**TRAFFIC CONTROL PLAN ALLOWANCE**, as shown on the plans and as outlined in the specifications, complete in place.

\$ 20,800

Unit Price (Figures)

\$ TwentyThousandEightHundredDollars

Unit Price (Figures in Written Words)

\$ 20,800

\$ TwentyThousandEightHundredDollars

Total Price (Figures)

Total Price (Figures in Written Words)

**17.        1        LS**

**BETTERMENT FUND ALLOWANCE**, as outlined in the specifications.

\$ 18,000  
Unit Price (Figures)

\$ Eighteen Thousand Dollars  
Unit Price (Figures in Written Words)

\$ 18,000  
Total Price (Figures)

\$ Eighteen Thousand Dollars  
Total Price (Figures in Written Words)

**TOTAL BASE BID PRICE FOR ZONE 3, Items 1 through 17**

\$ \_\_\_\_\_  
Total Price (In Figures)

\$ \_\_\_\_\_  
Total Price (Figures in Written Words)

**THE BIDDER AGREES TO COMPLETE ALL WORK WITHIN 120 CALENDER DAYS AFTER RECEIPT OF NOTICE TO PROCEED.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# CERTIFICATION FORMS

**Do NOT Alter Any Forms.**

**Doing so will deem your bid as non-responsive.**

**Please fill out and sign the following forms and return with your signed bid.**

**Reminders:**

- Acknowledge any addendums issued on the bottom of (Appendix C) Certification and Statement of Qualifications form.
- Include your firm's DUNS number on the bottom of (Appendix C) Certification and Statement of Qualifications form. Be sure that your firm is registered with the System of Award Management "SAM" and visit SAM.gov to ensure that your firm's status is active with no exclusions before submitting your bid.

## APPENDIX B

### CERTIFICATION FORM

In submitting this proposal, the undersigned certifies on behalf of its firm and any proposed subcontractors as follows:

- (1) **Proposal Validity Certification:** If this offer is accepted within one hundred twenty (120) calendar days from the due date, to furnish any or all services upon which prices are offered at the designated point within the time specified;
- (2) **Non-Collusion Certification:** Has made this proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to this Request for Proposals with any other FIRM or with any other competitor,
- (3) **Affirmative Action/DBE Certification:** Is in compliance with the Common Grant Rules affirmative action and Department of Transportation's Disadvantaged Business Enterprise requirements.
- (4) **Non-Conflict Certification:** Represents and warrants that no employee, official, or member of the Corpus Christi Regional Transportation Authority's Board of Directors is or will be pecuniarily benefited directly or indirectly in this Contract,
- (5) **Non-Inducement Certification:** The undersigned hereby certifies that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Corpus Christi Regional Transportation Authority with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of this Contract.
- (6) **Non-Debarment Certification:** Certifies that it is not included on the U. S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards provisions, and from Federal programs under DOT regulations 2CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4
- (7) **Integrity and Ethics:** Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A)
- (8) **Public Policy:** Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5325(j)(2)(B)
- (9) **Administrative and Technical Capacity:** Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D)
- (10) **Licensing and Taxes:** Is in compliance with applicable licensing and tax laws and regulations
- (11) **Financial Resources:** Has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U. S. C. Section 5325 (j)(2)(D)
- (12) **Production Capability:** Has, or can obtain, the necessary production, construction, and technical equipment and facilities.
- (13) **Timeliness:** Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- (14) **Performance Record:** Is able to provide a satisfactory current and past performance record.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## APPENDIX C

### CERTIFICATION AND STATEMENT OF QUALIFICATIONS

The undersigned BIDDER hereby further certifies that she/he has read all of the documents and agrees to abide by the terms, certifications, and conditions thereof.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Business  
Address: \_\_\_\_\_  
Street, City, State and Zip

Telephone: Office: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Firm Owner: \_\_\_\_\_ Firm CEO: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

Number of years in contracting business under present name: \_\_\_\_\_

Type of work performed by your company: \_\_\_\_\_

*Have you ever failed to complete any work awarded to you?* \_\_\_\_\_

Have you ever defaulted on a Contract? \_\_\_\_\_

Taxpayer ID#: \_\_\_\_\_ Date Organized: \_\_\_\_\_

Date Incorporated: \_\_\_\_\_

Is your firm considered a disadvantaged business enterprise (DBE)? \_\_\_\_\_

If you answered yes to the DBE question, explain type. \_\_\_\_\_

#### **ADDENDA ACKNOWLEDGMENT**

Receipt of the following addenda is acknowledged (list addenda number):

**DUNS #** \_\_\_\_\_ (Required) A DUNS number may be obtained from D & B by telephone (currently at 866-705-5711) or the internet (currently at <http://fedgov.dnb.com/webform>).

## APPENDIX D

### DISCLOSURE OF INTERESTS CERTIFICATION

FIRM NAME: \_\_\_\_\_

STREET: \_\_\_\_\_ CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_

FIRM is:     1. Corporation \_\_\_\_\_   2. Partnership \_\_\_\_\_   3. Sole Owner \_\_\_\_\_  
              4. Association \_\_\_\_\_   5. Other \_\_\_\_\_

### **DISCLOSURE QUESTIONS**

If additional space is necessary, please use the reverse side of this page or attach separate sheets.

1. State the names of each “employee” of the Regional Transportation Authority having an “ownership interest” constituting 3% or more of the ownership in the above named “firm”.

NAME	JOB TITLE AND DEPARTMENT (IF KNOWN)
------	-------------------------------------

_____	_____
_____	_____

2. State the names of each “official” of the Regional Transportation Authority having an “ownership interest” constituting 3% or more of the ownership in the above named “firm”.

NAME	TITLE
------	-------

_____	_____
_____	_____

3. State the names of each “board member” of the Regional Transportation Authority having an “ownership interest” constituting 3% or more of the ownership in the above named “firm”.

NAME	BOARD, COMMISSION OR COMMITTEE
------	--------------------------------

_____	_____
-------	-------

- 
4. State the names of each employee or officer of a “consultant” for the Regional Transportation Authority who worked on any matter related to the subject of this contract and has an “ownership interest” constituting 3% or more of the ownership in the above named “firm”

NAME

CONSULTANT

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**CERTIFICATE**

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the Regional Transportation Authority, Texas as changes occur.

Certifying Person: \_\_\_\_\_

Title: \_\_\_\_\_  
(Type or Print)

Signature of Certifying Person: \_\_\_\_\_

Date: \_\_\_\_\_



## APPENDIX E

### Buy America Certificate

**Certification required for procurement of steel, iron, or manufactured products (required for contracts over \$100,000).**

#### **CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS**

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

*or*

#### **CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA REQUIREMENTS**

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

## APPENDIX F

### CERTIFICATION OF RESTRICTIONS ON LOBBYING (Required for contracts over \$100,000.)

I, \_\_\_\_\_, \_\_\_\_\_, hereby certify on behalf of  
(Name) (Title)  
the \_\_\_\_\_, that:  
(Company Name)

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement, contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL: "Disclosure of Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 49 CFR Part 20.110.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The undersigned understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 49 CFR Part 20.110. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

## APPENDIX G

### DBE Schedule A Checklist

*A completed and signed Schedule A consists of the following elements:*

- ☐ 1. Contractor
- ☐ 2. Name of Project
- ☐ 3. Phone
- ☐ 4. Email
- ☐ 5. IFB/RFP Number
- ☐ 6. TOTAL Estimated Contract Amount
- ☐ 7. Projected DATES
- ☐ 8. Title of Affiant (Contractor Duly Authorized Representative)
- ☐ 9. Contractor Company Name
- ☐ 10. DBE Participant(s) Company Name(s)
- ☐ 11. Scope of Work/Description (In Detail) for Each DBE Participant
- ☐ 12. Net DBE Credit \*60% credited for materials and supplies (see notation below if applicable)
- ☐ 13. Dollar Amount of Each DBE Contract – (Total from each DBE's Schedule B)
- ☐ 14. TOTAL Net DBE Credit (If Applicable)
- ☐ 15. TOTAL Dollar Amount for all DBE Contract Listed
- ☐ 16. Printed or Typed Name of Contractor's Affiant
- ☐ 17. Title of Affiant
- ☐ 18. Signature of Affiant
- ☐ 19. Date Signed

***Note: This Checklist serves solely as a reference guide to assist the Bidder in adequately submitting all required documents***

#### INSTRUCTIONS FOR NET DBE CREDIT

If the materials or supplies are obtained from a DBE manufacturer **count 100%** of the cost of the materials or supplies toward DBE goal.

A ***manufacturer*** is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

If the materials or supplies are purchased from a DBE regular dealer, **count 60%** of the cost of the materials or supplies toward DBE goals.

A ***regular dealer*** is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character

described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

*CCRTA will not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.*

## SCHEDULE A

### **CONTRACTOR – SUMMARY OF DBE PARTICIPATION AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT**

NAME OF CONTRACTOR: (1) \_\_\_\_\_

NAME OF PROJECT: (2) \_\_\_\_\_

PHONE #: (3) \_\_\_\_\_

EMAIL: (4) \_\_\_\_\_

IFB/RFP NUMBER: (5) \_\_\_\_\_

TOTAL ESTIMATED CONTRACT AMOUNT: (6) \$ \_\_\_\_\_

PROJECTED BEGINNING/ENDING DATES OF WORK: (7) \_\_\_\_\_

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

(8) \_\_\_\_\_ and duly authorized representative of  
*(Title of Affiant)*

(9) \_\_\_\_\_ and that I have personally reviewed the  
*(Name of Contractor)*

material and facts set forth in and submitted with the attached Disadvantaged Business Enterprise (DBE) Schedules for each DBE. Listed below is/are the agreement(s) that correspond(s) with the Schedule B submitted by each DBE and listed separately for each DBE participating on the above mentioned contract:

NAME OF DBE SUBCONTRACTOR (10)	SCOPE OF WORK TO BE PERFORMED (11)	NET DBE CREDIT (12)	AGREED SUBCONTRACT PRICE (13)
<b>NOTE:</b> PRICES REPRESENTED ON THIS PAGE SHOULD ACCURATELY REFLECT AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR  *ONLY 60% OF AGREED SUBCONTRACT PRICE MAY BE CREDITED FOR MATERIALS AND SUPPLIES. LIST ONLY CERTIFIED DBE OWNED & CONTROLLED FIRMS THAT WILL PARTICIPATE IN THIS CONTRACT.		TOTAL NET DBE CREDIT (14)  \$	TOTAL DBE CONTRACT AMOUNT (15)  \$

**AFFIDAVIT OF CONTRACTOR – failure to submit this form without a signature will result in the bid being rejected in its entirety**

The Contractor will enter into written agreements with all listed DBE firms for work as indicated by this Schedule A and accompanying Schedules, and will enter into such agreements within 30 calendar days after receipt of the contract executed

by CCRTA. In the event the Contractor cannot meet said 30-day schedule, it must provide a written explanation for the delay and an estimate date by which the written agreements will be completed.

The Contractor understands that if it knowingly provides incorrect information or false statements or fail to comply with contract DBE requirements that CCRTA has an obligation (49 CFR 29.17(B)) to inform the U.S. Department of Transportation who may then initiate actions which would prohibit the Contractor from participation in future government contracts and may result in conviction for a third degree felony, including a penalty of one and a half times the value of the contract. Any substitutions of the above-named subcontractors require prior written approval from CCRTA.

I do solemnly declare and affirm under penalty of perjury that the contents of the foregoing document are true and correct, and no material facts have been omitted, and that I am authorized on behalf of the Contractor to make this Affidavit.

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*Name of Contractor's Affiant – Print*

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*Title of Affiant*

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*Signature*

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*Date*

## DBE Schedule B Checklist

*A completed and signed Schedule B consists of the following elements:*

- ☐ 1. IFB/RFP Number
- ☐ 2. Name of Project
- ☐ 3. DBE Participant Company Name
- ☐ 4. Contractor
- ☐ 5. DBE Participant Address
- ☐ 6. DBE Participant Phone Number
- ☐ 7. DBE Participant Email Address
- ☐ 8. Date of TX UCP DBE Certification Letter/Certificate
- ☐ 9. Description/Type of Work (In Detail)
- ☐ 10. Quantity/Unit Price, if applicable
- ☐ 11. Dollar Amount of DBE Contract Total Sum Amount for Work for Extended Price for individual quantity items **NOTE: Specify Total Value**
- ☐ 12. Grand Total of Above Amount(s) and/or Extended Price(s)
- ☐ 13. Phase (if applicable) in Which Above-Described Work Will Be Performed

### ***Subcontracting Levels***

- ☐ 14. % \_\_\_\_\_ of the dollar amount of the DBE's Subcontract will be sublet to DBE\* Contractors.
- ☐ 15. % \_\_\_\_\_ of the dollar amount of the DBE's Subcontract will be sublet to non-DBE\* Contractors.

*\*This is to disclose the % of above-named DBE participant's work to be further Subcontracted to others (DBE or non-DBE), not the DBE Participant's % of work on the Contractor's contract.*

*\*% is to be filled in with a Zero if the above-named DBE Participant will not be further subcontracting any of the work described in this Schedule B.*

- ☐ 16. Explanation and Description of the Work to Be Sublet (if applicable)
- ☐ 17. Printed Name/Title of Owner, President or Authorized Agent of DBE Company
- ☐ 18. Signature of Owner, President or Authorized Agent of DBE Company
- ☐ 19. Date Signed

***If proposing to perform as a DBE/non-DBE Joint Venture:***

- ☐ 20. Completed Schedule C must be attached

***Note: This Checklist serves solely as a reference guide to assist the Bidder in adequately submitting all required documents***





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TOTAL VALUE \$ \_\_\_\_\_ (12)

**Multi-Phase Project(s).** For those project that are multi-phase, please indicate the phase in which the DBE will be performing work: (13)

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**SCHEDULE B**  
**AFFIDAVIT OF DBE SUBCONTRACTOR**

**Subcontracting Levels**

(14) % \_\_\_\_\_ of the dollar amount of the DBE's subcontract will be subcontracted to  
**DBE Subcontractors**

(15) % \_\_\_\_\_ of the dollar amount of the DBE's subcontract will be subcontracted to  
**non-DBE Subcontractors**

***NOTICE: IF THE DBE WILL NOT BE SUBCONTRACTING ANY OF THE WORK DESCRIBED IN THIS SCHEDULE, A ZERO MUST BE SHOWN IN EACH BLANK ABOVE***

IF ANY DOLLAR AMOUNT OF THE DBE's SCOPE OF WORK WILL BE SUBLET, A BRIEF EXPLANATION AND DESCRIPTION OF THE WORK TO BE SUBLET MUST BE LISTED BELOW: (16)

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**NOTICE:** Any misrepresentation regarding the status of a person or an entity in order to qualify for DBE status may result in conviction of a third degree felony, and a penalty of one and a half times the value of the contract. Material misrepresentation on any matter will also be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements. Any willful falsification of fraudulent statement also may result in debarment from participation in any future federally-assisted contracts.

The undersigned will enter into a written agreement for the above work with the Contractor conditioned upon its execution of a contract with CCRTA, and will do so within 30 calendar days of receipt of a signed contract from CCRTA.

(17) \_\_\_\_\_  
*Print – Name and Title*

(18) \_\_\_\_\_  
*Signature of Owner, President or Authorized Agent of DBE*

(19) \_\_\_\_\_  
*Date*

**Pursuant to 49 CFR §26.13(b), each subcontract the contractor signs with a subcontractor must include the following assurance:**

*The contractor, sub-recipient for subcontractor 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 DOT-assisted contracts. Failure by the contractor to carry out these requirements are a material breach of this contract, which may result in the termination of this contract or such other remedy as CCRTA deems appropriate.*

Pursuant to 49 CFR §26.27, CCRTA encourages you to utilize financial institutions owned and controlled by socially and economically disadvantaged individuals within your community.

**SCHEDULE C**  
**AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE**

*This Schedule C need not be submitted if all joint ventures are DBEs.* In such a case, however, the written joint venture agreement and a copy of the current TX UCP Letter of Certification for each DBE must be submitted.

ALL INFORMATION REQUESTED BY THIS SCHEDULE MUST BE ANSWERED IN THE SPACES PROVIDED BY JOINT VENTURERS AT ANY TIER. ADDITIONAL SHEETS MAY BE ATTACHED.

**I. Name of joint venture:**

\_\_\_\_\_  
Address of joint venture

\_\_\_\_\_  
Street City State Zip code

Phone Number (Joint venture): (\_\_\_\_\_) \_\_\_\_\_

**II. Identify each non-DBE venture:**

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Street City State Zip code

Phone Number: (\_\_\_\_\_) \_\_\_\_\_

DBE Contact Person: \_\_\_\_\_

**III. Identify each DBE Venture:**

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Street City State Zip code

Phone Number: (\_\_\_\_\_) \_\_\_\_\_

DBE Contact Person: \_\_\_\_\_

**IV. Describe the role(s) of the DBE venture(s) in the joint venture:**

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**V. Attach a copy of the joint venture agreement.** In order to demonstrate the DBE venturer's share in the ownership, control management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the DBE's own forces, (3) work items to be performed under the supervision of the DBE venture; and (4) the commitment of management, supervisory and operative personnel employed by the DBE to be dedicated to the performance of the project.

**VI. Attach a copy of the current TX UCP Letter of Certification for each DBE joint venture.**

**VII. Ownership of the Joint Venture:**

A. What is the percentage of DBE ownership in the joint venture?

DBE ownership percentage: \_\_\_\_\_

Non-DBE ownership percentage: \_\_\_\_\_

B. Specify DBE/non-DBE percentages for each of the following (provide narrative descriptions and other detail as applicable):

1. Sharing of profit and loss: \_\_\_\_\_

2. Capital contributions:

(a) Dollar amount of initial contribution: \$ \_\_\_\_\_

(b) Dollar amount of anticipated on-going contributions: \$ \_\_\_\_\_

3. Contributions of equipment (specify types, quality and quantities of equipment to be provided by each venture):

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- 
4. Other applicable ownership interest, including ownership options or other agreements, which restrict or limit ownership and/or control:

- 
- 
- 
5. Provide copies of all written agreements between venturers concerning this project.

6. Identify each current CCRTA contract and each contract completed during the past two years by either of the joint venture partners participating in this joint venture:
- 
- 
- 

**VIII. Control of and Participation in the Joint Venture.** Identify by name and firm those individuals who are, or will be responsible for and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.)

- A. Joint venture check signing:
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**B.** Authority to enter contracts on behalf of the joint venture:

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**C.** Signing, co-signing and/or collateralizing loans:

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**D.** Acquisition of lines of credit:

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## **APPENDIX H**



**CORPUS CHRISTI REGIONAL  
TRANSPORTATION AUTHORITY**

### **CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY**

#### **BOARD APPROVED**

#### **ACCESSIBILITY POLICY**

##### **POLICY STATEMENT**

To provide full participation and equality of opportunity for people with disabilities, people who are aging and other people with access and functional needs, the Corpus Christi Regional Transportation Authority (CCRTA) Board of Directors calls for all CCRTA departments, within their regular duties and responsibilities, to establish a commitment to access.

##### **APPLICABILITY**

This policy statement is broad, cross-cutting and designed for application to all actions of the CCRTA, including but not limited to the following:

- Policy Development
- Customer Service
- Service Provision and Operation (Directly Provided or Contracted)
- Employment
- Physical Environment
- Communications/Media/Website
- Public Involvement
- External Meetings and Agency Sponsored Events
- Fleet Characteristics
- Maintenance
- Safety/Security/Emergency Operations
- Procurements
- Staff Development and Training
- Construction and Engineering
- Route and Service Planning

##### **IMPLEMENTATION**

Effective implementation of the Accessibility Policy statement begins with the establishment of a Universal Access Team. Each CCRTA department will designate sufficient and appropriate team

members to serve and meet monthly to ensure compliance with the policy. This team will help develop guiding principles in conjunction with the CCRTA Regional Committee on Accessible Transportation (RCAT). Meeting of the Universal Access Team will be coordinated through the designated CCRTA ADA Coordinator and report current activities and initiatives to the Chief Executive Officer (CEO).

Support of all CCRTA staff will include initial and ongoing training and professional development regarding integration and elimination of barriers for people with disabilities, people who are aging and other people with access and functional needs.

Additional tools available to all CCRTA staff will include the use of an Impact Statement (approved by the CEO) to ensure an effective outcome. The Impact Statement will provide for the review of programs, projects, and developing or ongoing CCRTA services that answer, at a minimum, the following questions:

- Are any barriers being created for people with disabilities, people who are aging and other people with access and functional needs?
- Is CCRTA enhancing access and integration for people with disabilities, people who are aging and other people with access and functional needs?
- Does the program, project, or service result in the most integrated setting appropriate for people with disabilities, people who are aging and other people with access and functional needs?
- Has CCRTA taken steps to reduce or eliminate any negative impacts?

## **POLICY REVIEW**

Review of this policy will be done no less than annually or more frequently as needed. To complement the review, CCRTA staff through the Universal Access Team will establish procedures and conduct the following:

- Establish Review Baseline
- Conduct Internal Review of Regulatory Compliance to include an ongoing ADA Performance Monitoring Program for all modes of transportation
- Self-Evaluation Review and Update
- ADA Transition Plan Review and Update
- Establish Best Practices and Lessons Learned Components

Adopted July 6, 2011

Signed by: \_\_\_\_\_ Company: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_



## APPENDIX I

**REFERENCES:** The Proposer must supply a list of three (3) similar projects which he/she has completed within the last five (5) years that satisfactorily met the client's specifications, and list three (3) that did not satisfactorily meet the client's specifications.

1. Company: \_\_\_\_\_  
Owner: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Email: \_\_\_\_\_  
Project: \_\_\_\_\_  
Date Completed: \_\_\_\_\_ Cost: \_\_\_\_\_
2. Company: \_\_\_\_\_  
Owner: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Email: \_\_\_\_\_  
Project: \_\_\_\_\_  
Date Completed: \_\_\_\_\_ Cost: \_\_\_\_\_
3. Company: \_\_\_\_\_  
Owner: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Email: \_\_\_\_\_  
Project: \_\_\_\_\_  
Date Completed: \_\_\_\_\_ Cost: \_\_\_\_\_
4. Company: \_\_\_\_\_  
Owner: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Project: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date Completed: \_\_\_\_\_ Cost: \_\_\_\_\_
5. Company: \_\_\_\_\_  
Owner: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Email: \_\_\_\_\_  
Project: \_\_\_\_\_  
Date Completed: \_\_\_\_\_ Cost: \_\_\_\_\_

6. Company: \_\_\_\_\_  
Owner: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Email: \_\_\_\_\_  
Project: \_\_\_\_\_  
Date Completed: \_\_\_\_\_ Cost: \_\_\_\_\_

CONTRACTS ON HAND: The Proposer must provide a list of contracts that the firm is currently in process:

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## APPENDIX J

### REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST

(Please submit this form for each Request for Information/exception/approved equal)

Page:

VENDOR:

PROJECT: **IFB No. 2017-FC-04**

PAGE: \_\_\_\_\_

PARAGRAPH: \_\_\_\_\_

SUBJECT: \_\_\_\_\_

Request:

\_\_\_\_\_  
Signature

\*\*\*\*\*  
\*\*\*\*\*

FOR CCRTA USE

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_

Clarification: \_\_\_\_\_

Response:

\_\_\_\_\_  
Chief Executive Officer/Designee

## APPENDIX K

### BID SUBMISSION CHECKLIST

In order for your bid to be deemed as responsive to the requirements of the IFB, please use the checklist below to be sure that your bid package includes all required documents.

Bid Documents Required	Check
The following Bid documents must be submitted:	
1. Price Schedule (Appendix A) Zones 1-3 in a separately sealed envelope	
2. Certification Form (Appendix B),	
3. Certification and Statement of Qualifications (Appendix C),	
4. Disclosure of Interests Certification (Appendix D)	
5. Buy America (Appendix E)	
5. Certification of Restrictions on Lobbying (Appendix F)	
7. DBE Participation Form Schedules A-C (Appendix G)	
8. Accessibility Policy (Appendix H)	
9. References (Appendix I)	
10. Request for Information Form (Appendix J), and	
11. Bid Submission Checklist (Appendix K).	
<b>1. Price Schedule (Appendix A) – 1 original sealed in a separate envelope.</b> NO OTHER COPIES ARE TO BE SUBMITTED. DO NOT INCLUDE A COPY ENCLOSED WITH THE REST OF YOUR BID PACKAGE.	
There are 3 Zones for this procurement, and a price schedule for each zone.	
- Price Schedule (Appendix A) Bidder must:	
1. List the Firm Name	
2. Complete the Price Schedule – Base Bid	
3. Sign, Print, Date and Provide Title on Price Schedule (Appendix A)	
<b>2. Certification Form (Appendix B) – Sign, Print, Date and list Title</b>	
<b>3. Certification and Statement of Qualifications (Appendix C)</b>	
- Certification and Statement of Qualifications (Appendix C) Bidder must:	
1. Sign	
2. Print Name	
3. Title and Date	
4. Firm Name	
5. Business address: Street, City, State and Zip	
6. Office and fax telephone numbers	
7. Email address	
8. Firm owner and Firm CEO	
9. Taxpayer Identification Number	

10. Number of year in contracting business under present name	
11. Type of work performed by your company	
12. Have you ever failed to complete any work awarded to you?	
13. Have you ever defaulted on a Contract?	
14. Taxpayer ID# and Date Organized	
15. Date Incorporated	
16. Is your firm considered a disadvantaged business enterprise (DBE)?	
17. If you answered yes to the DBE question, explain type.	
18. Addenda Acknowledgement – write in each addendum issued ( <i>i.e.</i> Addendum No. 1, 2, and 3)	
19. DUNS# - Insert your firm's active DUNS#. You may check the status of your firm's DUNS# at SAM.gov. If your firm is not registered in SAM or your firm's status is not active, then please go to SAM.gov to register.	
<b>4. Disclosure of Interest Certification (Appendix D)</b>	
- Disclosure of Interest Certification (Appendix D) the Bidder must:	
1. Firm Name	
2. Street, City, Zip	
3. Identify your Firm by circling one of 1-4 or provide other in 5	
4. If there is a conflict of interest in the Disclosure Questions, then provide the name of the individual, job title and department or board, commission or committee.	
5. If there is not conflict then move to the Certificate section and Print, list Title, Sign and Date.	
<b>5. Buy America Certificate (Appendix E)</b>	
- Buy America Certificate (Appendix E) Bidder must complete either the compliance or non-compliance sections as follows	
1. Date	
2. Sign	
3. Printed Name	
4. Title	
5. Company Name	
<b>6. Certification and Restrictions on Lobbying (Appendix F)</b>	
- Certification and Restrictions on Lobbying (Appendix F) Bidder must:	
1. Name	
2. Title	
3. Company Name	
4. Date	
5. Sign	
6. Printed Name	
7. Company Name	

<b>7.</b>	DBE Participation Forms Schedules A-C (Appendix G)	
-	DBE Checklists are provide to assist with the completion of the forms.	
-	If you have any questions regarding these forms please contact Christina Perez, DBE Liaison Officer at 361-903-3461.	
-	DBE Participation Forms Schedules A-C (Appendix G) Bidder must:	
1.	Enclose all DBE Forms Schedules A-C (Appendix G)	
<b>8.</b>	Accessibility Policy (Appendix H) – Sign, List Company, Position, and Date	
<b>9.</b>	References (Appendix I)	
-	References (Appendix I) the Bidder must:	
1.	List 3 similar projects which he/she has completed within the last five years that satisfactorily met the client's specification	
2.	List three that did not satisfactorily meet the client's specifications	
3.	Provide a list of contracts that the firm currently has in process.	
<b>10.</b>	Request for Information Form (Appendix J) – include any RFIs in which your firm submitted.	
<b>11.</b>	Bidder Submission Checklist (Appendix K)	