CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY

602 N. Staples, Corpus Christi, Texas 78401 | p. 361-289-2712 | f. 361-903-3578 | www.ccrta.org

INVITATION FOR BIDS
FOR
BEAR LANE BUS PARKING LOT IMPROVEMENTS

IFB No.: 2020-FC-14 **Date Issued: October 26, 2020**

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 p.m. (CST), Monday, December 7, 2020 for **Bear Lane Bus Parking Lot Improvements.** The term of the contract will be to complete the project within 180 calendar days after receipt of a Notice to Proceed. Bid prices shall be good for one hundred eighty (180) calendar days from the board approval 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.

It is anticipated that any supplies under the resulting contract from this solicitation may be funded by the Federal Transit Administration (FTA) 5339(b) fund and is contingent upon funding availability; therefore, all rules and regulations related to the funding source apply.

Bidders are encouraged to attend a pre-bid conference scheduled for Monday, November 9, 2020 at 3:00 p.m. (CST) via GoToMeeting. Please send a request for login information to procurement@ccrta.org by 12:00 p.m. Monday, November 9, 2020. 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.**

Requests for Information/Exceptions/Approved Equals are due by 3:00 p.m., Monday, November 16, 2020, with a response by Monday, November 23, 2020.

Copies of this Invitation for Bid (IFB) and information may be obtained from the CCRTA's website at www.ccrta.org/news-opportunities/business-with-us/. Further information may be obtained from Sherrié Clay, Procurement Administrator, or Christina Perez, Director of Procurement/Grants, at (361) 289-2712.

The CCRTA has a Disadvantaged Business Enterprise (DBE) program, and has determined that a seven percent (7%) DBE goal has been established for this Contract. For additional information, please contact Laura Yaunk, DBE Liaison Officer, at (361) 903-3521.

The following bid documents are applicable under this procurement:

- 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),
- Certification Forms (Appendix B),
- Certification and Statement of Qualifications (Appendix C),
- Disclosure of Interests Certification (Appendix D),
- Sample Form 1295 (Appendix E),
- Buy America (Appendix F),
- Certification of Restrictions on Lobbying (Appendix G),
- DBE Participation Form Schedules A-D (Appendix H),
- Accessibility Policy (Appendix I),
- References (Appendix J),
- Request for Information Form (Appendix K), and
- Bid Submission Checklist (Appendix L).

- Technical Specifications (Exhibit A)
- Construction Drawings (Exhibit B)

The following documents <u>must be signed</u> and returned with your bid in order for it to be considered responsive:

<u>For mailed bid submission</u>, please submit as follows:

- Price Schedule (Appendix A),
- Certification Forms (Appendix B),
- Certification and Statement of Qualifications (Appendix C),
- Disclosure of Interests Certification (Appendix D),
- Buy America (Appendix F),
- Certification of Restrictions on Lobbying (Appendix G),
- DBE Participation Form Schedules A-C (Appendix H),
- Accessibility Policy (Appendix I),
- References (Appendix J), and
- Bid Guarantee.

For electronic bid submissions to procurement@ccrta.org, please submit as follows:

- Price Schedule (Appendix A), **(in a separate file)**,
- Certification Forms (Appendix B, C, D, F, G, H, I and J), **(in one electronic file), and**
- Bid Guarantee **(must be mailed and received by the CCRTA by 3:00 p.m. (CST), December 7, 2020)**.

All electronic files should be clearly titled and submitted together in the same email.

The CCRTA's offices are currently closed to the public due to the COVID-19 pandemic; therefore, hand delivery of bids is not an option at this time.

BIDDERS are required to supply a list of pertinent references with this bid.

BIDDERS must submit the Price Schedule, all certification forms, and a Bid Guarantee (in the form of a Bid Bond or Certified Check equivalent to 5% of the bid price). A Performance Bond and Payment Bond are also required for this Contract. See General Instructions Section 15 for further instructions.

Failure to provide this information may deem your bid to be non-responsive.

The CCRTA shall select the bid that in the CCRTA's opinion constitutes the lowest responsive 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.

INSTRUCTIONS TO BIDDERS

1.0 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). 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: Bear Lane Bus Parking Lot Improvements
IFB No. 2020-FC-14

Bid Due Date: Monday, December 7, 2020 by 3:00 p.m.

The CCRTA's offices are currently closed to the public due to the COVID-19 pandemic; therefore, hand delivery of bids is not an option at this time.

For electronic submission of your bid, please email your bid to procurement@ccrta.org before the bid submission deadline.

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:

- **October 26, 2020 - IFB Issued**
  Bid documents are available on the CCRTA's Website at www.ccrta.org/news-opportunities/business-with-us/.

- **November 9, 2020 - Pre-Bid Conference** at 3:00 p.m. via GoToMeeting. Please submit a request for login information to procurement@ccrta.org by 12:00 p.m. (CST) on this day.

- **November 16, 2020 - Request for Information/Exceptions/Approved Equals Due**
  Written Request for Information/Exceptions/Approved Equals (Appendix K) must be submitted on the supplied form and are due no later than 3:00 p.m. (CST). One request per form is permitted. Request for Information/Exceptions/Approved Equals must be emailed to procurement@ccrta.org or mailed to the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401.

- **November 23, 2020 – CCRTA's Response to Request for Information Due**
  Responses will be posted in the form of an addendum to the CCRTA's Website at www.ccrta.org/news-opportunities/business-with-us/.

- **December 7, 2020 - Bids Due**
  Sealed bids are due no later than 3:00 p.m. (CST). 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.

- **February 3, 2021 – 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 Invitation to Bid. 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.

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.

The CCRTA's offices are currently closed to the public due to the COVID-19 pandemic.

To attend the Bid Opening via GoToMeeting, please submit a login request to procurement@ccrta.org by 12:00 p.m. Monday, December 7, 2020.

8.0 REFERENCES

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

9.0 EVALUATION FACTORS

9.1 The 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 0F 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.

17. FORM 1295 "CERTIFICATE OF INTERESTED PARTIES"

(Only to be submitted if chosen for award)

Bidders must comply with Government Code Section 2252.908 and submit Form 1295 "Certificate of Interested Parties" upon notification that Bidder has been recommended for award. Form 1295 requires disclosure of "interested parties" with respect to entities that enter contracts with cities. These interested parties include:

(1) persons with a "controlling interest" in the entity, which includes: a. an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10 percent; b. membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or c. service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers; or

(2) a person who acts as an intermediary and who actively participates in facilitating a contract or negotiating the contract with a governmental entity or state agency, including a broker, adviser, attorney or representative of or agent for the business entity who has a controlling interest or intermediary for the business entity.
Form 1295 must be electronically filed with the Texas Ethics Commission at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The form must then be printed, signed, and filed with the CCRTA. For more information, please review the Texas Ethics Commission Rules at https://www.ethics.state.tx.us/legal/ch46.html. A Sample Copy of Form 1295 has been provided for reference only.

GENERAL INSTRUCTIONS

1. DESCRIPTION OF PROJECT

1.1. The CCRTA is seeking bids from qualified bidders or individuals interested in a contract to provide Bear Lane Bus Parking Lot Improvements at the CCRTA's Operation's Facility located at 5658 Bear Lane, Corpus Christi, TX 78405 to be completed within 180 calendar days after receipt of a 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. The Bidder will provide all necessary labor, materials, equipment, and supervision as required.

1.3. These specifications are written to explain <u>what</u> to do not <u>how</u> 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 IFB it is understood as referring to the CCRTA's authorized representative – Sharon Montez.

3. TIME OF COMPLETION AND FAILURE TO COMPLETE IN TIME

The term of the contract will be to complete the project within 180 calendar days after receipt of a 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 ten (10) calendar days after receiving a contract from the CCRTA, discussing an appropriate contract time with the Engineer, and receiving a Notice 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. The 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. The 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 ensure 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 ensure 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

The 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 the Bidder or its officers, employees or agents, during the term of the Contract. The 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 the 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

The Bidder shall be required to comply with the CCRTA's Disadvantaged Business Enterprise Program. The CCRTA's goal for DBE participation with this Contract is 7%. Bidders are required to complete the DBE Participation Form Schedules A-C (Appendix H) 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. Schedule D – DBE Payment Form must be completed only by the successful bidder for this contract. The completed form must be submitted and emailed to the DBELO at ccrtadbe@ccrta.org every 30th of the month.

15. BONDING.

15.1. A **bid guarantee** is required from each bidder equivalent to **five percent (5%)** of the bid price. The "bid guarantee" must 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.

15.2. For contracts exceeding $150,000, **a performance bond** is required on the part of the Contractor for 100 percent (100%) 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.

15.3 A **payment bond** is required on the part of the Contractor for **100 percent (100%)** 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.

15.4 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 The 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 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, 1-800-245-4545 and Lone Star notification, 1-800-669-8344.

1.3 The 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 shall be paid for by the Contractor. 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 ensure safety of CCRTA employees.

5.2 The Contractor shall protect adjacent property from damage due to the progress of work. The 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.

5.3 Upon completion of the work and before acceptance and final payment, the 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.

6.0 PERMITS

6.1 In the execution of the work, the 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.

6.2 The Contractor shall be responsible for obtaining any and all permits required. 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.

7.0 COOPERATION WITH OTHER AGENCIES

The Contractor shall cooperate with all public and private agencies and utilities operating within the limits of each project site. The 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
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

8.0 CONSTRUCTION STAKING

Field staking for construction shall be the Contractor's responsibility. In addition, 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.

9.0 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.

10.0 ACCIDENT PREVENTION

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

10.2 The CCRTA calls the Contractors 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 Contractors 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.

11.0 GUARANTY

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. The 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.

12.0 TRAFFIC CONTROL

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. The contractor shall provide orange fencing when necessary and warning cones.

13.0 TIME OF COMPLETION

13.1 The Contractor shall commence work within ten (10) calendar days after receipt of a written Notice to Proceed from the CCRTA or designee ("Engineer"). The term of the contract will be to complete the project within 180 calendar days after receipt of the Notice to Proceed

13.2 For each calendar day that any work remains incomplete after the time specified in the Contract for completion of the work or after such time period as extended pursuant to other provisions of this Contract, **$150.00** per calendar day will be assessed against the Contractor as liquidated damages until the project reaches Substantial Completion and **$175.00** until the project reached Final Completion. Said liquidated damages are not imposed as a penalty but as an estimate of the damages that the Owner will sustain from delay in completion of the work, which damages by their nature are not capable of precise proof. Liquidated damages may be withheld and deducted from monies otherwise due the Contractor in the amount of liquidated damages due the Owner.

14.0 ALLOWANCES

A maximum Betterment Fund allowance of Five Thousand Dollars ($5,000) has been set aside to cover miscellaneous items. BIDDERS should include the Betterment Fund 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.

15.0 UNIT PRICES

The unit prices for each of the several items of work specified in the Bid of each Bidder shall include that items pro-rata share of overhead and profit such that the sum of its products obtained by multiplying the quantity shown for each item by the unit price Bid, represents the total Bid for that particular item. Any Bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is directed to this provision, should conditions make it necessary to revise the project quantities, no limit will be fixed for such increased or decreased quantities, nor extra compensation allowed.

16.0 LUMP SUM PRICES

The lump sum prices for each of the several items of work specified in the Bid shall represent the total Bid for those items, to include overhead, profit, and all other cost items. After the project is awarded, the successful Bidder receiving the award may be required to break down any or all lump sum bid items into individual cost components suitable.

17.0 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:

Demolition of Existing Concrete Pavement: Shall include, but is not limited to the following items:

- Removing and disposing of existing concrete pavement
- Protect surroundings
- Storm water Pollution Prevention-Inlet Covers as required

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

Excavation and Embankment: Shall include, but is not limited to the following items:

- Excavation of the existing base to grade
- Disposal of existing base material

8" Reinforced Concrete Pavement: Shall include, but is not limited to the following items:

- Staking of lines and grades
- Providing and placing steel reinforcing
- Doweling into existing concrete
- Adjusting of Existing Manhole Ring and Covers
- Adjusting of Clean outs and installation of new traffic grade caps
- Construction of expansion/control joints
- Providing, placing and removing formwork
- Providing, placing, finishing, and curing concrete
- Adjusting conflicting utilities and valve boxes

Fencing Loop Detector Re-Installation: Shall include, but is not limited to the following items:

- Disconnecting existing wiring
- Saw cutting and concrete sealant
- Installation of new wiring

Removal and Reinstallation of Existing Fencing: Shall include, but is not limited to the following items:

- Removal of existing line post
- Installation of new line post and top bar
- The existing wire shall be salvaged and re-installed
- The Contractor is to ensure that the CCRTA facility remains secure at all times

Traffic Control and Barricades: Shall include, but is not limited to the following item:

- Orange fencing installed around the work area
- Cones and barrels

Striping: Shall include, but is not limited to the following items:

- Measurement and documentation of existing striping
- Re-Installation of striping disturbed by the concrete repair

Remove and Reinstall Electric Charging Equipment: Shall include, but is not limited to the following items:

- De-energizing equipment
- Temporary lifting of equipment to complete the installation of concrete
- Re-installing the equipment and anchoring

THE

TECHNICAL SPECIFICATIONS, and

CONSTRUCTION DRAWINGS FOR

IFB NO. 2020-FC-14

BEAR LANE BUS PARKING LOT IMPROVEMENTS

Can be downloaded from the CCRTA's web site at:

www.ccrta.org/news-opportunities/business-with-us/

WAGE RATES

WAGE RATES

General Decision Number: TX20200288 09/11/2020

Superseded General Decision Number: TX20190288

State: Texas

Construction Type: Building

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

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 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 $10.80 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 2020. If this Contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the Contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	09/11/2020

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER.....	$ 28.00	22.35

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* ELEC0278-002 03/20/2020

	Rates	Fringes
ELECTRICIAN.....	$ 26.25	8.24

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* ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above....	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	$ 32.35	13.10

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* IRON0084-011 06/01/2020

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	$ 25.26	7.13

SUTX2014-068 07/21/2014

	Rates	Fringes
BRICKLAYER.....	$ 20.04	0.00
CARPENTER.....	$ 15.21	0.00
CEMENT MASON/CONCRETE FINISHER...	$ 15.33	0.00
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 19.77	7.13
IRONWORKER, REINFORCING.....	$ 12.27	0.00

IRONWORKER, STRUCTURAL.....	$ 22.16	5.26
LABORER: Common or General.....	$ 9.68	0.00
LABORER: Mason Tender - Brick...	$ 11.36	0.00
LABORER: Mason Tender - Cement/Concrete.....	$ 10.58	0.00
LABORER: Pipelayer.....	$ 12.49	2.13
LABORER: Roof Tearoff.....	$ 11.28	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	$ 14.25	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	$ 13.93	0.00
OPERATOR: Bulldozer.....	$ 18.29	1.31
OPERATOR: Drill.....	$ 16.22	0.34
OPERATOR: Forklift.....	$ 14.83	0.00
OPERATOR: Grader/Blade.....	$ 13.37	0.00
OPERATOR: Loader.....	$ 13.55	0.94
OPERATOR: Mechanic.....	$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 16.03	0.00
OPERATOR: Roller.....	$ 12.70	0.00
PAINTER (Brush, Roller, and Spray)	$ 14.45	0.00
PIPEFITTER.....	$ 25.80	8.55
PLUMBER.....	$ 25.64	8.16
ROOFER.....	$ 13.75	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	$ 21.13	6.53
TILE FINISHER.....	$ 11.22	0.00

TILE SETTER.....	$ 14.74	0.00
TRUCK DRIVER: Dump Truck.....	$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck....	$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	$ 12.00	4.11

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.

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)).

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 Corpus Christi RTA, Attn: Accounts Payable, 602 N. Staples Street, Corpus Christi, Texas 78401 or electronically submitted by email to AccountsPayable@ccrta.org. 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 bid 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 coverage's 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 coverage's 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 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.

18. LIQUIDATED DAMAGES

For this IFB, liquidated damages have been included as part of the Scope of Work. Said damages are not imposed as a penalty but as an estimate of the damages that the CCRTA will sustain from delays or poorly performed work. These damages by their nature are not capable of precise proof. The CCRTA may withhold the amount of liquidated damages from monies otherwise due

the CONTRACTOR.

FEDERAL SUPPLEMENTAL CONDITIONS
TABLE OF CONTENTS
(CONSTRUCTION)

1. **No Federal Government Obligations to Third Parties……..…….**
2. **False statement or Claims - Civil and Criminal Fraud……**
3. **Access to Third Party Contract Records…….….**
4. **Changes to Federal Requirements…….……**
5. **Termination……...…….**
6. **Civil Rights (Title VI, ADA, EEO) ..……...……**
7. **Disadvantaged Business Enterprises (DBEs)…….….**
8. **Incorporation of FTA Terms…….…..**
9. **Debarment and Suspension…….…..**
10. **Buy America…….....**
11. **Resolution of Disputes…….…..**
12. **Lobbying……...….…**
13. **Clean Air…….....**
14. **Clean Water……...…**
15. **Cargo Preference…….....**
16. **Fly America……....**
17. **Davis Bacon Act and Copeland Anti-Kickback Acts…….…….**
18. **Contract Work Hours and Safety Standards……**
19. **Bond Requirements…….....**
20. **Seismic Safety……**
21. **Energy Conservation…….…..**
22. **Recycled Products……...…**
23. **ADA Access……**

FEDERAL SUPPLEMENTAL CONDITIONS

(CONSTRUCTION)

As used in these Supplemental Conditions, the term "RECIPIENT" 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. The Contractor clauses and provisions apply to all Federally-assisted Construction/Repair Contracts. These provisions supersede and take precedence over any other clause or provision contained within this Contract that may be in conflict therewith.

1. No Federal Government Obligations to Third Parties

(1) The CCRTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, 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 sub-contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the sub-contractor who will be subject to its provisions.

2. False Statement or Claims – Civil and Criminal Fraud

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR 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 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 Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a

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

(3) The Contractor agrees to include the above two clauses in each sub-contract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-contractor who will be subject to the provisions.

3. Access to Third Party Contract Records

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

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

(3) Access to Records – The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this Contract as reasonably may be required

(4) Access to the Sites of Performance – The Contractor agrees to permit FTA and its Contractors access to the sites of performance under this Contract as reasonably may be required.

4. Changes to Federal Requirements

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 FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

5. Termination

(1) 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. The Contractor shall promptly submit its termination claim to the CCRTA to be paid by the Contractor. If the Contractor has any property in its possession belonging to the CCRTA, the Contractor will account for same, and dispose of it in the manner the CCRTA directs.

(2) Termination for Default [Breach or Cause] (General Provision) - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, 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 on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the 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 or performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

(3) Opportunity to Cure (General Provision) - 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 will 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 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.

(4) Waiver of Remedies for any Breach - In the event that the 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 the CCRTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

(5) Termination for Convenience (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.

(6) Termination for Default (Supplies and Service) - If the Contractor fails to deliver supplies or to perform the services within the time specified in this Contract or any extension or, if the Contractor fails to comply with any other provisions of this Contract, the 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 will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this Contract.

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

(7). Termination for Default (Transportation Services) - If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this Contract or any extension or if the Contractor fails to comply with any other provisions of this Contract, the 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 will only be paid the contract price for services performed in accordance with the manner of performance set forth in this Contract.

If this Contract is terminated while the Contractor has possession of the CCRTA's goods, the Contractor shall, upon direction of the CCRTA, protect and preserve the goods until surrendered to the CCRTA or its agent. The Contractor and the 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 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 convenience of the CCRTA.

(8) Termination for Default (Construction) - If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this Contract, or any extension, or fails

to complete the work within this time, or if the Contractor fails to comply with any other 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 compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the 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. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the CCRTA, acts of another contractor in the performance of a contract with the CCRTA, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The Contractor, within 10 days from the beginning of any delay, notifies the CCRTA in writing of the causes of delay. If, in the judgement of CCRTA, the delay is excusable, the time for completing the work shall be extended. The judgment of the CCRTA shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this Contract.

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

(9). Termination for Convenience or Default (Architect & Engineering) - -The CCRTA may terminate this Contract in whole or in part, for the CCRTA's convenience or because of the failure of the Contractor to fulfill contract obligations. The 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. CCRTA has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

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

If termination is for contractor's failure to fulfill contract obligations, the CCRTA may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the CCRTA.

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 convenience of CCRTA.

(10). Termination for Convenience or Default (Cost-Type Contracts) - The CCRTA may terminate this Contract, or any portion of it, by serving a Notice or Termination on the Contractor. The notice shall state whether termination is for convenience of the CCRTA or for default of contractor. If termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the CCRTA, or property supplied to the Contractor by the CCRTA. If termination is for default, the 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 the CCRTA and the parties shall negotiate the termination settlement to be paid to the Contractor.

If termination is for the convenience of CCRTA the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the CCRTA determines that the Contractor has an excusable reason for not performing, 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.

6. Civil Rights (Title VI, ADA, EEO)

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

Under this Agreement, the Contractor shall at all times comply with the

following requirements and shall include these requirements in each subcontract entered into as part thereof.

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

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

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

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

comply with any implementing requirements FTA may issue.

7. Disadvantaged Business Enterprises (DBEs)

Contracts involving subcontractors (exclusive of transit vehicle purchases)

To the extent authorized by Federal law, the CCRTA agrees to facilitate participation by Disadvantaged 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) The 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) The 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. The CCRTA agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination 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 C.F.R. Part 26 and approved by U.S. DOT, the CCRTA's DBE program, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The CCRTA agrees that implementation of this DBE program is a legal obligation, and that failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and the Master Agreement. Upon notification by U.S. DOT to the 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.

8. Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms & 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 will not perform any act, fail to perform any act, or refuse to comply with any request that would cause the CCRTA to be in violation of FTA terms and conditions.

9. Debarment and Suspension

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, the bidder certifies as follows: The certification in this clause is a material representation of fact relied upon by the CCRTA. If it is later determined that the bidder 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 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 further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Buy America

The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR §661.7. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR §661.11. The bidder or offeror must submit to the CCRTA the appropriate Buy America certification with its bids or offers. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

11. Resolution of Disputes, Breaches, or Other Litigation

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

binding upon contractor and contractor shall abide by the decision. Performance During Dispute - Unless otherwise directed by the CCRTA, 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 within ten 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 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 contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12. Lobbying

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.] - 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 contacts 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.

13. Clean Air

(1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report

each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

(2) Contractor shall include these requirements in each subcontract exceeding $100,000 financed in whole or in part with FTA assistance.

14. Clean Water

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

15. Cargo Preference

Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.) c. include these requirements in all subcontracts issued pursuant to this Contract when the subcontract involves the transport of equipment, material, or commodities by ocean vessel.

16. Fly America

(1) Definitions. As used in this clause--

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

United States means the 50 States, the District of Columbia, and outlying areas.
U.S.-flag air carrier means an air carrier holding a certificate under 49 U.S.C.

Chapter 411.

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

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

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

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

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

(5) The Contractor shall include the substance of this clause, including this paragraph (5), in each subcontract or purchase under this Contract that may involve international air transportation

17. Davis-Bacon and Copeland Anti-Kickback Acts.

1) For all prime construction, alteration or repair contracts in excess of $2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, the Contractor shall

pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

18. Contract Work Hours & Safety Standards Act

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

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

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

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

19. Bond Requirements

1) Bid Guarantee

Bidders shall furnish a bid guaranty in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the CCRTA. The amount of such guaranty shall be equal to **5%** of the total bid price.

In submitting this bid, it is understood and agreed by bidder that the CCRTA reserves the right 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 the 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 the CCRTA, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent CCRTA's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty 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

guarantee 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 herein, other than that requested will render the bid unresponsive.

2) Performance Guarantee

A Performance Guarantee in the amount of 100% of the Contract value is required by the CCRTA to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Agreement. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the CCRTA within ten (10) business days from Contract execution. The CCRTA requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the CCRTA and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. The CCRTA may require additional performance bond protection when the 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 amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the CCRTA if:

1. A bank in good standing issues it. The CCRTA will not accept a Letter of Credit from an entity other than a bank.

2. It is in writing and signed by the issuing bank.

3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.

4. The CCRTA is identified as the Beneficiary.

5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.

6. The effective date of the Letter of Credit is the same as the effective

date of the Contract

7. The expiration date of the Letter of Credit coincides with the term of this Agreement.

8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the CCRTA and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

3) Payment Bonds

A Labor and Materials Payment Bond equal to the full value of the Contract must be furnished by the Contractor to CCRTA as security for payment by the Contractor and sub-contractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to the CCRTA and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

20. Seismic Safety

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to 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 a sub-contractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

21. Energy Conservation

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.

22. Recycled Products

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. ADA Access

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

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 7% 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.

A. 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.

B. 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/.

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 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 bid\der 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 of 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

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 A

PRICE SCHEDULE

FIRM: _____

IFB NO.: 2020-FC-14
Bear Lane Bus Parking Lot Improvements

INSTRUCTIONS:

1) Refer to the "General Instructions", "Special Conditions, "Technical Specifications (Exhibits A)", and Constructions Drawings (Exhibit B) before completing your Price Schedule and quote your best price.

2) **Submit one (1) signed original Price Schedule.** 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 or submit your bid electronically to procurement@ccrta.org prior to the deadline.

3) 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 CCRTA's offices are currently closed to the public due to the COVID-19 pandemic; therefore, the Bid Opening will be held via GoToMeeting. To participate, please send a login request to procurement@ccrta.org. 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 a signed contract is in place.**

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

BASE BID
See Special Conditions-Definition of Bid Items

1. 4,900 SY DEMOLITION OF EXISTING CONCRETE,

$_____ $_____
Unit Price (Figures) Unit Price (Figures in Written Words)

$_____ $_____
Total Price (Figures) Total Price (Figures in Written Words)

2. 3,900 LF SAW CUT EXISTING CONCRETE (FULL DEPTH),

$_____ $_____
Unit Price (Figures) Unit Price (Figures in Written Words)

$_____ $_____
Total Price (Figures) Total Price (Figures in Written Words)

3. 4,900 SY EXCAVATION AND EMBANKMENT,

$_____ $_____
Unit Price (Figures) Unit Price (Figures in Written Words)

$_____ $_____
Total Price (Figures) Total Price (Figures in Written Words)

4. 4,900 SY 8" COMPACTED SUBGRADE,

$_____ $_____
Unit Price (Figures) Unit Price (Figures in Written Words)

$_____ $_____
Total Price (Figures) Total Price (Figures in Written Words)

5. 4,900 SY 8" CHRUSHED LIMESTONE FLEXIBLE BASE (TYPE A, GRADE 1-2),

$_____ $_____
Unit Price (Figures) Unit Price (Figures in Written Words)

$_____ $_____
Total Price (Figures) Total Price (Figures in Written Words)

6. 4,900 SY 8" REINFORCED CONCRETE PAVEMENT,

$_____ $_____
Unit Price (Figures) Unit Price (Figures in Written Words)

$_____ $_____
Total Price (Figures) Total Price (Figures in Written Words)

7. 300 LF 6" CURB,

$_____ $_____
Unit Price (Figures) Unit Price (Figures in Written Words)

$_____ $_____
Total Price (Figures) Total Price (Figures in Written Words)

8. 2 EA FENCING LOOP DETECTOR RE-INSTALLATION,

$_____ $_____
Unit Price (Figures) Unit Price (Figures in Written Words)

$_____ $_____
Total Price (Figures) Total Price (Figures in Written Words)

9. 130 LF REMOVE AND REINSTALL EXISTING FENCING,

$_____ $_____
Unit Price (Figures) Unit Price (Figures in Written Words)

$_____ $_____
Total Price (Figures) Total Price (Figures in Written Words)

10. 1 LS TRAFFIC CONTROL AND BARACADING,

$_____ $_____
Unit Price (Figures) Unit Price (Figures in Written Words)

$_____ $_____
Total Price (Figures) Total Price (Figures in Written Words)

11. 1 LS STRIPING,

$_____ $_____
Unit Price (Figures) Unit Price (Figures in Written Words)

$_____ $_____
Total Price (Figures) Total Price (Figures in Written Words)

12. 1 LS REMOVE AND REINSTALL ELECTRIC CHARGING EQUIPMENT, (Appendix 2 Photo Log)

$_____ $_____
Unit Price (Figures) Unit Price (Figures in Written Words)

$_____ $_____
Total Price (Figures) Total Price (Figures in Written Words)

13. 1 AL BETTERMENT FUND (Allowance)

$ $5,000.00 $ Five Thousand Dollars
Unit Price (Figures) Unit Price (Figures in Written Words)

$ $5,000.00 $ Five Thousand Dollars
Total Price (Figures) Total Price (Figures in Written Words)

TOTAL BASE BID PRICE, Items 1 through 13

$ _____

Total Price (In Figures)

$ _____

Total Price (Figures in Written Words)

UPON RECIEVEING THE NOTICE TO PROCEED, THE BIDDER AGREES TO COMPLETE ALL WORK WITHIN 180 CALENDAR DAYS (SUBSTANTIAL COMPLETION) AND SUBSEQUENTLY COMPLETE ALL PUNCH LIST ITEMS WITHIN 14 CALENDAR DAYS (FINAL COMPLETION).

_____	_____
Signature	Printed Name
_____	_____
Title	Date

APPENDIX B

CERTIFICATION FORM

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

(1) **Bid Validity Certification:** If this offer is accepted within one hundred twenty (180) calendar days from the board approval 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 bid independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to this Invitation for Bids 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
_____	_____
_____	_____

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

SAMPLE FORM 1295

CERTIFICATE OF INTERESTED PARTIES **FORM 1295**

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

APPENDIX F

Buy America Certificate

Certification requirement for procurement of steel, iron, or manufactured products (required for contracts over $150,000)

CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS

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

Date: _____

Authorized Signature: _____

Print Name: _____

Company Name: _____

Title: _____

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 exemption to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR §661.7

Date: _____

Authorized Signature: _____

Print Name: _____

Company: _____

Title: _____

APPENDIX G

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 _____, 2020.

Signed: _____

Printed Name: _____

Company Name: _____

APPENDIX H

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)
NOTE: PRICES REPRESENTED ON THIS PAGE SHOULD ACCURATELY REFLECT AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR *ONLY 60% OF AGREED SUCONTRACT 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.

_____	_____
Name of Contractor's Affiant – Print	*Title of Affiant*
_____	_____
Signature	*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 of 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

SCHEDULE B
CONFIRMATION OF PROPOSED DBE PARTICIPATION

IFB/RFP NUMBER: (1) _____

NAME OF PROJECT: (2) _____

FROM: (3) _____

(Name of DBE firm)

TO: (4) _____ and CCRTA
(Name of Contractor)

(5)_____
(Address of DBE Firm)

(6) _____
(Phone Number of *Authorized Agent* of DBE firm)

(7) _____
(Email Address of *Authorized Agent* of DBE firm)

The DBE status of the undersigned is confirmed by the attached Letter of Certification from the TUCP dated, (8) _____ (if proposing to perform as a DBE/non-DBE Joint Venture, the Letter of Certification from the DBE venturer is attached along with a completed Schedule B and joint venture agreement).

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Description/Type of Work (In Detail) (9)
Quantity (If Applicable) (10)
Dollar Amount of DBE Contract (11)

_____

_____

_____

_____

_____

_____

_____

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)

_____

_____

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 EXPLANANTION AND DESCRIPTION OF THE WORK TO BE SUBLET MUST BE LISTED BELOW: (16)

_____

_____

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 TUCP Letter of Certification for each DBE must be submitted.

ALL INFORMATION REQUESTED BY THIS SCHEDULE MUST BE ANSERED 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:

_____

_____

_____

_____

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 TUCP 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):

_____

_____

_____

_____

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:

_____

_____

_____

B. Authority to enter contracts on behalf of the joint venture:

_____

_____

_____

C. Signing, co-signing and/or collateralizing loans:

_____

_____

_____

D. Acquisition of lines of credit:

_____

_____

_____

SCHEDULE D
DBE PAYMENT REPORT FORM

Corpus Christi Regional Transportation Authority
602 N. Staples St. Corpus Christi, TX 78401

1) Invoice Number:	2) Report Number:	
3) Reporting Period:	From:	To:

INSTRUCTIONS: **All prime contractors and consultants are required to complete and submit this report to the DBE Liaison Officer with a copy of the invoice every 30th day of the month, until FINAL payment of the contract. Use additional sheets if reporting more than two subcontractors.**

NOTE: Failure to comply with CCRTA's Disadvantaged Business Enterprise (DBEs) provisions may result in contract termination, or the suspension or debarment of the contractor from doing business with CCRTA in the future in accordance with the procedures set forth in CCRTA's Procurement Regulations. To complete this report, see detailed instructions on the proceeding page.

4) CCRTA Contract Number:		
5) Type of Contract: Construction Professional Service Supply/Commodity Service		
6) Contractor's Business Name:		
Address:		**Phone No.:**
7) Date of Contract Award:		
8) Estimated Date of Completion:		
9) Original Contract Amount:		
10) Current Amended Contract Amount (including Modifications):		
11) Total Amount Received to Date:		
12) Total Amount Owed:	**Amount of This Invoice:**	
13) Committed Disadvantaged Business Participation:		
14) Actual Disadvantaged Business Enterprise (DBE) Percentage (%) to Date:		
(Calculation of DBE%: Dollar Amount Paid to DBE divided by Dollar Amount Received by Contractor from CCRTA)		
15) SUBCONTRACTOR NAME:		
16) Is Subcontractor DBE Certified?	**Yes, Certificate #_____ No**	**Yes, Certificate#_____ No**
17) Description of Work:		
18) Amount & Date of Last Payment:		
19) Subcontract Value (in $$):		
20) Total Amount Paid-to-Date (in $$):		
21) Percentage (%) Paid to Date:		
22) Amount of This Invoice Allocated to Subcontractor:		

I hereby certify that _____ has made timely payments from proceeds of prior payments, and will make payments within five (5) days of receipt of funds from CCRTA for progress and/or final payment to our subcontractors and suppliers in accordance with contractual arrangements with them.

COMPANY OFFICIAL'S NAME & TITLE:	
COMPANY OFFICIAL'S SIGNATURE:	**DATE SIGNED:**
NAME & TITLE OF INDIVIDUAL COMPLETING REPORT:	

SCHEDULE D

INSTRUCTIONS FOR CONTRACTORS
"HOW TO FILL-OUT DBE PAYMENT REPORT FORM"

The DBE Payment Report is to be filled out by the Contractor and submitted with a copy of the invoice every 30th day of the month. The instructions below correspond to each item on the reverse side of the report. Please follow the instructions.

Please submit by email the completed DBE Payment Report form to the DBELO at ccrtadbe@ccrta.org.

1. **Invoice Number** – Fill in the invoice number accompanying this report.

2. **Report Number** – Fill in the number of the report you are sending in sequence. For example: if this is the second invoice you are submitting, you are sending in Report Number 2.

3. **Reporting Period** – This is to be filled in to state the period of time you are reporting. Example: From: October 1, 2020 To: October 31, 2020.

4. **CCRTA Contract Number** – Fill in the contract number assigned to your project by CCRTA; make sure that your invoice corresponds to the Contract No.

5. **Type of Contract** – Designate the type of contract that has been awarded to you by the CCRTA.

6. **Contractor's Business Name, Address, and Phone Number** – Fill in your company's name, address, and phone number

7. **Date of Contract Award** – Fill in the date contract was executed by both you and CCRTA.

8. **Estimated Date of Completion** – Fill in the completion date of contract as written in contract.

9. **Original Contract Amount** – Fill in dollar amount of original contract agree upon by you and CCRTA.

10. **Current Amended Contract Amount** – Fill in the dollar amount of original contract plus/minus the dollar amount agreed upon at a later date as a result of contract modifications (change order). If applicable, include date of modification.

11. **Total Amount Received to Date** – Fill in the dollar amount you have received from CCRTA to date.

12. **Total Amount Owed** – Fill in the dollar amount of the contract minus amount paid to you by CCRTA.

13. **Committed Disadvantaged Business Participation** – Fill in the percentage of DBE participation you committed to obtain on the contract.

14. **Actual Disadvantaged % to Date** – Fill in the calculated dollar amount paid to the DBE divided by the dollar amount you received from CCRTA.

15. **Name o f Subcontractor** – Name all DBE and non-DBE subcontractors used in this contract. Use additional sheets as necessary.

16. **Disadvantaged Business Enterprise (DBE)** – Select yes if subcontractor is certified DBE and indicate Certificate Number; if not DBE certified, select no.

17. **Description of Work** – State the work performed by the DBE and non-DBE subcontractor(s).

18. **Amount and Date of Last Payment** – State the amount and date of last payment made to each DBE and non-DBE subcontractor. Submit evidence of payment, i.e. cancelled check, check register, etc.

19. **Subcontractor Value (Dollars) –** State the committed dollar value to the DBE and non-DBE subcontractor for the duration of the contract.

20. **Percent of Earned Progress to Date** – State the percentage by dividing the dollar amount paid to the DBE and non-DBE subcontractors by the full amount committed to them.

21. **Amount Paid to Date (Dollars)** - Add all amount paid to each DBE and non-DBE subcontractor to date.

22. **Amount of This Invoice Allocated to Vendor/Subcontractor** – Fill in how much of this invoice will be paid to each DBE and non-DBE subcontractor.

APPENDIX I

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 J

REFERENCES: The Bidder 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 Bidder must provide a list of contracts that the firm is currently in process:
_____
_____
_____
_____

APPENDIX K

REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST
(Please submit this form for each Request for Information/Exception/Approved Equal)

Page:

VENDOR:

PROJECT: **IFB No. 2020-FC-14**

PAGE: ____ PARAGRAPH: ___ SUBJECT: ___

Request:

_____
Signature

****
****

FOR CCRTA USE

Approved: _____ Disapproved: _____ Clarification: _____

Response:

_____
Chief Executive Officer/Designee

APPENDIX L

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),	
2. Certification Form (Appendix B),	
3. Certification and Statement of Qualifications (Appendix C),	
4. Disclosure of Interests Certification (Appendix D),	
5. Buy America (Appendix F),	
5. Certification of Restrictions on Lobbying (Appendix G),	
7. DBE Participation Form Schedules A-C (Appendix H),	
8. Accessibility Policy (Appendix I),	
9. References (Appendix J), and	
10. Bid Guarantee.	
Note: A Performance Bond and Payment Bond are required for this Contract.	
1. Price Schedule (Appendix A) – Submit the following: **If submitting your bid by mail,** submit one signed Price Schedule in a sealed envelope along with Certification Forms (Appendix B, C, D, F, G, H, I and J) and a Bid Guarantee. Address your sealed bid in an envelope with the information as noted in the "Instructions to Bidders" Section 5. **If submitting your bid electronically** to procurement@ccrta.org, please submit one signed Price Schedule in pdf format, Certification Forms (Appendix B, C, D, F, G, H, I, and J), and a Bid Guarantee in three separate electronic files. **All electronic files must be clearly titled and submitted together in the same email.**	
- Price Schedule (Appendix A) Bidder must:	
1. List the Firm Name	
2. Complete the Price Schedule and Total Base Bid Price, Items 1 through 13	
3. Sign, Print, Date and Provide Title on Price Schedule (Appendix A)	
1. Certification Form (Appendix B) – Sign, Print, Date and list Title	
2. Certification and Statement of Qualifications (Appendix C)	
- 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.e. 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.	
3. Disclosure of Interest Certification (Appendix D)	
- 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.	
5. Buy America Certificate (Appendix F)	
- Buy America Certificate (Appendix F) Bidder must complete either the compliance or non-compliance sections as follows	
1. Date	
2. Sign	
3. Printed Name	
4. Title	

5. Company Name	
6. Certification and Restrictions on Lobbying (Appendix G)	
- Certification and Restrictions on Lobbying (Appendix G) Bidder must:	
1. Name	
2. Title	
3. Company Name	
4. Date	
5. Sign	
6. Printed Name	
7. Company Name	
7. DBE Participation Forms Schedules A-C (Appendix H)	
- DBE Checklists are provided to assist with the completion of the forms.	
- If you have any questions regarding these forms please contact Laura Yaunk, DBE Liaison Officer at 361-903-3521.	
- DBE Participation Forms Schedules A-C (Appendix H) Bidder must:	
1. Enclose all DBE Forms Schedules A-C (Appendix H)	
8. Accessibility Policy (Appendix I) – Sign, List Company, Position, and Date	
9. References (Appendix J)	
- References (Appendix J) 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.	
10. Bid Guarantee	
- Can be in the form of a Bid Bond or Certified Check equivalent to 5% of the bid price.	
- Must be submitted by **Mail** even if submitting your bid electronically by email. It must be received by the CCRTA by 3:00 p.m. (CST), December 7, 2020.	