



**INVITATION FOR BIDS
FOR
ROOF REPLACEMENT AT BEAR LANE OPERATIONS BUILDING**

IFB No.: 2022-FC-16

Date Issued: August 30, 2022

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 or by email at procurement@ccrta.org, until 3:00 p.m. (CST), Tuesday, October 11, 2022 for Roof Replacement at Bear Lane Operations Building. This is a firm-price service contract. The term of the contract will be to complete the project within **90 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) (Grant Number TX-2018-074) 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 Wednesday, September 14, 2022 at 3:00 p.m. (CST) in the Board Room on the second floor at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401. The purpose of this meeting is to provide an overview of the requirements of the project and to answer any questions bidders may have concerning this procurement. Although attendance is not mandatory, bidders are strongly encouraged to attend.

If you are unable to attend the pre-bid conference, but would like to remotely participate via GoToMeeting, please send a request for login information to procurement@ccrta.org by 1:00 p.m. (CST) Wednesday, September 14, 2022.

Requests for Information/Exceptions/Approved Equals Requests will be due by 3:00 p.m. (CST), Tuesday, September 20, 2022, with a response from the CCRTA by Tuesday, September 27, 2022.

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 Specialist, or Christina Perez, Director of Procurement, at procurement@ccrta.org.

The following bid documents are applicable under this procurement:

- Invitation for Bids,
 - Instructions to Bidders,
 - General Instructions,
 - Wage Rates,
 - Standard Service Terms and Conditions,
 - Federal Supplemental Conditions (Construction Contracts),
 - 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),
 - Accessibility Policy (Appendix H),
 - References (Appendix I),
 - Request for Information Form (Appendix J), and
 - Bid Submission Checklist (Appendix K).
- Technical Specifications (EXHIBIT A), and
- Construction Drawings (EXHIBIT B).

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

For mailed bid submission, please submit as follows:

- Price Schedule (Appendix A) – **(Submit one signed Price Schedule in a sealed envelope)**,
- 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),
- Accessibility Policy (Appendix H),
- References (Appendix I), and
- Bid Guarantee.

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

- Price Schedule (Appendix A), **Sign and Submit (in a separate file)**,
- Certification Forms (Appendix B, C, D, F, G, H, and I), **Sign All and Submit (in a separate pdf file), and**
- Bid Guarantee (**must be mailed** and received by the CCRTA by 3:00 p.m.

(CST), Tuesday, October 11, 2022).

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

Note: Bidder's email submission must be less than 30MB. If your email submission is more than 30MB, submit your bid via a file storage service such as drop box, hightail, etc. If you choose to submit via a file storage service, send a link to procurement@ccrta.org for the files to be accessed.

Bidders are to choose one submission option. If submitting by mail, **DO NOT** submit electronically. If submitting electronically, **DO NOT** submit by mail.

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

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 14.0 Bonding 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.

The following document must be submitted prior to award if not submitted with the Bidder's bid:

- Copy of Insurance

The following document is required to be submitted ONLY upon notification of recommendation for award:

- Form 1295 "Certificate of Interested Parties"

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 (Appendix A) 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: IFB No. 2022-FC-16 Roof Replacement at Bear Lane
Operations Building**

Bid Due Date: Tuesday, October 11, 2022 by 3:00 p.m. (CST)

If hand delivery is preferred, please deliver to the CCRTA’s receptionist located on the third floor to be time and date stamped.

Bids may also be electronically submitted to procurement@ccrta.org prior to the deadline.

Bidders are to choose one submission option. If submitting by mail, **DO NOT** submit electronically. If submitting electronically, **DO NOT** submit by mail.

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:

- **August 30, 2022 - IFB Issued**
Bid documents are available on the CCRTA's Website at www.ccrta.org/news-opportunities/business-with-us/.
- **September 14, 2022 - Pre-Bid Conference** at 3:00 p.m. (CST) at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401. To remotely participate via GoToMeeting, please send a request for login information to procurement@ccrta.org by 1:00 p.m. (CST) on this day.
- **September 20, 2022 - Request for Information/Exceptions/Approved Equals Requests**
Written Request for Information/Exceptions/Approved Equals Requests (Appendix J) 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 Requests 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 prior to the deadline.
- **September 27, 2022 – CCRTA's Response to Request for Information/Exceptions/Approved Equals Requests**
Responses will be posted in the form of an addendum to the CCRTA's Website at www.ccrta.org/news-opportunities/business-with-us/.
- **October 11, 2022 - Bids Due**
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 or by email to procurement@ccrta.org prior to deadline.
- **October 11, 2022 – Bid Opening**
The Bid Opening will be held at 3:30 p.m. (CST) on Tuesday, October 11, 2022 in the CCRTA's Boardroom located on the second floor of the

Staples Street Center at 602 N. Staples St., Corpus Christi, Texas 78401. To attend the Bid Opening remotely, please submit a login request to procurement@ccrta.org by 1:00 p.m. (CST) Tuesday, October 11, 2022.

▪ **November 2, 2022 – 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.

6.0 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 Bid Opening will be held at 3:30 p.m. (CST) on Tuesday, October 11, 2022 in the CCRTA's Boardroom located on the second floor of the Staples Street Center at 602 N. Staples St., Corpus Christi, Texas 78401. To attend the Bid Opening remotely, please submit a login request to procurement@ccrta.org by 1:00 p.m. (CST) Tuesday, October 11, 2022.

8.0 REFERENCES

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

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 OF RIGHTS

The CCRTA expressly reserves the right to:

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

11. ACCEPTANCE

Acceptance of a bidder’s offer in some instances will be in the form of purchase orders issued by the CCRTA. Otherwise, acceptance of a bidder’s offer will be by acceptance letters issued by the CCRTA. Subsequent purchase orders and release orders may be issued as appropriate. Unless the bidder specifies otherwise in the

bid, the CCRTA may award the contract for any item or group of items shown on the Bid Invitation.

12. BID PROTESTS

In the event that a bidder desires to protest any bidding procedure, the bidder should present such protest, in writing, to the CCRTA's Chief Executive Officer within five (5) 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.

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 for the removal and replacement of the existing SBS modified bitumen roof at the Bear Lane Operations Building located at 5658 Bear Lane, Corpus Christi, Texas 78405. The building will remain operational during the construction process.

1.2. **The base bid work** for this project consists of removing the existing modified bitumen roofing assembly on the upper roof, including, but not limited to the roofing base and caps sheets, flat and tapered insulation, and metal parapet caps, and providing a new thermoplastic-olefin (TPO) roofing system and metal coping that comply with the current building codes, and TDI design requirements. Existing elements on the roof, such as mechanical exhaust fans, stack vents, skylight, internal roof drains and roof hatch, will remain. The Contractor will provide all necessary labor, materials, equipment, and supervision as required.

1.3 **Additive Alternate No. 1** for this project consists of removing the existing modified bitumen roofing assembly on the lower level roofs, including, but not limited to the roofing base and caps sheets, flat and tapered insulation, and metal parapet caps, and providing a new TPO roofing system and metal coping that comply with the current building codes, and TDI design requirements. The Contractor will provide all necessary labor, materials, equipment, and supervision as required.

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 **90 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 Texas Poison Control Network at 1-800-222-1222

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. BONDING

14.1. 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.

14.2. 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.

14.3 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.

14.4 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.

**THE
TECHNICAL SPECIFICATIONS, and
CONSTRUCTION DRAWINGS FOR
IFB NO. 2022-FC-16
ROOF REPLACEMENT AT BEAR LANE OPERATIONS
BUILDING**

Can be downloaded from the CCRTA's website at:

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

WAGE RATES

WAGE RATES

"General Decision Number: TX20220288 08/05/2022

Superseded General Decision Number: TX20210288

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g. an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- The Contractor must pay all covered workers at least \$15.00 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 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022
2	08/05/2022

	Rates	Fringes
BOILERMAKER.....	\$29.47	\$24.10

 ELEC0278-002 03/20/2020

	Rates	Fringes
ELECTRICIAN.....	\$26.25	\$8.24

 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

 * IRON0084-011 06/01/2022

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$26.76	\$7.88

 * 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.

=====
=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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

<https://www.dol.gov/agencies/whd/government-contracts>.

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)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

=====

END OF GENERAL DECISION

STANDARD SERVICE TERMS AND CONDITIONS

1. SERVICE STANDARDS.

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

2. INVOICES AND PAYMENTS.

Contractor shall submit **separate invoices to the Engineer of Record and the Project Manager on a monthly basis or as otherwise specified in the contract documents. Once the Engineer reviews and approves the invoices, the invoices should be sent 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 effective 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 complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the 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 contract 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 of 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.

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.

PRICE SCHEDULE (APPENDIX A)

FOR

IFB NO. 2022-FC-16

**ROOF REPLACEMENT AT BEAR LANE OPERATIONS
BUILDING**

Can be downloaded from the CCRTA's website at:

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

Instructions:

- Only enter the Base Bid and the Additive Alternate Bid.
- All other fields are locked, and will automatically populate.

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																																							
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.		OFFICE USE ONLY																																							
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File																																							
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	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%; padding: 5px;">Name of Interested Party</th> <th rowspan="2" style="width: 25%; padding: 5px;">City, State, Country (place of business)</th> <th colspan="2" style="padding: 5px;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%; padding: 5px;">Controlling</th> <th style="width: 15%; padding: 5px;">Intermediary</th> </tr> </thead> <tbody> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																		
Name of Interested Party	City, State, Country (place of business)			Nature of Interest (check applicable)																																					
		Controlling	Intermediary																																						
5 Check only if there is <u>NO</u> Interested Party. <input type="checkbox"/>																																									
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____. <div style="text-align: right; margin-top: 20px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>																																									
ADD ADDITIONAL PAGES AS NECESSARY																																									

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 _____, 2022.

Signed: _____

Printed Name: _____

Company Name: _____

APPENDIX H



CORPUS CHRISTI REGIONAL
TRANSPORTATION AUTHORITY

CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY

BOARD APPROVED

ACCESSIBILITY POLICY

POLICY STATEMENT

To provide full participation and equality of opportunity for people with disabilities, people who are aging and other people with access and functional needs, the Corpus Christi Regional Transportation Authority (CCRTA) Board of Directors calls for all CCRTA departments, within their regular duties and responsibilities, to establish a commitment to access.

APPLICABILITY

This policy statement is broad, cross-cutting and designed for application to all actions of the CCRTA, including but not limited to the following:

- Policy Development
- Customer Service
- Service Provision and Operation (Directly Provided or Contracted)
- Employment
- Physical Environment
- Communications/Media/Website
- Public Involvement
- External Meetings and Agency Sponsored Events
- Fleet Characteristics
- Maintenance
- Safety/Security/Emergency Operations
- Procurements
- Staff Development and Training
- Construction and Engineering
- Route and Service Planning

IMPLEMENTATION

Effective implementation of the Accessibility Policy statement begins with the establishment of a Universal Access Team. Each CCRTA department will designate sufficient and appropriate team members to serve and meet monthly to ensure compliance with the policy. This team will help develop guiding principles in conjunction with the CCRTA Regional Committee on Accessible Transportation

(RCAT). Meeting of the Universal Access Team will be coordinated through the designated CCRTA ADA Coordinator and report current activities and initiatives to the Chief Executive Officer (CEO).

Support of all CCRTA staff will include initial and ongoing training and professional development regarding integration and elimination of barriers for people with disabilities, people who are aging and other people with access and functional needs.

Additional tools available to all CCRTA staff will include the use of an Impact Statement (approved by the CEO) to ensure an effective outcome. The Impact Statement will provide for the review of programs, projects, and developing or ongoing CCRTA services that answer, at a minimum, the following questions:

- Are any barriers being created for people with disabilities, people who are aging and other people with access and functional needs?
- Is CCRTA enhancing access and integration for people with disabilities, people who are aging and other people with access and functional needs?
- Does the program, project, or service result in the most integrated setting appropriate for people with disabilities, people who are aging and other people with access and functional needs?
- Has CCRTA taken steps to reduce or eliminate any negative impacts?

POLICY REVIEW

Review of this policy will be done no less than annually or more frequently as needed. To complement the review, CCRTA staff through the Universal Access Team will establish procedures and conduct the following:

- Establish Review Baseline
- Conduct Internal Review of Regulatory Compliance to include an ongoing ADA Performance Monitoring Program for all modes of transportation
- Self-Evaluation Review and Update
- ADA Transition Plan Review and Update
- Establish Best Practices and Lessons Learned Components

Adopted July 6, 2011

Signed by: _____ Company: _____

Position: _____

Date: _____

APPENDIX I

REFERENCES: The Bidder must supply a list of four (4) similar projects which your company has completed within the last five (5) years.

1. Company: _____
Owner: _____ Contact: _____
Address: _____
Telephone No.: _____
Email Address: _____
Project: _____
Date Completed: _____ Cost: _____

2. Company: _____
Owner: _____ Contact: _____
Address: _____
Telephone No.: _____
Email Address: _____
Project: _____
Date Completed: _____ Cost: _____

3. Company: _____
Owner: _____ Contact: _____
Address: _____
Telephone No.: _____
Email Address: _____
Project: _____
Date Completed: _____ Cost: _____

4. Company: _____
Owner: _____ Contact: _____
Address: _____
Telephone No.: _____
Email Address: _____
Project: _____
Date Completed: _____ Cost: _____

CONTRACTS ON HAND: The Bidder must provide a list of contracts that the firm is currently in process:

APPENDIX J

REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST

(Please submit this form for each Request for Information/Exception/Approved Equal)

Page:

VENDOR:

PROJECT: **IFB No. 2022-FC-16**

PAGE: _____

PARAGRAPH: _____

SUBJECT: _____

Request:

Signature

FOR CCRTA USE

Approved: _____

Disapproved: _____

Clarification: _____

Response:

Chief Executive Officer/Designee

APPENDIX K

BID SUBMISSION CHECKLIST

In order for your bid to be deemed as responsive to the requirements of the IFB, please use the checklist below to be sure that your bid package includes all required documents.

Bid Documents Required	Check
The following Bid documents must be submitted:	
1. Price Schedule (Appendix A) Zones 1-3 in a separately sealed envelope	
2. Certification Form (Appendix B),	
3. Certification and Statement of Qualifications (Appendix C),	
4. Disclosure of Interests Certification (Appendix D)	
5. Buy America (Appendix F)	
6. Certification of Restrictions on Lobbying (Appendix G)	
7. Accessibility Policy (Appendix H)	
8. References (Appendix I)	
9. Bid Guarantee	
Note: A Performance Bond and Payment Bond are required for this Contract.	
<p>1. Price Schedule (Appendix A) – Submit the following:</p> <p>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, and I) and a Bid Guarantee. Address your sealed bid in an envelope with the information as noted in the "Instructions to Bidders" Section 5.</p> <p>If submitting your bid electronically to procurement@cctrta.org, please submit one signed Price Schedule in pdf format, Certification Forms (Appendix B, C, D, F, G, H, and I) in two separate electronic emails The Bid Guarantee must be mailed and received by the CCTRA by 3:00 p.m. (CST), Tuesday, October 11, 2022.</p> <p>All electronic files must be clearly titled and submitted together in the same email.</p>	
The Price Schedule is a separate fillable pdf file	
- Price Schedule (Appendix A) Bidder must:	
1. List the Firm Name	
2. Complete the Price Schedule	
3. Sign, Print, Date and Provide Title on Price Schedule (Appendix A)	
2. Certification Form (Appendix B) – Sign, Print, Date and list Title	
3. 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 years in contracting business under present name	
11. Type of work performed by your company	
12. Have you ever failed to complete any work awarded to you?	
13. Have you ever defaulted on a Contract?	
14. Taxpayer ID# and Date Organized	
15. Date Incorporated	
16. Is your firm considered a disadvantaged business enterprise (DBE)?	
17. If you answered yes to the DBE question, explain type.	
18. Addenda Acknowledgement – write in each addendum issued (<i>i.e.</i> Addendum No. 1, 2, and 3)	
19. DUNS# - Insert your firm's active DUNS#. You may check the status of your firm's DUNS# at SAM.gov. If your firm is not registered in SAM or your firm's status is not active, then please go to SAM.gov to register.	
4. 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. Accessibility Policy (Appendix H) – Sign, List Company, Position, and Date	
8. References (Appendix I)	
- References (Appendix I) the Bidder must:	
1. List 3 similar projects which he/she has completed within the last five years that satisfactorily met the client's specification	
2. List three that did not satisfactorily meet the client's specifications	
3. Provide a list of contracts that the firm currently has in process.	
9. 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 the bid deadline.	