



**INVITATION FOR BIDS  
FOR  
DEMOLITION OF THE KLEBERG BANK BUILDING AT PORT AYERS**

**IFB No.: 2023-FC-18**

**Date Issued: September 21, 2023**

Sealed bids will be received at the offices of the Corpus Christi Regional Transportation Authority, hereinafter called the "CCRTA," at the Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401 or by email at [procurement@ccrta.org](mailto:procurement@ccrta.org), until 3:00 p.m. (CST), Thursday, November 2, 2023 for the Demolition of the Kleberg Bank Building at Port Ayers located at 4211 Ayers St., Corpus Christi, TX 78415. This is a firm-price service contract. The term of the contract is to complete the project within 90 calendar days after receipt of the Notice to Proceed. Work will commence within ten (10) calendar days after receiving an executed contract from the CCRTA and receiving a Notice to Proceed. Liquidated damages will be charged for work that exceeds the time frame.

Bid prices shall be good for one hundred fifty (150) 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.

**A contract award is contingent upon the absence of any proposals received for the Purchase, Restoration, and Repurposing of the Kleberg Bank Building.**

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-2021-038) 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 Thursday, October 5, 2023 at 9:00 a.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. Immediately following the pre-bid conference, there will be a walk-through of the project site at 4211 Ayers St., Corpus Christi, Texas 78415. The purpose of this meeting and onsite walk-through 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, please send a request for login information to [procurement@ccrta.org](mailto:procurement@ccrta.org) by 1:00 p.m. (CST) Wednesday, October 4, 2023.

Request for Information/Exceptions/Approved Equals Requests are due by 3:00 p.m. (CST), Thursday, October 12, 2023, with a response from the CCRTA by Thursday, October 19, 2023.

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/](http://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](mailto:procurement@ccrta.org).

The CCRTA has a Disadvantaged Business Enterprise (DBE) program, and has determined that a **(5%) DBE goal** has been established for this Contract. For additional information, please contact Laura Yaunk, DBE Liaison Officer, at (361) 903-3521 or by email at [ccrtadbe@ccrta.org](mailto:ccrtadbe@ccrta.org).

**The following bid documents are applicable under this procurement:**

- Invitation for Bids,
- Bid Submission Checklist (Use As A Reference),
- Instructions to Bidders,
- General Instructions,
- Wage Rates,
- Standard Service Terms and Conditions,
- Federal Supplemental Conditions (Construction Contracts),
- Special Provisions Concerning Disadvantaged Business Enterprises (DBEs), and
- Bid Guarantee.

**Attachments and Certifications:**

- Price Schedule (Attachment A),
- Certification Form (Attachment B),
- Conflict of Interest Acknowledgement and Certification (Attachment C),
- Acknowledgement of Addendum/Addenda (Attachment D),
- References (Attachment E),
- Bidder/Offeror/Proposer Information Sheet (Attachment F),
- Request for Information/Exceptions/Approved Equals Form (Attachment G),
- Buy America (Attachment H),
- Certification of Restrictions on Lobbying (Attachment I), and
- DBE Participation Form Schedules A-D (Attachment J).

**Exhibits:**

- Project Manual (Exhibit A), and
- Construction Drawings (Exhibit B).

The following documents must be signed and returned with your bid to be considered responsive:

**For mailed bid submissions, please submit the following documents:**

- Attachments and Certifications:
  - Price Schedule (Attachment A): One (1) original in a separately sealed envelope),
  - B, C, D, E, F, H, I, and J, and
- Bid Guarantee.

**For electronic bid submissions, please submit the following documents as separate electronic files;**

- Attachments and Certifications:
  - Price Schedule (Attachment A): in a separate file,
  - B, C, D, E, F, H, I and J: Please combine these attachments into one electronic file,
- Bid Guarantee (**must be mailed** and received by the CCRTA by 3:00 p.m. (CST), Thursday, November 2, 2023).

Ensure that all electronic files are clearly titled with the corresponding document name and email these files to [procurement@ccrta.org](mailto:procurement@ccrta.org).

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

**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 Dropbox, Hightail, etc. If you choose to submit via file storage service, send a link to [procurement@ccrta.org](mailto:procurement@ccrta.org) for the files to be access.

**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 16 – Bonding for further instructions.**

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

**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”, and
- Payment Bond and Performance Bond.

**BID SUBMISSION CHECKLIST**  
**(USE AS A REFERENCE ONLY)**

Bid Documents Required	Check
The following Bid documents must be submitted:	
1. Price Schedule (Attachment A) in a separately sealed envelope	
2. Certification Form (Attachment B),	
3. Conflict of Interest Acknowledgement and Certification (Attachment C),	
4. Acknowledgement of Addendum/Addenda (Attachment D)	
5. References (Attachment E)	
6. Bidder/Offeror/Proposer Information Sheet (Attachment F)	
7. Buy America (Attachment H)	
8. Certification of Restrictions on Lobbying (Attachment I)	
9. DBE Participation Form Schedules A-C (Attachment J)	
10. Bid Guarantee	
<b>Note:</b> A Performance Bond and Payment Bond are required for this Contract.	
<b>1. Price Schedule (Attachment A) – Submit the following:</b>	
<p><b>If submitting your bid by mail</b>, submit as follows:</p> <ol style="list-style-type: none"> <li>1. Attachments and Certifications: <ul style="list-style-type: none"> <li>➤ Price Schedule (Attachment A). One (1) original in a separately sealed envelope),</li> <li>➤ B, C, D, E, F, H, I, and J, and</li> </ul> </li> <li>2. Bid Guarantee.</li> </ol> <p><b>If submitting your bid electronically</b> to <a href="mailto:procurement@ccrta.org">procurement@ccrta.org</a>, please submit as follows:</p> <ol style="list-style-type: none"> <li>1. Attachments and Certifications: <ul style="list-style-type: none"> <li>➤ Price Schedule Attachment A, (in a separate electronic file),</li> <li>➤ B, C, D, E, F, H, I, and J (Combine these attachments into one electronic file)</li> </ul> </li> <li>2. The Bid Guarantee must be mailed or hand delivered to the CCRTA's Staples Street Center at 602 N. Staples St., Corpus Christi, Texas 78401 by the bid deadline.</li> </ol> <p><b>All electronic files must be clearly titled and submitted together in the same email.</b></p>	
<b>Bidder must:</b>	
1. List the Firm Name	
2. Complete the Price Schedule	
3. Sign, Print, Date and Provide Title on Price Schedule (Attachment A)	
<b>2. Certification Form (Attachment B) – Sign, Print, Date and list Title</b>	
<b>3. Conflict of Interest Acknowledgement Certification (Attachment C)</b>	

List Bidder's Name, Sign, Print, Date, and list Title	
<b>4. Acknowledgement of Addendum/Addenda (Attachment D)</b>	
1. List Firm Name and write in each addendum issued ( <i>i.e. Addenda No. 1, 2, and 3</i> )	
2. Sign, Print Name and Title, and Date	
<b>5. References (Attachment E)</b>	
1. List 4 similar projects which he/she has completed within the last five years. (Exclude the CCRTA as a reference).	
2. Provide a list of contracts that the firm currently has in process.	
<b>6. Bidder/Offeror/Proposer Information Sheet Form (Attachment F)</b>	
1. Bidder/Offeror/Proposer must:	
a) List Company Name, Address, City, State, Zip Code, FEIN/TIN and Unique Identity Number	
b) List if the Company is a subsidiary. If yes, name the Holding/Parent Company	
c) List the number of years the Company has been in business	
d) List the Company's Commodity/NAICS Code and Corresponding Index Entry	
2. Disadvantaged Business Enterprise (DBE) Certification	
a) If you are currently certified as a DBE, list the year of initial certification and the name of the agency with whom you are certified.	
3. Bidder/Offeror/Proposer Primary Contact	
a) List Name, Title, Telephone numbers (office and mobile), and a valid email address	
4. Authorized Signatory (If different from Primary Contact)	
a) List Name, Title, Telephone numbers (office and mobile), and a valid email address	
<b>7. Buy America (Attachment H)</b>	
Bidder must complete either the compliance or non-compliance section as follows:	
1. Date, Sign, Print Name, Title, and Company Name	
<b>8. Certification of Restrictions on Lobbying (Attachment I)</b>	
2. List Name, Title, Company Name, Date, Sign, and Print Name	
<b>9. DBE Participation Form Schedules A-C (Attachment J)</b>	
DBE Checklists are provided to assist with the completion of the forms.	
If you have any questions regarding these forms please contact Laura Yaunk, DBE Liaison Officer at 361-903-3521.	
1. Enclose all DBE Forms Schedules A-C (Attachment J)	
<b>10. Bid Guarantee</b>	

1. Can be in the form of a Bid Bond or Certified Check equivalent to 5% of the bid price.	
2. Must be submitted by Mail or hand delivered even if submitting your bid electronically by email. It must be received by the CCRTA prior to the bid deadline.	

## **INSTRUCTIONS TO BIDDERS**

### **1. GENERAL**

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

### **2. 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@ccta.org](mailto:procurement@ccta.org). Any violation will be grounds for disqualification.

### **3. 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. ALTERNATE BIDS**

The CCRTA may also consider and accept an alternate form of bid submitted by a bidder when most advantageous to the CCRTA; however, any alternate form of bid must be submitted for prior approval by the CCRTA. If the Bid Invitation indicates "approved equal" products are acceptable, the bidder must submit the proposed equivalent product for prior approval by the CCRTA. Unless a greater



time is specified in the Bid Invitation, specifications or other special instructions applicable to federal grant-funded contracts, any such alternate or proposed equal must be submitted to the CCRTA for prior approval. **All alternate forms of bids or proposed equals must be submitted through the RFI submission process in writing using the Request for Information/Exceptions/Approved Equals Request Form (Attachment G) enclosed in this IFB for approval prior to bid submission.**

## **5. INFORMATION REQUIRED**

- 5.1 Each bidder shall furnish the information required by the bid documents. The bidder shall sign the Price Schedule (Attachment 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.
- 5.2 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.
- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 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.

- 5.7 **BIDDERS must submit the Price Schedule (one signed paper hardcopy). Failure to provide this information may deem your bid to be non-responsive.**

**6. SUBMISSION OF BIDS**

- 6.1 Sealed Bids should be submitted in an envelope marked on the outside containing the bidder's name, 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. 2023-FC-18 Demolition of Kleberg Bank Building at Port Ayers**

**Bid Due Date: Thursday, November 2, 2023 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.**

**For electronic submission of your bid, please email your bid to [procurement@ccrta.org](mailto:procurement@ccrta.org) before the bid submission deadline.**

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

- 6.2 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.

**6.3. Schedule**

Bids shall be governed by the following schedule:

- **Thursday, September 21, 2023 – IFB Issued**  
Bid documents are available on the CCRTA's Website at [www.ccrta.org/news-opportunities/business-with-us/](http://www.ccrta.org/news-opportunities/business-with-us/).

**Thursday, October 5, 2023 – Pre-Bid Conference** will be held at 9:00 a.m. (CST) at the CCRTA's Boardroom located on the second floor of

the Staples Street Center at 602 N. Staples Street, Corpus Christi, Texas 78401. To remotely participate, please send a request for login information to [procurement@ccrta.org](mailto:procurement@ccrta.org) by 1:00 p.m. (CST) on October 4, 2023. **Immediately following the pre-bid conference, there will be a walk-through of the project site at 4211 Ayers St., Corpus Christi, Texas 78415.**

- **Thursday, October 12, 2023 – Request for Information/Exceptions/Approved Equals (RFI) Requests**  
Written Request for Information/Exceptions/Approved Equals Form (Attachment G) are due no later than 3:00 p.m. (CST). One request per form is permitted. All RFIs must be received via email to [procurement@ccrta.org](mailto:procurement@ccrta.org) or delivered at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401.
- **Thursday, October 19, 2023 – 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/](http://www.ccrta.org/news-opportunities/business-with-us/).
- **Thursday, November 2, 2023 – 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 submitted electronically to [procurement@ccrta.org](mailto:procurement@ccrta.org) prior to deadline.
- **Thursday, November 2, 2023 – Bid Opening**  
The Bid Opening will be held at 3:30 p.m. (CST) 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](mailto:procurement@ccrta.org) by 1:00 p.m. (CST) Thursday, November 2, 2023.
- **Wednesday, December 6, 2023 – Contract Awarded (Tentative)**  
The CCRTA's Board of Directors will meet to award a Contract to the successful Bidding firm.

## **7. 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.

## **8. 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 Thursday, November 2, 2023 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](mailto:procurement@ccrta.org) by 1:00 p.m. (CST) Thursday, November 2, 2023.**

## **9. REFERENCES**

The CCRTA requires that bidders supply a list of pertinent references using the enclosed References Form (Attachment E) in the Attachments and Certifications section of this IFB.

## **10.0 EVALUATION FACTORS**

- 10.1 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.
- 10.2 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.
- 10.3 In the event identical bids are submitted which are determined by the CCRTA to be the lowest responsible bids, if only one of such bidders is a resident of the CCRTA, the contract must be awarded to that bidder. Otherwise; the successful bidder shall be selected by the casting of lots as

provided in Section 271.901 of the Local Government Code.

- 10.4 For contracts not involving federal funds, in the event a bid is submitted by a “Nonresident Bidder” as defined under Chapter 2252 of the Texas Government Code, additional evaluation factors may apply if in the home state of the nonresident bidder a preference exists in favor of local bidders. The nonresident bidder will be required to underbid any Texas bidder for this contract by the same amount that a Texas bidder would need to underbid the nonresident bidder in order to be awarded a contract in the nonresident bidder’s home state. Bidders may contact the CCRTA or the Texas General Services Commission for information concerning particular state requirements.

## **11. RESERVATION OF RIGHTS**

The CCRTA expressly reserves the right to:

- 11.1 Reject or cancel any or all bids;
- 11.2 Waive any defect, irregularity or informality in any bid or bidding procedure;
- 11.3 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;
- 11.4 Extend the bid opening time and date;
- 11.5 Reissue a bid invitation;
- 11.6 Consider and accept an alternate bid as provided herein when most advantageous to the CCRTA; and
- 11.7 Procure any item or services by other means.

## **12. 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.

**13. 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.

**14. EQUAL OPPORTUNITY**

Bidders are expected to comply with all applicable federal, state and local laws concerning equal opportunity in employment and in the provision of goods and services by the bidder.

**15. 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.

**16. 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.

**17. PREVAILING WAGE RATES FOR CONSTRUCTION PROJECTS**

17.1 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).

- 17.2 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.
- 17.3 The wage rates schedule shall be posted at the work site in an accessible place where it can be seen easily by the workers.
- 17.4 One and one-half times the specified hourly wage shall be paid for all hours worked as overtime or legal holiday work.

**18. 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](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.

**19. NO DIRECT CONTACT WITH CCRTA BOARD MEMBERS**

Bidders are advised not to contact any Board members of the CCRTA directly in any manner during this bid process. All communications directly with the Board should be reserved for public meetings in which this item is properly posted on the agenda. All communication regarding this IFB must be made through the Procurement Department.



## GENERAL INSTRUCTIONS

### 1. DESCRIPTION OF PROJECT

The CCRTA is seeking bids from qualified bidders for the Demolition of the Kleberg Bank Building at Port Ayers located at 4211 Ayers St., Corpus Christi, Texas 78415. The location of this project is adjacent to the Port Ayers Transfer Station.

#### 1.1 Project summary

The project summary provides prospective bidding parties with a general overview of the project to assist Bidders in visualizing the project as they begin to review and study the construction documents. It presents a summary of the work to be performed, outlines the responsibilities of the various parties involved in the project, and establishes the chain of communication. However, it is important to note that this document is not intended to be a comprehensive description of the scope of work, and the construction documents alone will provide the proper design direction for the project. Therefore, it is the responsibility of the prospective bidding parties to review and familiarize themselves with all construction documents in their entirety.

#### 1.2 General

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

These specifications are written to explain what to do not how to do it. It is assumed and will be required that all workmanship shall be "first class" and in compliance with the current approved standards for the particular phase of the work as prescribed by the manufacturer.

No careless or slovenly work of any form will be accepted.

### 2. SCOPE OF WORK

This project consists of **complete demolition of the existing bank building** at the CCRTA's property located at 4211 Ayers, in Corpus Christi, Texas 78415 as shown in the drawings, and described in these specifications, **as well as, asbestos removal**. Work includes site preparation; coordination with and notification of local utility companies (i.e. water, sanitary sewer, storm water, gas, telephone, cable, etc.) for location of underground services and cut-off of supply; permitting that will be required to complete the project; installation of orange fencing and storm water protection prevention plan devices; removal and disposal

of office desk chairs cabinets etc.; demolition of structures; disposal of mechanical and HVAC systems inside and out; disconnection of gas, electrical and plumbing systems; disposal and/or recycling of materials, and site grading as shown on the Plans and required by the Specifications. The Owner reserves the right to salvage items from the building before demolition begins or right after demolition begins. But, only if it is safe to do so. The Contractor will provide all necessary labor, materials, equipment, and supervision as required.

### 3. PROJECT MANAGERS

During construction, all safety requirements must be reinforced, and daily communication with the CCRTA is required.

Ms. Sharon Montez, Managing Director of Capital Programs and Customer Services, is the Lead Project Manager for this demolition project.

Mr. Jason Lopez, Capital Projects Manager, is the Field Construction Project Manager. Mr. Lopez will be onsite daily to monitor the daily progress of the demolition of the existing building.

Mr. Paul Rybalka, Architect of Record, with Gignac Architects is the lead architect for the project.

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

The term of the Contract is to complete the project within 90 calendar days after receipt of the Notice to Proceed. Work will commence within ten (10) calendar days after receiving an executed contract from the CCRTA and receiving a Notice to Proceed. Liquidated damages will be charged for work that exceeds the time frame.

**4.1** 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 Project Architect, and receiving a Notice to Proceed. The entire 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.

**4.2** 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 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.

## **5. 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.

## **6. 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.

## **7. GUARANTY**

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

## **8. ACCIDENT PREVENTION**

8.1 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 assure the safety of individuals working on or visiting the site.

8.2 The CCRTA calls the Bidder's attention to the necessity for his/her proper storage, use, and disposal of all materials; proper use and storage of tools and devices; and proper control of construction procedures to

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

For first aid instructions contact a physician or the Texas Poison Control Network at 1-800-222-1222

## **9. SUPERINTENDENCE BY CONTRACTOR**

**9.1** 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.

## **10. LITIGATION RESPONSIBILITIES**

The CCRTA will give the Bidder prompt notice in writing of the institution of any suit or 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.

## **11. 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:

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

**11.2** 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)

**11.3** 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.

**See Sections 5. Liability Insurance and 6. Workers' Compensation the**

## of Standard Service Terms and Conditions.

### 12. 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.

### 13. 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.

### 14. 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.

### 15. CCRTA'S DBE PROGRAM

The Bidder shall be required to comply with the CCRTA's Disadvantaged Business Enterprise Program. **The CCRTA's goal for DBE participation with this Contract is 5%.** Bidders are required to complete the DBE Participation Form Schedules A-C (Attachment H) and return it with the certification forms in an envelope along with the separately **sealed** Price Schedule. A "*good faith*" effort to include DBE participation is required and should be listed. If a firm is unable to provide any DBE participation, the form must still be completed documenting "None" in the proper space and sending "*good faith*" effort documentation with the form. Please refer to the "Special Provisions Concerning DBEs" contained in this IFB for more information.

## 16. BONDING

- 16.1** 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.
- 16.2** 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.
- 16.3** 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.
- 16.4** 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  
PROJECT MANUAL (EXHIBIT A)  
AND  
CONSTRUCTION DRAWINGS (EXHIBIT B)  
FOR  
IFB NO. 2023-FC-03  
DEMOLITION OF KLEBERG BANK BUILDING AT PORT  
AYERS**

**Can be downloaded from the CCRTA's website at:**

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

# **WAGE RATES**



# WAGE RATES

"General Decision Number: TX20230288 01/06/2023

Superseded General Decision Number: TX20220288

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 exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>• Executive Order 14026 generally applies to the contract.</li><li>• The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>• Executive Order 13658 generally applies to the contract.</li><li>• The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li></ul>

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 <http://www.dol.gov/whd/govcontracts>.

Modification Number    Publication Date  
 0                            01/06/2023

BOIL0074-003 01/01/2021

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

ELEC0278-002 08/28/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 27.00	8.76

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... INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 15.33 **	0.00
IRONWORKER, REINFORCING.....	\$ 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

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). 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)).

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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## WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour 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.

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END OF GENERAL DECISIO"

## 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 Architect of Record, the Project Manager, and the DBELO on a monthly basis or as otherwise specified in the contract documents. Certified Payroll and the DBE Payment Report Form must be sent to the DBELO. Once the Architect of Record reviews and approves the invoices, the invoices must 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](mailto: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.

#### 2.1 Prompt Payment

2.1.1 The Contractor agrees to pay each sub-consultant under this prime Contract for satisfactory performance of its Contract no later than thirty (30) days from the receipt of each payment the Contractor receives from the CCRTA. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CCRTA. This clause applies to both DBE and non-DBE subcontracts.

2.1.2 The Contractor agrees to return retainage payments to each sub-consultant within thirty (30) days after the sub-consultant work is satisfactorily completed. Any delay or postponement of retainage from the above referenced time frame may occur only for good cause following written approval of the CCRTA. This clause applies to both DBE and non-DBE subcontracts.



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.

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

As used in these Supplemental Conditions, the term "CCRTA" shall refer to the Corpus Christi Regional Transportation Authority in Corpus Christi, Texas, the term "Contractor" shall refer to the Contractor named in the Contract to which these Supplemental Conditions are attached, and the term "FTA" shall refer to the Federal Transit Administration. 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 CCRTA, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor 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 U.S.C. §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, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the

authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5323(l) on Contractor, to the extent the Federal Government deems appropriate.

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

### **3. Access to Third Party Contract Records**

The following access to records requirements apply to this Contract:

(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 affected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the CCRTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the CCRTA, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

(3) Opportunity to Cure (General Provision) - The CCRTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to the CCRTA's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by the Contractor or written notice from the CCRTA setting forth the nature of said breach or default, the CCRTA shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the CCRTA from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

(4) Waiver of Remedies for any Breach - In the event that the CCRTA elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this contract, such waiver by the CCRTA shall not limit the CCRTA's remedies for any succeeding breach of that or of any other term, covenant, or

condition of this contract.

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

(6) Termination for Default (Supplies and Service) - If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or, if the Contractor fails to comply with any other provisions of this contract, the CCRTA may terminate this contract for default. The CCRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

(7). Termination for Default (Transportation Services) - If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the CCRTA may terminate this contract for default. The CCRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of the CCRTA's goods, the Contractor shall, upon direction of the CCRTA, protect and preserve the goods until surrendered to the CCRTA or its agent. The Contractor and the CCRTA shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the convenience of the CCRTA.

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

and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the CCRTA resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the CCRTA in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the CCRTA, acts of another contractor in the performance of a contract with the CCRTA, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within 10 days from the beginning of any delay, notifies the CCRTA in writing of the causes of delay. If, in the judgement of CCRTA, the delay is excusable, the time for completing the work shall be extended. The judgment of the CCRTA shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

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

(9). Termination for Convenience or Default (Architect & Engineering) -The CCRTA may terminate this contract in whole or in part, for the CCRTA's convenience or because of the failure of the Contractor to fulfill contract obligations. The CCRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the CCRTA all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. CCRTA has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

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

If termination is for contractor's failure to fulfill contract obligations, the

CCRTA may complete the work by 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)**

All contracts except micro-purchases (less than \$2,500). The following requirements apply to the underlying contract:

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 Contract, 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 subrecipient, 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 or proposal, the bidder or proposer 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 or proposer knowingly rendered an erroneous certification, in addition to remedies available to the CCRTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **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 the Contractor and the Contractor shall abide by the decision. Performance During Dispute - Unless otherwise directed by the CCRTA, the Contractor shall continue performance under this Contract while matters in dispute are being resolved. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party 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 the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within

the Texas State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the CCRTA or the Contractor shall constitute a waiver of any right or duty afforded any of them under the 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 CCRTA.

## **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. The 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) The Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

## **14. Clean Water**

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

## **15. Cargo Preference**

The 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**

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

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

### **1) Minimum Wages**

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

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

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

1. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(ii)(B) If Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative,

will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting officer or will notify the Contracting officer within the 30-day period that additional time is necessary.

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

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

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

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

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

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and

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

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

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

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

- 2) Withholding – The CCRTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor, under this Contract or any other federal Contract with the same Prime Contractor or any other federally-assisted Contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any sub-contractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), all or part of the wages required by the Contract, CCRTA, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3) Payrolls and Basic Records –

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

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the CCRTA for transmission to the FTA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock No. 029 005 00014 1), U.S. Government Printing Office, Washington, D.C. 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all sub-contractors.

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

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the

full wages earned, other than the permissible deductions as set forth in Regulations 29 C.F.R. Part 3;

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

(ii)(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

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

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

4) Apprentices and Trainees –

(i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to Contractor as to the entire workforce under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually



performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in Contractor's or sub-contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a state apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees – Except as provided in 29 CFR Section 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination, which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is

approved.

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

- 5) Compliance with Copeland Act Requirements – The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- 6) Sub-Contracts – The Contractor or Sub-Contractor shall insert in any sub-contracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may be appropriate instructions require, and also a clause requiring the sub-contractors to include these clauses in any lower tier sub-contracts. The Prime Contractor shall be responsible for the compliance by any sub-contractor or lower tier sub-contractor with all the Contract clauses in 29 CFR 5.5.
- 7) Contract Termination – Debarment. A breach of the Contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a sub-contractor as provided in 29 CFR 5.12.
- 8) Compliance with Davis-Bacon and Related Act Requirements – All rulings and interpretations of the Davis-Bacon and related acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- 9) Disputes Concerning Labor Standards – Disputes arising out of the labor standards provisions of the Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between Contractor (or any of its sub-contractors) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- 10) Certification of Eligibility –
  - (i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR Section 5.12(a)(1).
  - (ii) No part of the Contract shall be sub-contracted to any person or firm ineligible for award of a government Contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR Section 5.12(a)(1).
  - (iii) The penalty for making false statements is prescribed in the 18 U.S.C. Section 1001.

## **18. Contract Work Hours & Safety Standards Act**

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

## **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 Recipient 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. 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 (similar to the attached forms contained in Sections X and Y) 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 CCRTA and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described

thereunder.

- 4) These requirements extend to all third-party Contractors and their Contracts at every tier and sub-recipients and their sub-contracts at every tier that exceed the simplified acquisition threshold.

## **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 subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

## **21. Energy Conservation**

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

## **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.

## **24. Veteran's Employment**

As provided by 49 U.S.C. § 5325(k), the Contractor shall ensure that its subcontractors, give a hiring preference, to the extent practicable, to veterans (as defined in United States Code section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under this Contract. This Section shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee. The Contractor shall ensure that its hiring practices reflect the requirements of this Section and shall, upon request, provide personnel data that reflects compliance with the terms of this Section.

## **25. Build America, Buy America Act**

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The CCRTA acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). 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.

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

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

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

*The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CCRTA deem appropriate.*

**CCRTA HAS SET A GOAL OF 5% DBE PARTICIPATION FOR THIS CONTRACT**

DBE RESPONSIVENESS REQUIREMENTS

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

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

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

- B. Properly complete Schedule B (Confirmation of Proposed DBE Participation) of this IFB. Schedule B must list the name of the DBE subcontractor, a detailed description of DBE’s scope of work, and dollar amount of participation of each, and only each, DBE that will participate in this Contract. If the bidder is itself a DBE, the DBE bidder must indicate on Schedule B what scope of work its forces will actually perform outside of the work of any subcontractor, and the dollar amount of that work. If this amount does not satisfy the DBE goal, the DBE bidder must list the additional DBE



subcontractor(s) that will satisfy the DBE goal, along with their scope of work and agreed upon subcontract amount(s). Schedule B must be signed by the DBE firm representative.

## DBE RESPONSIBILITY REQUIREMENTS

### 1. DBE Joint Ventures

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

### 2. Substitutions

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

## CALCULATING DBE PARTICIPATION

**CCRTA will only count those DBEs that are certified by the TUCP at the time of bid opening towards a CCRTA contract goal. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract.**

### 3. Definitions

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

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

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

3.3 Is certified by the TUCP at the time of bid opening.

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

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

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

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

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

- g) Any additional groups whose members are designated as socially and economically disadvantaged by the United States Small Business Administration (SBA), at such time as SBA designation becomes effective.

4. General Conditions/DBE Calculations

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

As a partner in the TUCP, the CCRTA can provide, upon request, a directory of TUCP DBE firms. The directory will also be available electronically at [www.ccrt.org/news-opportunities/dbe-program/](http://www.ccrt.org/news-opportunities/dbe-program/) or at <https://txdot.txdotcms.com>.

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

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

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

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

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

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

4.6 CCRTA counts expenditures to a DBE toward DBE goals only if the DBE is performing a commercially useful function on this Contract.

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

- iv. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract;
  - v. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease agreement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE; and
  - vi. For purposes of this subparagraph (d), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
- e. If a DBE is presumed not to be performing a commercially useful function as provided in these requirements, the DBE may present evidence to rebut this presumption. CCRTA may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
  - f. CCRTA's decision on commercially useful function matters are subject to review by the Federal Transit Administration, but are not administratively appealable to the United States Department of Transportation.
5. CCRTA counts expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:
- a. If the materials or supplies are obtained from a DBE manufacturer, CCRTA counts 100% of the cost of the materials or supplies toward DBE goals;
  - b. For purposes of these requirements, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications;
  - c. If materials or supplies are purchased from a DBE regular dealer, CCRTA counts 60% of the materials or supplies toward DBE goals;
  - d. For purposes of these requirements, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character

described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

i. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question;

ii. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealer's own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis;

iii. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph;

iv. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, CCRTA counts the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided CCRTA determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar service. CCRTA will not count any portion of the cost of the materials and supplies themselves toward DBE goals, however;

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

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

### GOOD FAITH EFFORTS

In order to be responsive, a bidder must make good faith efforts to meet CCRTA's DBE goal in either of two ways. The bidder must 1) document how it will meet the full goal by completing and signing Schedule A or C (if a joint venture); or 2) document its attempt to meet the goal through detailed, corroborating evidence; i.e. demonstrate that it took *all necessary and reasonable steps* which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if the bidder was not fully successful. CCRTA will make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. CCRTA

will consider the quality, quantity, and intensity of the different kinds of efforts that the bidder made. The efforts employed by the bidder should be those that one would reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. *Mere pro forma* efforts are not good faith efforts to meet the DBE contract requirements.

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

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

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

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

D. Negotiating in Good Faith with interested DBEs

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

- a. the names, addresses, and telephone numbers of DBEs that were considered
- b. a description of the information provided regarding the plans and specifications for the work selected for subcontracting
- c. evidence as to why additional agreements could not be reached for DBEs to perform the work.

2. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take into consideration a firm's price and capabilities, as well as contract goals. The fact that

there may be some additional costs involved in finding and using DBEs, however, is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept high quotes from DBEs if the price difference is excessive or unreasonable.

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

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

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

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

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

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

## RECONSIDERATION

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



reconsideration. The bidder must make this request in writing to the following CCRTA Reconsideration Official:

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

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

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

## DOCUMENTATION REQUIREMENTS

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

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

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

#### 6.1 Documentation of Payments Made to DBE Firms

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

2. The Contractor must submit copies of the form illustrated below (including support documentation) to the DBE Liaison Officer on a quarterly basis. This form

must be used in order to properly credit the Contractor's progress in attaining the DBE goal.

- 6.2 CCRTA may make on-site visits from time to time during the course of this contract to ensure compliance with the requirements set forth herein. CCRTA may require verification of any commitment represented to us in connection with the Contractor's use of DBE businesses in the performance of this Contract. CCRTA reserves the right to review the certified payrolls for the Contractor and all contractors working on this Contract.

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

6.3 Substitution of Termination of DBE Firms

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

Good Cause includes the following circumstances:

1. The listed DBE subcontractor fails or refuses to execute a written contract;
2. The listed DBE subcontractor fails or refuses to perform work of its subcontractor in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;
3. The listed DBE subcontractor fails or refuses to meet the Contractor's reasonable, non-discriminatory bond requirements;
4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215, and 1200 or applicable state law;
6. CCRTA's DBE Liaison Office has determined that the listed DBE subcontractor is not a responsible Contractor;

7. The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;
8. The listed DBE is ineligible to receive DBE credit for the type of work required;
9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
10. Other documented good cause that CCRTA's DBE Liaison Office determines compels the termination of the DBE subcontractor. Provided that good cause does not exist if;
  - The Contractor seeks to terminate DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE subcontractor was engaged; or
  - So that the Contractor can substitute another DBE or non-DBE subcontractor after contract award.

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

In the situation where the DBE's work scope has been modified by CCRTA, the Contractor must immediately notify CCRTA's Project Manager and CCRTA's DBE Liaison Officer to discuss a revised "Commitment to DBE Participation". These provisions apply to post-award terminations and pre-award deletions of, or substitutions for, DBE firms put forward by offerors in negotiated procurements.

#### 6.4 Inspection and Records

1. CCRTA may, with or without notice, periodically conduct on-site visits of or DBE subcontractor from time to time during the course of a contract to ensure compliance with the requirements set forth in CCRTA's contracts. The DBE department may be assisted by other CCRTA staff, and shall be entitled to reasonable access to facilities, personnel, and records related to the compliance plan.
2. CCRTA may require verification of any commitment represented to us in connection with the Contractor's use of DBE businesses in the performance of

this Contract.

3. CCRTA reserves the right to review the certified payrolls, performance/payment records concerning subcontractors' payroll records, tax returns and records, and books of accounts for the Contractor and all subcontractors working on any CCRTA contract. Full access shall be granted upon 48-hours' notice by CCRTA or any duly authorized representative thereof or any law enforcement authority.

## 6.5 Change Orders

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

## 6.6 Non-Compliance and Sanctions

### 1. Determination of Non-Compliance

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

### 2. Sanctions for Non-Compliance

- a. Sanctions for non-compliance may include, but are not limited to the following:
  - i. Withholding of payments under the contract;
  - ii. Recommendation not to exercise contract renewal option, if any;
  - iii. Termination of the contract

iv. Debarment from future business with CCRTA

# CERTIFICATION FORMS

**Do NOT Alter Any Forms.**

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

**Complete, sign and submit the following forms and return with your signed bid.**

- Certification Form (Attachment B),
- Conflict of Interest Acknowledgement and Certification (Attachment C),
- Acknowledgement of Addendum/Addenda (Attachment D),
- References (Attachment E),
- Bidder/Offeror/Proposer Information Form (Attachment F),
- Buy America (Attachment H)
- Certification of Restrictions on Lobbying (Attachment I), and
- DBE Participation Form Schedule A-D (Attachment J).

## **Reminders:**

- Acknowledge any addenda issued on the Acknowledgement of Addendum/Addenda Form (Attachment D).

## ATTACHMENT A

### PRICE SCHEDULE

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

**IFB NO.: 2023-FC-03**

**Demolition of Kleberg Bank Building at Port Ayers**

Instructions:

- (1) Refer to “Instructions to Bidders”, “General Instructions”, the “Project Manual”, and “Construction Drawings” before completing the Price Schedule and quote your best price.
- (2) Bids are valid for one hundred fifty (150) calendar days from the Board approval date.
- (3) Submit one signed **Price Schedule (Attachment A)**. On the outside of your sealed bid address your envelope with the information as noted in Section 5.0 Submission of Bids in the “Instructions to Bidders” or submit your bid electronically to [procurement@ccrta.org](mailto:procurement@ccrta.org) prior to the deadline.
- (4) Overhead and Profit shall include (but not limited) to the following: Supervision, Insurance, Bonds, Workman’s Comp, Mark-up, Job-site and Office Overhead, Coordination Submittals and any other related expenses.

**For work performed by Contractor’s own force:**

Overhead: 10%

Profit: 5%

**For work performed by a subcontractor and supervised by**

**Contractor:**

Overhead: 10%

Profit: 5%

**ATTACHMENT A**

**PRICE SCHEDULE (CONTINUED)**

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**BASE BID**

Bidder agrees to fully abate the existing facility of asbestos containing material and also demolish the entire facility (including the surrounding parking area as outlined in the Construction Documents), for the total lump sum of:

<b>Total Price</b>	\$
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**Authorized by:**

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date



**ATTACHMENT 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

## ATTACHMENT C

### CONFLICT OF INTEREST ACKNOWLEDGEMENT AND CERTIFICATION

1. The Contractor represents that no officer or employee of the CCRTA has a Substantial Interest (defined as any interest which has a value of \$5,000.00 or more or represents ten percent (10%) or more of a person's gross income during the most recent calendar year) in this Contract. The Contractor further represents that no officer or employee of the CCRTA has (1) colluded with the Contractor in a recommendation for award, bid, proposal or solicitation on any CCRTA contracts, or (2) received any pecuniary benefit from the Contractor within the past six (6) months.

2. The Contractor agrees to ensure that the CCRTA's Code of Ethics is not violated as a result of the Contractor's activities in connection with this Contract. The Contractor agrees to immediately inform the CCRTA if it becomes aware of the existence of any such Substantial Interest or Conflict of Interest, or the existence of any violation of the Code of Ethics arising out of or in connection with this Contract.

3. The CCRTA may in its sole discretion, require the Contractor to cause an immediate divestiture of such Substantial Interest or elimination of such Conflict of Interest, and failure by the Contractor to comply shall render this Contract voidable by the CCRTA. Any willful violation of these provisions, creation of a Substantial Interest or existence of a Conflict of Interest with the express or implied knowledge by the Contractor shall render this Contract voidable by the CCRTA.

4. In accordance with section 176.006, Texas Local Government Code, the Contractor is required to file a Conflict of Interest Questionnaire (CIQ) within seven business days of becoming aware of a Conflict of Interest under Texas law. The CIQ can be obtained from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). The CIQ shall be sent to CCRTA's Director of Procurement or its designee.

I DO CERTIFY THAT THE CONTENTS OF THIS ACKNOWLEDGEMENT AND CERTIFICATION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

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

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

Certifying Person (Print or Type): \_\_\_\_\_

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

**ATTACHMENT D**

**ACKNOWLEDGEMENT OF ADDENDUM/ADDENDA**

\_\_\_\_\_ (Firm Name) acknowledges receipt of the following addendum/addenda.

List all addenda numbers below:

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

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

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

**ATTACHMENT E**

**REFERENCES:** The Bidder must supply a list of four (4) similar projects which your company has completed within the last five (5) years that satisfactorily met the client's specifications (**exclude the CCRTA as a reference**).

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:

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## ATTACHMENT F

### BIDDER/OFFEROR/PROPOSER INFORMATION SHEET

<b>To Be Completed By Vendor And Submitted With Bid</b>	
<b>Company Name</b>	
<b>Street Address</b>	
<b>City, State, Zip Code</b>	
(If Applicable) <b>Federal Employer Identification Number (FEIN) or Taxpayer Identification Number (TIN)</b>	
<b>Unique Identity ID # (12-character alphanumeric ID assigned to an entity by SAM.gov.)</b>	
<b>Is the Company a subsidiary? If yes, name the Holding/Parent Company</b>	
<b>Number of years in business</b>	
<b>Commodity/NAICS Code and Corresponding Index Entry</b>	
<b>Disadvantaged Business Enterprise (DBE) Certification (If Applicable)</b>	
<b>DBE</b>	<b>Certification Year:</b> <b>Agency Name:</b>
<b>Bidder/Offeror/Proposer Primary Contact</b>	
<b>Name</b>	
<b>Title</b>	
<b>Office Telephone Number (with area code)</b>	
<b>Cell Telephone Number (with area code)</b>	
<b>E-mail Address</b>	
<b>Authorized Signatory If different from Primary Contact)</b>	
<b>Name</b>	
<b>Title</b>	
<b>Office Telephone Number (with area code)</b>	
<b>Cell Telephone Number (with area code)</b>	
<b>E-mail Address</b>	

**ATTACHMENT G**

**REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST**

(Please submit **one** form for **each** Request for Information/exception/approved equal)

Page: \_\_\_\_\_

BIDDER: \_\_\_\_\_

PROJECT: IFB No. 2023-FC-18

PAGE: \_\_\_\_\_ PARAGRAPH: \_\_\_\_\_ SUBJECT: \_\_\_\_\_

Request:

\_\_\_\_\_  
Signature

\*\*\*\*\*  
\*\*\*\*\*

**FOR CCRTA USE**

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Clarification: \_\_\_\_\_

Response:

\_\_\_\_\_  
Chief Executive Officer/Designee

**ATTACHMENT H**

**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 Name: \_\_\_\_\_

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

**ATTACHMENT I**

**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 \_\_\_\_\_, 2023.

Signed: \_\_\_\_\_

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

Company Name: \_\_\_\_\_



## ATTACHMENT J

### DBE Schedule A Checklist

*A completed and signed Schedule A consists of the following elements:*

- 1. Contractor
- 2. Name of Project
- 3. Phone
- 4. Email
- 5. IFB/RFP Number
- 6. TOTAL Estimated Contract Amount
- 7. Projected DATES
- 8. Title of Affiant (Contractor Duly Authorized Representative)
- 9. Contractor Company Name
- 10. DBE Participant(s) Company Name(s)
- 11. Scope of Work/Description (In Detail) for Each DBE Participant
- 12. Net DBE Credit \*60% credited for materials and supplies (see notation below if applicable)
- 13. Dollar Amount of Each DBE Contract – (Total from each DBE's Schedule B)
- 14. TOTAL Net DBE Credit (If Applicable)
- 15. TOTAL Dollar Amount for all DBE Contract Listed
- 16. Printed or Typed Name of Contractor's Affiant
- 17. Title of Affiant
- 18. Signature of Affiant
- 19. Date Signed

***Note: This Checklist serves solely as a reference guide to assist the Bidder in adequately submitting all required documents***

#### INSTRUCTIONS FOR NET DBE CREDIT

If the materials or supplies are obtained from a DBE manufacturer **count 100%** of the cost of the materials or supplies toward DBE goal.

A ***manufacturer*** is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

If the materials or supplies are purchased from a DBE regular dealer, **count 60%** of the cost of the materials or supplies toward DBE goals.

A ***regular dealer*** is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character

described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

*CCRTA will not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.*

**SCHEDULE A**

**CONTRACTOR – SUMMARY OF DBE PARTICIPATION AS SUBCONTRACTOR,  
SUPPLIER AND/OR CONSULTANT**

NAME OF CONTRACTOR: (1) \_\_\_\_\_

NAME OF PROJECT: (2) \_\_\_\_\_

PHONE #: (3) \_\_\_\_\_

EMAIL: (4) \_\_\_\_\_

IFB/RFP NUMBER: (5) \_\_\_\_\_

TOTAL ESTIMATED CONTRACT AMOUNT: (6) \$ \_\_\_\_\_

PROJECTED BEGINNING/ENDING DATES OF WORK: (7) \_\_\_\_\_

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

(8) \_\_\_\_\_ and duly authorized representative of  
*(Title of Affiant)*

(9) \_\_\_\_\_ and that I have personally reviewed the  
*(Name of Contractor)*

material and facts set forth in and submitted with the attached Disadvantaged Business Enterprise (DBE) Schedules for each DBE. Listed below is/are the agreement(s) that correspond(s) with the Schedule B submitted by each DBE and listed separately for each DBE participating on the above-mentioned contract:

NAME OF DBE SUBCONTRACTOR (10)	SCOPE OF WORK TO BE PERFORMED (11)	NET DBE CREDIT (12)	AGREED SUBCONTRACT PRICE (13)
<b>NOTE:</b> PRICES REPRESENTED ON THIS PAGE SHOULD ACCURATELY REFLECT AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR  *ONLY 60% OF AGREED SUBCONTRACT PRICE MAY BE CREDITED FOR MATERIALS AND SUPPLIES. LIST ONLY CERTIFIED DBE OWNED & CONTROLLED FIRMS THAT WILL PARTICIPATE IN THIS CONTRACT.		TOTAL NET DBE CREDIT (14)  \$	TOTAL DBE CONTRACT AMOUNT (15)  \$

**AFFIDAVIT OF CONTRACTOR – failure to submit this form without a signature will result in the bid being rejected in its entirety**

The Contractor will enter into written agreements with all listed DBE firms for work as indicated by this Schedule A and accompanying Schedules, and will enter into such agreements within 30 calendar days after receipt of the contract executed by CCRTA. In the event the Contractor cannot meet said 30-day schedule, it must provide a written explanation for the delay and an estimate date by which the written agreements will be completed.

The Contractor understands that if it knowingly provides incorrect information or false statements or fail to comply with contract DBE requirements that CCRTA has an obligation (49 CFR 29.17(B)) to inform the U.S. Department of Transportation who may then initiate actions which would prohibit the Contractor from participation in future government contracts and may result in conviction for a third-degree felony, including a penalty of one and a half times the value of the contract. Any substitutions of the above-named subcontractors require prior written approval from CCRTA.

I do solemnly declare and affirm under penalty of perjury that the contents of the foregoing document are true and correct, and no material facts have been omitted, and that I am authorized on behalf of the Contractor to make this Affidavit.

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*Name of Contractor's Affiant – Print*

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*Title of Affiant*

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*Signature*

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*Date*

## DBE Schedule B Checklist

*A completed and signed Schedule B consists of the following elements:*

- 1. IFB/RFP Number
- 2. Name of Project
- 3. DBE Participant Company Name
- 4. Contractor
- 5. DBE Participant Address
- 6. DBE Participant Phone Number
- 7. DBE Participant Email Address
- 8. Date of TUCP DBE Certification Letter/Certificate
- 9. Description/Type of Work (In Detail)
- 10. Quantity/Unit Price, if applicable
- 11. Dollar Amount of DBE Contract Total Sum Amount for Work for Extended Price for individual quantity items **NOTE: Specify Total Value**
- 12. Grand Total of Above Amount(s) and/or Extended Price(s)
- 13. Phase (if applicable) in Which Above-Described Work Will Be Performed

### ***Subcontracting Levels***

- 14. % \_\_\_\_\_ of the dollar amount of the DBE's Subcontract will be sublet to DBE\* Contractors.
- 15. % \_\_\_\_\_ of the dollar amount of the DBE's Subcontract will be sublet to non-DBE\* Contractors.

*\*This is to disclose the % of above-named DBE participant's work to be further Subcontracted to others (DBE or non-DBE), not the DBE Participant's % of work on the Contractor's contract.*

*\*% is to be filled in with a Zero if the above-named DBE Participant will not be further subcontracting any of the work described in this Schedule B.*

- 16. Explanation and Description of the Work to Be Sublet (if applicable)
- 17. Printed Name/Title of Owner, President or Authorized Agent of DBE Company
- 18. Signature of Owner, President of Authorized Agent of DBE Company
- 19. Date Signed

### ***If proposing to perform as a DBE/non-DBE Joint Venture:***

- 20. Completed Schedule C must be attached

***Note: This Checklist serves solely as a reference guide to assist the Bidder in adequately submitting all required documents***



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TOTAL VALUE \$ \_\_\_\_\_ (12)

**Multi-Phase Project(s).** For those project that are multi-phase, please indicate the phase in which the DBE will be performing work: (13)

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**SCHEDULE B**  
**AFFIDAVIT OF DBE SUBCONTRACTOR**

**Subcontracting Levels**

(14) % \_\_\_\_\_ of the dollar amount of the DBE's subcontract will be subcontracted to **DBE Subcontractors**

(15) % \_\_\_\_\_ of the dollar amount of the DBE's subcontract will be subcontracted to **non-DBE Subcontractors**

***NOTICE: IF THE DBE WILL NOT BE SUBCONTRACTING ANY OF THE WORK DESCRIBED IN THIS SCHEDULE, A ZERO MUST BE SHOWN IN EACH BLANK ABOVE***

IF ANY DOLLAR AMOUNT OF THE DBE's SCOPE OF WORK WILL BE SUBLET, A BRIEF EXPLANATION AND DESCRIPTION OF THE WORK TO BE SUBLET MUST BE LISTED BELOW: (16)

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**NOTICE:** Any misrepresentation regarding the status of a person or an entity in order to qualify for DBE status may result in conviction of a third-degree felony, and a penalty of one and a half times the value of the contract. Material misrepresentation on any matter will also be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements. Any willful falsification of fraudulent statement also may result in debarment from participation in any future federally-assisted contracts.

The undersigned will enter into a written agreement for the above work with the Contractor conditioned upon its execution of a contract with CCRTA, and will do so within 30 calendar days of receipt of a signed contract from CCRTA.

(17) \_\_\_\_\_  
*Print – Name and Title*

(18) \_\_\_\_\_  
*Signature of Owner, President or DBE firm Representative*

(19) \_\_\_\_\_  
*Date*

**Pursuant to 49 CFR §26.13(b), each subcontract the contractor signs with a subcontractor must include the following assurance:**

*The contractor, sub-recipient for subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements are a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CCRTA deems appropriate.*

Pursuant to 49 CFR §26.27, CCRTA encourages you to utilize financial institutions owned and controlled by socially and economically disadvantaged individuals within your community.





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**V. Attach a copy of the joint venture agreement.** In order to demonstrate the DBE venturer's share in the ownership, control management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the DBE's own forces, (3) work items to be performed under the supervision of the DBE venture; and (4) the commitment of management, supervisory and operative personnel employed by the DBE to be dedicated to the performance of the project.

**VI. Attach a copy of the current TUCP Letter of Certification for each DBE joint venture.**

**VII. Ownership of the Joint Venture:**

A. What is the percentage of DBE ownership in the joint venture?

DBE ownership percentage: \_\_\_\_\_

Non-DBE ownership percentage: \_\_\_\_\_

B. Specify DBE/non-DBE percentages for each of the following (provide narrative descriptions and other detail as applicable):

1. Sharing of profit and loss: \_\_\_\_\_

2. Capital contributions:

(a) Dollar amount of initial contribution: \$ \_\_\_\_\_

(b) Dollar amount of anticipated on-going contributions: \$ \_\_\_\_\_

1. Contributions of equipment (specify types, quality and quantities of equipment to be provided by each venture):

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2. Other applicable ownership interest, including ownership options or other agreements, which restrict or limit ownership and/or control:

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5. Provide copies of all written agreements between venturers concerning this project.

6. Identify each current CCRTA contract and each contract completed during the past two years by either of the joint venture partners participating in this joint venture:

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**VIII. Control of and Participation in the Joint Venture.** Identify by name and firm those individuals who are, or will be responsible for and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.)

- A. Joint venture check signing:

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

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

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**D.** Acquisition of lines of credit:

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**SCHEDULE D  
DBE PAYMENT REPORT FORM**

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

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

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

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

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

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

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

## SCHEDULE D

### INSTRUCTIONS FOR CONTRACTORS “HOW TO FILL-OUT DBE PAYMENT REPORT FORM”

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

*Please submit by email the completed DBE Payment Report form to the DBELO at [crtadbe@ccrta.org](mailto:crtadbe@ccrta.org).*

1. **Invoice Number** – Fill in the invoice number accompanying this report.
2. **Report Number** – Fill in the number of the report you are sending in sequence. For example: if this is the second invoice you are submitting, you are sending in Report Number 2.
3. **Reporting Period** – This is to be filled in to state the period of time you are reporting. Example: From: February 1, 2021 To: February 31, 2021.
4. **CCRTA Contract Number** – Fill in the contract number assigned to your project by CCRTA; make sure that your invoice corresponds to the Contract No.
5. **Type of Contract** – Designate the type of contract that has been awarded to you by the CCRTA.
6. **Contractor's Business Name, Address, and Phone Number** – Fill in your company's name, address, and phone number
7. **Date of Contract Award** – Fill in the date contract was executed by both you and CCRTA.
8. **Estimated Date of Completion** – Fill in the completion date of contract as written in contract.
9. **Original Contract Amount** – Fill in dollar amount of original contract agree upon by you and CCRTA.
10. **Current Amended Contract Amount** – Fill in the dollar amount of original contract plus/minus the dollar amount agreed upon at a later date as a result of contract modifications (change order). If applicable, include date of modification.
11. **Total Amount Received to Date** – Fill in the dollar amount you have received from CCRTA to date.
12. **Total Amount Owed** – Fill in the dollar amount of the contract minus amount paid to you by CCRTA.
13. **Committed Disadvantaged Business Participation** – Fill in the percentage of DBE participation you committed to obtain on the contract.
14. **Actual Disadvantaged % to Date** – Fill in the calculated dollar amount paid to the DBE divided by the dollar amount you received from CCRTA.
15. **Name of Subcontractor** – Name all DBE and non-DBE subcontractors used in this contract. Use additional sheets as necessary.
16. **Disadvantaged Business Enterprise (DBE)** – Select yes if subcontractor is certified DBE and indicate Certificate Number; if not DBE certified, select no.
17. **Description of Work** – State the work performed by the DBE and non-DBE subcontractor(s).
18. **Amount and Date of Last Payment** – State the amount and date of last payment made to each DBE and non-DBE subcontractor. Submit evidence of payment, i.e. cancelled check, check register, etc.
19. **Subcontractor Value (Dollars)** – State the committed dollar value to the DBE and non-DBE subcontractor for the duration of the contract.
20. **Percent of Earned Progress to Date** – State the percentage by dividing the dollar amount paid to the DBE and non-DBE subcontractors by the full amount committed to them.
21. **Amount Paid to Date (Dollars)** - Add all amount paid to each DBE and non-DBE subcontractor to date.
22. **Amount of This Invoice Allocated to Vendor/Subcontractor** – Fill in how much of this invoice will be paid to each DBE and non-DBE subcontractor.