



**INVITATION FOR BIDS
FOR
VA CLINIC BUS PULL IN**

IFB No.: 2024-FC-09

Date Issued: August 30, 2024

Sealed bids will be received at the offices of the Corpus Christi Regional Transportation Authority, hereinafter called the "CCRTA," at the Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401, until 3:00 p.m. (CST), Friday, October 11, 2024, for the VA Clinic Bus Pull In. One (1) new Bus Pull In will be constructed at the new Corpus Christi West Point VA Clinic located at 925 South Padre Island Drive (SPID) which is on the corner of SPID (SH 358 Access Road) at W. Point Road. This is a firm-fixed-price construction contract. The term of the contract will be to complete the project within **60 calendar days**, after receipt of the Notice to Proceed (NTP). The project will have two major milestones: the permitting process with the Texas Department of Transportation (TxDOT), and the construction of the bus stop concrete street pad. Bid prices shall be good for one hundred twenty (120) calendar days from the Board approval date.

It is certain that any supplies, construction and/or labor under the resulting contract from this solicitation will be funded by the Federal Transit Administration (FTA) 5339(b) fund (Grant Number TX-2021-074), therefore, all rules and regulations related to the funding source apply.

Bidders are encouraged to attend a pre-bid conference scheduled for Friday, September 13, 2024, at 3:00 p.m. (CST) at the Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401. The purpose of this meeting is to provide an overview of the requirements of the project and to answer any questions Bidders may have regarding to this procurement. **While this meeting 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 by 1:00 p.m. (CST) Friday, September 13, 2024.

Requests for Information (Attachment J) must be submitted by 3:00 p.m. (CST), Friday, September 20, 2024, to procurement@ccrta.org. The CCRTA will respond to all submissions in an addendum posted to the CCRTA's website at www.ccrta.org/news-opportunities/business-with-us/ by **Friday, September 27, 2024.**

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

The CCRTA has a Disadvantaged Business Enterprise (DBE) program and has determined that a fourteen percent **(14%) DBE participation 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.

The following bid documents are applicable for 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 Forms (Attachment B),
- Conflict of Interest Acknowledgement and Certification (Attachment C),
- Acknowledgement of Addendum/Addenda (Attachment D),
- References (Attachment E),
- Bidder Information Sheet (Attachment F),
- Buy America Certificate (Attachment G),
- Certification of Restrictions on Lobbying (Attachment H),
- DBE Participation Forms Schedules A-C (Attachment I), and
- Request for Information Form (Attachment J).

Special Attachments:

- Specifications (EXHIBIT I), and
- Construction Plans (EXHIBIT II).

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

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

For mailed bid submissions, please submit the following documents:

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

For electronic bid submissions, please submit the following documents to procurement@ccrta.org:

- Attachments and Certifications:
 - Price Schedule (Attachment A). One (1) signed and dated, in a PDF file, and
 - B, C, D, E, F, G, H, and I. (Combine these attachments into one file).
- Bid Guarantee **must be mailed** and received by the CCRTA by 3:00 p.m. (CST), Friday, October 11, 2024.

Ensure that all electronic files are clearly titled with the corresponding document name and submit by email to procurement@ccrta.org.

Note: Bidder's email submission must be less than 50MB. If your email submission is more than 50MB, 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 for the files to be accessed.

Bidders must also submit 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 16.0 Bonding for further instructions.

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

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

The following documents are required to be submitted ONLY upon notification of recommendation for award:

- Form 1295 "Certificate of Interested Parties"
- Certificate of Insurance

- Performance Bond and Payment Bond
- Schedule of Values

Bidders are encouraged to utilize the enclosed Bid Submission Checklist to ensure your bid package is responsive to the requirements of this IFB.

- Bid Submission Checklist

BID SUBMISSION CHECKLIST

(USE AS A REFERENCE)

Bid Documents Required	Check
The following Bid documents must be submitted:	
1. Price Schedule (Attachment A)	
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 information Sheet (Attachment F),	
7. Buy America Certificate (Attachment G)	
8. Certification of Restrictions on Lobbying (Attachment H)	
9. DBE Participation Form Schedules A-C (Attachment I)	
10. Bid Guarantee	
Note: A Performance Bond and Payment Bond are required for this Contract.	
1. Price Schedule (Attachment A) – Submit the following:	
<p>If submitting your bid by <u>mail</u>, submit as follows:</p> <ol style="list-style-type: none"> 1. Hard Copies of Attachments and Certifications: <ul style="list-style-type: none"> ➤ Price Schedule (Attachment A). One (1) original signed and dated in a separately sealed envelope, and ➤ B, C, D, E, F, G, H, and I. 2. Bid Guarantee. <p>Address your sealed bid in an envelope with the information as noted in the "Instructions to Bidders" Section 5.0 "Submission of Bids".</p> <p>If submitting your bid <u>electronically</u> to procurement@ccrta.org, please submit as follows:</p> <ol style="list-style-type: none"> 1. Attachments and Certifications: <ul style="list-style-type: none"> ➤ Price Schedule (Attachment A). One (1) signed and dated in a PDF file and ➤ B, C, D, E, F, G, H, and I. (Combine these attachments into one file). 2. Bid Guarantee must be mailed and received by the CCRTA by 3:00 p.m. (CST), Friday, October 11, 2024. <p>Ensure that all electronic files are clearly titled with the corresponding document name and submit by email to procurement@ccrta.org.</p>	
1. Price Schedule (Attachment A) Bidder must:	
1. List the Firm Name	

2. Complete the Price Schedule	
3. Sign, Print, Date and Provide Title on Price Schedule (Attachment A)	
2. Certification Form (Attachment B) – Sign, Print, Date, and list Title	
3. Conflict of Interest Acknowledgement and Certification (Attachment C)	
List Bidder’s Name, Sign, Print, Date, and list Title	
4. Acknowledgement of Addendum/Addenda (Attachment D)	
- List Firm Name and write in each addendum issued (<i>i.e. Addenda No. 1, 2, and 3</i>)	
- Sign, Print Name and Title, and Date	
5. References (Attachment E)	
- References (Attachment E) the Bidder must:	
- List four similar projects which your firm has completed within the last five years.	
- Provide point of contacts and valid email addresses.	
- Provide a list of contracts that the firm currently has in process.	
6. Bidder Information Sheet Form (Attachment F)	
I. Bidder must:	
- List Business Name, Address, City, State, and Zip Code.	
- Primary Contact Name, Title, Business Phone (with area code), Mobile Phone (with area code), and email address.	
- List the Company’s Commodity/NAICS Code and Corresponding Index Entry	
II. Business Data and Work Description	
- If Applicable, list your Unique Identity ID number and FEIN and/or TIN.	
- List if the business is a subsidiary. If yes, name the Holding/Parent Company.	
- List the number of years in business.	
- List the Company’s Commodity/NAICS Code and Corresponding Index Entry.	
- Check the appropriate box for the business’ annual gross receipts.	
- Answer “yes” or “no” if your business is a certified DBE under the TxUCP.	
- If yes, list the name of the certifying agency and the date of the certification.	
- List the Business’ assigned NAICS Code(s).	
- List the gender for the firm’s majority owner.	
- Check the appropriate box for Group membership for the Firm’s majority owner.	
- Answer “yes” or “no, if the firm will subcontract any work, services, and/or materials.	
- If yes, then the subcontractor(s) must also complete an individual Bidders List Data Form.	
III. Authorized Signatory (if different from Primary Contact)	
- List Name, Title, Business Phone (with area code), Mobile Phone (with	

area code), and a valid email address.	
IV. Signature	
- List Authorized Signature, Date, Print Name, and Title	
7. Buy America Certificate (Attachment G)	
- Buy America Certificate (Attachment G) Bidder must complete either the compliance or non-compliance sections as follows	
- Date	
- Sign	
- Printed Name	
- Title	
- Company Name	
8. Certification and Restrictions on Lobbying (Attachment H)	
- Certification and Restrictions on Lobbying (Attachment H) Bidder must:	
- Name	
- Title	
- Company Name	
- Date	
- Sign	
- Printed Name	
- Company Name	
9. DBE Participation Forms Schedules A-C (Attachment I)	
- If you have any questions regarding these forms please contact Laura Yaunk, DBE Liaison Officer at 361-903-3521.	
DBE Participation Forms Schedules A-C (Attachment I) Bidder must:	
- Enclose all DBE Forms Schedules A-C (Attachment I)	
10. Bid Guarantee	
- Can be in the form of a Bid Bond or Certified Check equivalent to 5% of the bid price.	
- Must be submitted by Mail even if submitting your bid electronically by email. It must be received by the CCRTA prior to the bid deadline.	

INSTRUCTIONS TO BIDDERS

1.0 GENERAL

The following instructions by the Corpus Christi Regional Transportation Authority (CCRTA) are intended to afford Bidders an equal opportunity to participate in the CCRTA's contracts.

2.0 EXPLANATIONS AND COMMUNICATIONS

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

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

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

3.0 SPECIFICATIONS

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

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

4.0 INFORMATION REQUIRED

4.1 Each Bidder shall furnish the information required by the bid documents. The Bidder shall sign the Price Schedule (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.

- 4.2 The Bidder should quote its lowest and best price. All prices shall be entered on the Price Schedule in ink or typewritten. Unit Prices must be entered in the "Unit Price" field of the Price Schedule. In case of discrepancy between the unit price and the total price, the unit price will be presumed to be correct. **NO ITEMS MAY REMAIN BLANK.**
- 4.3 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.

5.0 **SUBMISSION OF BIDS**

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

**Corpus Christi Regional Transportation Authority
Staples Street Center
Attn: Procurement Department
602 N. Staples Street
Corpus Christi, TX 78401
Bid for: IFB No. 2024-FC-09 VA Clinic Bus Pull In**

Bid Due Date: Friday, October 11, 2024, 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 before the bid submission deadline.

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

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

5.3 **Schedule**

Bids shall be governed by the following tentative schedule:

- **Friday, August 30, 2024 – IFB Issued**

Bid documents are available on the CCRTA's Website at www.ccrta.org/news-opportunities/business-with-us/.

- **Friday, September 13, 2024 – Pre-Bid Conference** will be held at 3:00 p.m. (CST) in the CCRTA's Multi-Purpose Room located on the third 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 by 1:00 p.m. (CST) on this day.
- **Friday, September 20, 2024 – Request for Information** Written Request for Information (Attachment J) is due by 3:00 p.m. (CST). One request per form is permitted. Request for Information must be received via email to procurement@ccrta.org.
- **Friday, September 27, 2024 – CCRTA's Response to Request for Information Due**
Responses will be posted in the form of an addendum to the CCRTA's website at www.ccrta.org/news-opportunities/business-with-us/.
- **Friday, October 11, 2024 – 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 by email to procurement@ccrta.org prior to deadline.
- **Friday, October 11, 2024 – Bid Opening**
The Bid Opening will be held at 3:30 p.m. (CST) on Friday, October 11, 2024, in the CCRTA's Multi-Purpose Room located on the third floor of the Staples Street Center at 602 N. Staples St., Corpus Christi, Texas 78401. To attend the Bid Opening remotely, please submit a login request to procurement@ccrta.org by 1:00 p.m. (CST) on this day.
- **Wednesday, November 6, 2024 – Contract Awarded (Tentative)**
The CCRTA's Board of Directors will meet to award a Contract to the successful Bidding firm.

6.0 MODIFICATION OR WITHDRAWAL OF BIDS

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

7.0 OPENING BIDS

All bids shall be opened by the CCRTA as soon after the bid deadline as is reasonably practicable. Any bids which were received prior to the deadline but were

not opened with the other bids due to inadvertence by the CCRTA shall be opened at a time designated by the CCRTA and announced to all Bidders present at the bid opening who provided their names and phone numbers on the attendance list. **Trade secrets and confidential information** contained in bids shall not be opened for public inspection if identified in writing at the time the bid is submitted.

The Bid Opening will be held at 3:30 p.m. (CST) on Friday, October 11, 2024, in the CCRTA's Multi-Purpose Room located on the third floor of the Staples Street Center at 602 N. Staples St., Corpus Christi, Texas 78401. To attend the Bid Opening remotely, please submit a login request to procurement@ccrta.org by 1:00 p.m. (CST) on this day.

8.0 REFERENCES

The CCRTA requires that Bidders supply a list of pertinent references using the enclosed Reference (Attachment E) form in the Certifications section of this IFB.

9.0 EVALUATION FACTORS

9.1 The CCRTA will award one contract based upon the lowest responsible, and responsive bid, price and other factors considered.

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

9.3 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.

10.0 RESERVATION OF RIGHTS

The CCRTA expressly reserves the right to:

10.1 Reject or cancel any or all bids;

10.2 Waive any defect, irregularity or informality in any bid or bidding procedure;

- 10.3 Waive as an informality, minor deviations from specifications at a lower price than other bids meeting all aspects of the specifications if it is determined that total cost is lower, and the overall function is improved or not impaired;
- 10.4 Extend the bid opening time and date;
- 10.5 Reissue a bid invitation;
- 10.6 Consider and accept an alternate bid as provided herein when most advantageous to the CCRTA; and
- 10.7 Procure any item or services by other means.

11.0 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.

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 may be issued as appropriate. Unless the Bidder specifies otherwise in the bid, the CCRTA may award the contract for any item or group of items shown on the Bid Invitation

12.0 BID PROTESTS

If a Bidder desires to protest any bidding procedure, the Bidder should present such protest, in writing, to the CCRTA Chief Executive Officer within five (5) business days following the date the Board awards the contract. The protest shall state the name and address of the protestor, refer to the project number and description of the solicitation, and contain a statement of the grounds for protest and any supporting documentation. For federally assisted contracts, certain additional bid protest procedures apply and may be found in the Supplemental Conditions contained within the bid documents.

13.0 EQUAL OPPORTUNITY

Bidders are expected to comply with the Affirmative Action Programs of the CCRTA with respect to its provisions concerning contractors. The CCRTA expressly reserves the right to consider such compliance in determining the lowest responsible Bidder.

14.0 SINGLE BID

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

15.0 SALES TAX EXEMPTION FOR CONSTRUCTION PROJECTS

The CCRTA qualifies for exemptions of Sales, Excise, and Use Taxes under the Texas Tax Code with political subdivisions of the State of Texas.

16.0 PREVAILING WAGE RATES FOR CONSTRUCTION PROJECTS

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

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

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

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

17.0 FORM 1295 “CERTIFICATE OF INTERESTED PARTIES”

(Only to be submitted if chosen for award)

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

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

(2) a person who acts as an intermediary and who actively participates in facilitating a contract or negotiating the contract with a governmental entity or state agency, including a broker, adviser, attorney or representative of or agent for the business entity who has a controlling interest or intermediary for the business entity.

Form 1295 must be electronically filed with the Texas Ethics Commission at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The form must then be printed, signed, and filed with the CCRTA. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>.

18.0 NO DIRECT CONTACT WITH THE CCRTA’S BOARD OF DIRECTORS

Bidders are advised not to contact any CCRTA Board of Director 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

1.0 DESCRIPTION OF PROJECT

- 1.1 The CCRTA is seeking bids from qualified Bidders to construct a new Bus Pull-In at the new Corpus Christi West Point VA Clinic located at 925 South Padre Island Drive on the corner of SPID (SH 358 Access Road) at W. Point Road. The Bus Pull-In will be on South Padre Island Drive (SPID) (SH 358 Access Road). The Contractor will have ten (10) calendar days after the Notice to Proceed (NTP) to start the construction work. Once construction begins, the Contractor has 60 calendar days to complete the permitting process with TxDOT and the construction project. An award shall be made to the lowest, most responsive and responsible Bidder.
- 1.2 Bids will only be accepted from established Contractors with experience in this type of work. The Bidder will provide all necessary labor, materials, equipment, and supervision as required.
- 1.3 These specifications explain what needs to be done, not how to do it. All workmanship must be “first class” and comply with the current approved standards for the specific phase of the work. Careless or slovenly work will not be accepted in any form.

2.0 CONSTRUCTION MANAGEMENT

Whenever the word “**Project Manager**” is used in this IFB it is understood as referring to the CCRTA’s authorized representative – Sharon Montez, Managing Director of Capital Projects, and Customer Services. Jason Lopez, Capital Projects Manager, will be the **Project Liaison**, along with support from the **Project Engineer**.

3.0 TIME OF COMPLETION AND FAILURE TO COMPLETE IN TIME

The term of the contract will be to complete the project within **60 calendar days**.

- 3.1 The Contractor agrees to commence work ten (10) calendar days after receiving the NTP from the CCRTA. The Contractor will then have 60 calendar days to complete the project. All work must be completed, and the construction site cleaned up in accordance with the Contract Documents on or before the provided time for the completion of this project. Liquidated damages will be charged for work that exceeds the time frame.
- 3.2 For each calendar day that any work remains incomplete after the time specified in the Contract for completion of the work, or after such time period as extended pursuant to other provisions of the Contract, **One Hundred and Fifty Dollars and No Cents (\$150.00) per calendar day** will be assessed against the Contractor as liquidated damages. Said liquidated damages are not

imposed as penalty but as an estimate of the damages that the CCRTA will sustain from delay in completion of the work, which damages by their nature are not capable of precise proof. The CCRTA may withhold the amount of liquidated damages from monies otherwise due to the Contractor.

4.0 CONDITIONS OF WORK

- 4.1** 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 Contractor, 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.
- 4.2** In the execution of the work, the Contractor must comply with all permit conditions and lawful instructions and requirements of the federal and state agencies having jurisdiction in the areas involved. Such permit conditions and lawful instructions addressed to the CCRTA that relate to the construction work included in the Contract must be complied with.
- 4.3** The Contractor will be responsible for obtaining all permits required. The cost for such permits, if any, will be borne by the Contractor. The Contractor must also call upon the proper authorities for compliance inspections and assume the fees for same.
- 4.4** The TxDOT permit is to be obtained at the TxDOT Corpus Christi District, (361) 808-2660.

- **TxDOT Right-of-Way Permit**

5.0 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 Contractor or his subcontractor, due to real or alleged error in arrangement of matter in these Contract Documents.

6.0 GUARANTY

Neither the final payment nor any provision in the Contract documents, no partial or entire occupancy of the premises by the CCRTA will constitute an acceptance of work not done in accordance with the Contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor must remedy any defects in materials or workmanship, which appears within a period of one (1) year from the date of final

acceptance of work unless a longer period is specified. The CCRTA will give notice of observed defects with reasonable promptness. The Contractor must have a Performance Bond, if required, so written that the one (1) year period is covered by the Performance Bond.

7.0 ACCIDENT PREVENTION

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

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

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

8.0 SUPERINTENDENCE BY CONTRACTOR

8.1 At all times during performance and until the work is completed and accepted, the Contractor must 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 Contractor.

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

9.0 LITIGATION RESPONSIBILITIES

The CCRTA will give the Contractor prompt notice in writing of the institution of any suit proceeding and permit the Contractor to defend same and will give all needed information to do so. The Contractor will 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. The Contractor must furnish immediately to the CCRTA copies of all

pertinent papers received by the Contractor.

10.0 ABSENCE OF LIEN

Under the laws of Texas, neither the Contractor 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.

11.0 CCRTA'S DBE PROGRAM

The Bidder will be required to comply with the CCRTA's Disadvantaged Business Enterprise Program. **The CCRTA's goal for DBE participation with this Contract is 14%.** Bidders are required to complete the DBE Participation Form Schedules A-C (Attachment I) 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 must 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. The completed forms must be submitted and emailed to the DBE Liaison Officer DBELO at ccrtadbe@ccrta.org every 30th of the month.

12.0 CONTRACTOR DIRECTIVES

- 12.1 The Contractor must provide a better effort in clean-up at the project site after concrete work is complete and formwork removed. The Contractor should write this directive into General Notes. Use sandy loam and not large, excavated clay.
- 12.2 The Contractor must provide a preliminary schedule of work at the Pre-Construction meeting on how they intend to implement work through completion. Contractors will be required to update this schedule monthly and send it to the Project Manager with a pay application.
- 12.3 The Contractor must provide Applications for Payment with quantitative breakdown of work for that month. This will be field verified with the CCRTA's the Project Engineer as a mandatory requirement for payment.
- 12.4 Workmanship must be of the highest quality and must be performed by workers skilled in their trade. Articles, materials, and equipment to be incorporated into the work under this Contract must be new and unused.
- 12.5 The Contractor must cooperate with all public and private agencies and utilities operating within the limits of each project site. The Contractor must provide 48-hour notice to any applicable agency when work is anticipated to proceed in the vicinity of any facility or affected utility. The Contractor must make necessary arrangements with the CCRTA for access and storage

provisions at the site. For the Contractor's convenience, the following telephone numbers are listed:

Regional Transportation Authority (Project Manager)	361-289-2712
TxDOT Corpus Christi District	361-808-2660
City of Corpus Christi	361-826-3500
Water Division	361-826-2489
Wastewater Services Division	361-826-2489
Gas Division	361-826-2489
Southwestern Bell	361-828-5127
City of Corpus Christi (Line Locator)	811

The Contractor must notify TxDOT Corpus Christi District within a minimum of 14 calendar days prior to any construction.

13.0 CONTRACTOR RESPONSIBILITIES

- 13.1** Careful staging of the construction must be planned by the Contractor to ensure the safety of everyone.
- 13.2** The Contractor must protect adjacent property from damage due to the progress of work. The Contractor must practice good housekeeping at the site. Any damage to public or private property adjacent to the work must be repaired or replaced by the Contractor at their expense.
- 13.3** The Contractor is responsible for ensuring the safety of the pedestrians and all vehicular traffic from construction-related activities during this project. The Contractor must provide orange fencing when necessary and warning cones.
- 13.4** The Contractor must take all precautions in protecting existing utilities, both above and below ground. If the Contractor encounters utility services along the line of this work, it will be their responsibility to maintain the services in continuous operation at the Contractor's expense. Repairs and all labor and materials connected with maintaining services in operation are considered subsidiary. Therefore, no separate or direct payment will be made.
- 13.5** The Contractor will be responsible for verifying the exact location of utilities prior to any construction. To locate utilities, call in advance to the Texas One Call System, 1-800-245-4545 and Lone Star notification, 1-800-669-8344.
- 13.6** The Contractor must preserve in operating condition all active utilities traversing or adjoining the construction site. Utilities or appurtenances, driveways, drainage structures, roadways, or other improvements that are damaged by the Contractor must be replaced to original condition at no cost to the CCRTA.
- 13.7** WATER: The responsibility will be upon the Contractor to provide and maintain, at his/her expense, an adequate supply of water for his/her use for construction and domestic consumption, and to install and maintain

necessary supply connections and piping for same, but only at such locations and in such manner as may be approved by the CCRTA. Before final acceptance, temporary connections and piping installed by the Contractor must be removed in a manner satisfactory to the CCRTA.

- 13.8** ELECTRICAL: All electric current required by the Contractor must be furnished by the Contractor. All temporary connections for electricity will be subject to approval of the CCRTA. All temporary lines will be furnished, installed, connected, and maintained by the Contractor in a workmanlike manner satisfactory to the CCRTA and in compliance with the requirements of the National Electrical Code and all local ordinances. They will be removed by the Contractor in like manner at the Contractor's expense prior to completion of the construction.
- 13.9** Field staking for construction will be the Contractor's responsibility. In addition, the Contractor may expect to find slight variances during construction. No separate or direct payment will be made for adjustments of these variances. During the construction period, the Project Manager may review the alignment of construction items and have the opportunity to make minor modifications as may be determined in the field prior to the excavation or concrete pouring to ensure the avoidance of conflicts with existing structures.
- 13.10** Upon completion of the work and before acceptance and final payment, the Contractor must remove rubbish, unused materials, and temporary structures from the limits of the project and restore, in a manner acceptable to the CCRTA, all property both public and private that has been damaged during the execution of the work.
- 13.11** Unwanted material will become the property of the Contractor who must remove it from the site within twenty-four (24) hours. The cost of hauling will be considered a component to the bid items of this Contract; and therefore, no separate or direct payment will be made. All excess material excavated from the site must be removed and disposed of immediately by the Contractor.

14.0 BONDING

- 14.1** A **bid guarantee** is required from each Bidder equivalent to **five percent (5%)** of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Bidder will, upon acceptance of its bid, execute such contractual documents as may be required within the time specified.
- 14.2** For contracts exceeding \$150,000, a **performance bond** is required on the part of the Contractor for 100 percent (100%) of the Contract price. A "performance bond" is one executed in connection with a contract to secure

fulfillment of all Contractor's obligations under such Contract.

14.3 A **payment bond** is required on the part of the Contractor for **100 percent (100%)** of the Contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the Contract.

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

15.0 MATERIALS TESTING

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

16.0 ALLOWANCES

A maximum Betterment Fund Allowance of Five Thousand Dollars and No Cents (\$5,000.00) has been set aside to cover miscellaneous items. The Betterment Fund allowance is already calculated into the Total Base Price. Receipts for these items must be submitted to the Project Manager to be reimbursed. The Contractor will only be paid for actual expenses incurred. A final change order will be issued at the completion of the project to adjust this item and the Contract to the actual cost.

17.0 UNIT PRICES

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

18.0 DEFINITION OF BID ITEMS:

When completing the Price Schedule, the Bidder must ensure that each unit price includes sufficient costs to cover the work specified in the following sections:

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

- Removing and disposing of existing concrete curb and gutter

- Protect surroundings
- Stormwater Pollution Prevention-Inlet Covers as required

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

- Removing and disposing of existing concrete sidewalk
- Protect surroundings

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

- Saw cutting concrete pavement and steel reinforcement to full depth

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

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

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

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

18.6 8" Concrete Pavement: Shall include, but is not limited to, the following items:

- Staking of lines and grades
- Excavation, extending 1' behind the 6" curb
- Subgrade compaction, extending 1' behind the 6" curb
- Provide and compact Limestone Base, extending 1' behind the 6" curb
- Providing and placing steel reinforcing
- Doweling into existing concrete
- Construction of expansion/control joints
- Providing, placing and removing formwork

- Providing, placing, finishing, and curing concrete
- Disposing of excess materials and site clean-up
- Return area to original condition using seeding and sod as necessary
- Backfill and slope accordingly
- Adjusting conflicting utilities and valve boxes

18.7 6" Curb: Shall include, but is not limited to, the following items:

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

18.8 4' Concrete Sidewalk: Shall include, but is not limited to, the following items:

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

18.9 Bus Stop Sign: Shall include, but is not limited to, the following items:

- All labor, materials, equipment, and incidentals required for installation in accordance with the plans

18.10 Traffic Control (Mobilization, Implementation and Adjustments): Shall include, but is not limited to, the following items:

- Furnishing, installing, moving, replacing, and maintaining all temporary controls for each location
- Barricades, signs, barriers, cones, lights, signals, temporary striping and markers, temporary pavements, flag-men, temporary devices, relocation of existing signs and devices, and all labor, materials, equipment, and incidentals necessary to provide a safe condition and to complete work

**THE
SPECIFICATIONS (EXHIBIT I)
AND
CONSTRUCTION PLANS (EXHIBIT II)
FOR
IFB NO. 2024-FC-09
VA CLINIC BUS PULL IN**

Can be downloaded from the CCRTA's website at:

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

WAGE RATES

"General Decision Number: TX20240029 01/05/2024

Superseded General Decision Number: TX20230029

State: Texas

Construction Type: Highway

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

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

Note: 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)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 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 2024.
If the contract was awarded on or between January 1, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 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 2024.

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

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://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.dol.gov%2fagencies%2fwhd%2fgovernment-contracts&c=E,1,GqLGLZPAJp8QhsGJ-htDhz6DXsg3gyMkEqyPoljwu1-9e-n0_4Wqwzspo-17UI5zNM1KTb9NPx_fjr47TR9cCecGxYmQWUr3sRYDLk6uJg3qEUVmGQ1U6Xjd&typo=1.

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) (iii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

STANDARD SERVICE TERMS AND CONDITIONS

1. SERVICE STANDARDS.

The 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.

The Contractor shall submit **monthly invoices to the Project Engineer for this Contract or as otherwise specified in the contract documents. Once the Project Engineer reviews and approves the invoices, the invoices must be sent to AccountsPayable@ccrta.org and to Laura Yaunk, DBE Liaison Officer at ccrtadbe@ccrta.org or mailed to Corpus Christi RTA, Attn: Accounts Payable, 602 N. Staples Street, Corpus Christi, Texas 78401 or electronically submitted by email to AccountsPayable@ccrta.org. Invoices shall indicate the contract number and shall be itemized in accordance with the different components of work set forth in the Price Schedule.** Payment shall not be made until thirty (30) days after the date the above instruments are submitted or the work is performed, whichever is later. In the event payment has not been made by the due date, the 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. Invoices will be paid Net 30.

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.

The Contractor shall provide such tools, equipment, supplies, materials, employees, management, and any other items or services as may be necessary to enable the

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. The 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, the Contractor agrees that, regardless of the amount of such variance, it shall not be the basis for deviating from the quoted unit prices. Further, the Contractor agrees to honor quoted unit prices for the duration of this Contract.

5. LIABILITY INSURANCE COVERAGE.

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

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

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

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

6. WORKERS' COMPENSATION.

The Contractor shall always maintain 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 \$500,000 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 the 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 people 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 The 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 the Contractor providing services on the project, for the duration of the project.

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

6.4 If the coverage period shown on the Contractor’s current certificate of coverage ends during the duration of the project, the 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 The 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 the 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 The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- 6.7 The Contractor shall notify the CCRTA in writing by certified mail or personal delivery, within 10 days after the 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 The 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 The 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 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 all such claims, whether 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 always 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 employment. Contractor shall remain solely responsible for the supervision and performance of any such employees in completing its obligations under this Contract. The 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 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 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 General Instructions. 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(I) 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 applies 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. The 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 complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the CCRTA resulting from the Contractor's refusal or failure to complete the work within specified time, whether 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,

8. Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms & Conditions required by U.S. DOT, whether 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 an appeal, the 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 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)(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 subcontractors.

(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 no 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 no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's 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 subcontractor 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 subcontractor 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 subcontractor 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 the 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 [120] 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. The CCRTA may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The CCRTA may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

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

The Irrevocable Stand-By Letter of Credit will only be accepted by the CCRTA if:

1. A bank in good standing issues it. The CCRTA will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, “standby” Letter of Credit.
4. The CCRTA is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of this Agreement.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the CCRTA and the Contractor the work stipulated herein.

The issuing bank’s obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft (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.

26. Seat Belt Use

The Contractor agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

- (a) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and
- (b) Including a “Seat Belt Use” provision in each of its sub-contractor agreements related to the Contract.

27. Distracted Driving, Including Text Messaging While Driving

(a) The Contractor agrees to comply with:

- (1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225);
- (2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009; and:
 - (i) Adopt and enforce policies that ban text messaging while driving in Contractor-owned or rented vehicles or, if applicable, Authority-owned vehicles; or while driving privately-owned vehicles when performing any Work for or on behalf of the Authority.
 - (ii) Conduct initiatives in a manner commensurate with the size of the business, such as,
 - (A) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (B) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

- (i) **Safety.** The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Contract, or when performing any work for or on behalf of the Contract;
- (ii) **Contractor Size.** The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and
- (iii) **Extension of Provision.** The Contractor agrees to include these Special Provisions of this Contract in its sub-contract agreements and encourage its sub-contractors to comply with this Special Provision.

(b) For purposes of this paragraph, the phrase “text messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise; it does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

28. Federal Tax Liability and Recent Felony Conviction

Contractor agrees that, prior to entering into any subcontract, Contractor will require the subcontractor to provide a certification on Federal Tax Liability and Recent Felony Convictions, which should be identical to the certification that Contractor provided the Authority. If the prospective subcontractor cannot certify as to the statements, Contractor shall not enter into the subcontract absent Authority and FTA approval. The contractor agrees to include this clause in every subcontract awarded at every tier.

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

The purpose of this Special Provision is to carry out the U.S. Department of Transportation's (USDOT) DBE Program to ensure nondiscrimination of the award and administration of DOT-assisted contracts financed in whole and in part, and to create a level playing field on which firms owned and controlled by socially and economically disadvantaged individuals can compete fairly for DOT-assisted contracts.

As used in these Special Provisions, the term "CCRTA" shall refer to the Corpus Christi Regional Transportation Authority; "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.

1.0 DISADVANTAGED BUSINESS ENTERPRISE COMPLIANCE REQUIREMENTS:

Pursuant to Federal regulations for Disadvantaged Business Enterprise (DBE) programs, the 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 USDOT-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 deems appropriate.

The contractor, sub-recipient, or subcontractor shall ensure that all subcontract agreements contain this assurance.

CCRTA HAS SET A GOAL OF 14% DBE PARTICIPATION FOR THIS CONTRACT.

2.0 DBE RESPONSIVENESS REQUIREMENTS

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 the submittal of the bid. If the Bidder fails to do so, its bid may be deemed non-responsive and may be rejected.

- A. Schedule A – Summary of DBE Participation- properly complete and signed by the Bidder. Schedule A is a list of all DBE subcontractors, their scope of work to be performed, and the dollar amount of participation of each DBE subcontractor.

DBEs listed on Schedule A must be DBE-certified by the Texas Unified Certification Program (TUCP) at the time of the bid opening.

- B. Schedule B – Confirmation of Proposed DBE Participation: property complete and signed by the DBE firm representative. Schedule B must list the name of the DBE subcontractor, a detailed description of DBE's scope of work, and the 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 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).

3.0 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.

4.0 DBE RESPONSIBILITY REQUIREMENTS

4.01 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 along with your bid for CCRTA's approval. This agreement must address the administrative, financial, and field responsibilities of each partner. The DBE participation must meet the criteria as outlined in the definitions in the following section "Calculating DBE Participation".

4.02 Substitutions

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

4.03 Definitions

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

- a. Is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged.
- b. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- c. Is certified by the TUCP at the time of bid opening.

"Good Faith Efforts (GFE)" 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.

"Commercially Useful Function (CUF)" is defined fully in 49 CFR §26.55 which definition is incorporated herein by reference.

"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.

“North American Industry Classification System (NAICS Code)” is the standard used by Federal statistical agencies in classifying business establishments to collect, analyze, and publish statistical data related to the US business economy.

“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 has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual’s control:

- a. Any individual who CCRTA finds to be a socially and economically disadvantaged individual on a case-by-case basis
- b. Any individual in the following groups, members of which are presumed to be socially and economically disadvantaged:
 - i. *“Black Americans”*, which includes persons having origins in any of the Black racial groups of Africa;
 - ii. *“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;
 - iii. *“Native Americans”*, which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians;
 - iv. *“Asian Pacific Americans”*, 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), Republic of the Northern Mariana Islands, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - v. *“Subcontinent Asian Americans”*, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives, Nepal or Sri Lanka;
 - vi. *“Women”*;
 - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

4.04 DBE Certification

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 <https://txdot.txdotcms.com/>.

Notifying the Contractor of DBE Certification Status

Each DBE contract of any tier shall require any DBE subcontractor or supplier that is decertified during the contract term to immediately notify the contractor and all parties to the DBE contract in writing, stating the date of notice of decision (NOD) of decertification.

4.05 DBE Calculations

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

- (A)** When a DBE participates in a contract, CCRTA counts only the value of the work performed by the DBE toward DBE goals. 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.
- (B)** 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).
- (C)** 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.
- (D)** 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.
- (E)** 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.
- (F)** CCRTA counts expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function (CUF) on this Contract.
 - (1) A DBE performs a commercially useful function when it is responsible for the execution of the work of the contract and is carrying out its responsibilities by 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, 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 performing, and the DBE credit claimed for its performance of work and other relevant factors.

- (2) 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 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.
- (3) 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 workforce, 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.
- (4) 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.
- (5) 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.

(G) CCRTA uses the following factors in determining whether a DBE trucking company is performing a commercially useful function:

- (1) 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;
- (2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract;
- (3) 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;
- (4) 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;
- (5) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by the non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE-owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement;
- (6) The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

- (7) For the purposes of this subparagraph (G), 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 the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased truck. Leased trucks must display the name and identification number of the DBE.
- (H)** CCRTA counts expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:
- (1) (i) 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;
- (ii) For purposes of these requirements, a manufacturer is a firm that owns (or leases) and operates 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. Manufacturing includes blending or modifying raw materials or assembling components to create the product to meet contract specifications. When a DBE makes minor modifications to the materials, supplies, articles, or equipment, the DBE is not a manufacturer. Minor modifications are additional changes to a manufactured product that are small in scope and add minimal value to the final product.
- (2) (i) If materials or supplies are purchased from a DBE regular dealer, CCRTA counts 60% of the materials or supplies (including transportation costs).
- (ii) For purposes of these requirements, a regular dealer is a firm that owns (or leases) and operates 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 sufficient quantities, and regularly sold or leased to the public in the usual course of business.
- (iii) Items kept and regularly sold by the DBE are of the “general character” when they share the same material characteristics and application as the items specified by the contract.
- (iv) CCRTA maintains a system through questionnaires, inventory records reviews, or other methods to determine that a DBE regular dealer per paragraph (H)(2)(iv)(A) of this section, over a reasonable time, keeps sufficient quantities and regularly sells the items in question. CCRTA’s system also ensures that a regular dealer of bulk items of (H)(2)(iv)(B) of this section owns/leases and operates distribution equipment for the products it sells, to determine whether each DBE supplier has the demonstrated capacity to perform a commercially useful function (CUF) as regular dealer prior to its participation. The CCRTA system is maintained and used to identify all DBE suppliers with capacity to be eligible for 60 percent credit, contingent upon the performance of a CUF.
- A) To be a regular dealer, the firm must be an established business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A DBE supplier performs a CUF as a regular dealer and receives credit for 60 percent of the cost of materials or supplies (including transportation cost) when all, or at least 51% of, the items are under a purchase order or subcontract are provided from the DBEs inventory, and when necessary, any minor

quantities delivered from and by other sources are of the general character as those provided from the DBE's inventory.

- B) A DBE may be a regular dealer in such bulk items as petroleum products, steel, concrete or concrete products, gravel, stone, or asphalt without owning and operating a place of business as provided in paragraph (H)(2)(ii) of this section if the firm both owns and operates distribution equipment used to deliver the products. Any supplementing of regular dealer's own distribution equipment must be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis;
 - C) A DBE supplier of items that are not typically stocked due to their unique characteristics (*e.g.*, limited shelf life or items ordered to specification) should be considered in the same manner as a regular dealer of bulk items per paragraph (H)(2)(iv)(B) of this section. If the DBE supplier of these items does not own or lease distribution equipment, as described above, it is not a regular dealer.
 - D) Packagers, brokers, manufacturers' representatives, or other persons who arrange, facilitate, or expedite transactions are not regular dealers within the meaning of this paragraph (H)(2) of this section.
- (3) If the materials or supplies are purchased from a DBE distributor that neither maintains sufficient inventory nor uses its own distribution equipment for the products in question, CCRTA counts 40% of the cost of materials or supplies (including transportation costs). A DBE distributor is an established business that engages in the regular sale or lease of the items specified by the contract. A DBE distributor assumes responsibility for the items it purchases once they leave the point of origin (*e.g.*, a manufacturer's facility), making it liable for any loss or damage not covered by the carrier's insurance. A DBE distributor performs a CUF when it demonstrates ownership of the items in question and assumes all risk for loss or damage during transportation, evidenced by the terms of the purchase order or a bill of lading (BOL) from a third party, indicating Free on Board (FOB) at the point of origin or similar terms that transfer responsibility of the items in question to the DBE distributor. If these conditions are met, DBE distributors may receive 40% for drop-shipped items. Terms that transfer liability to the distributor at the delivery destination (*e.g.*, FOB destination), or deliveries made or arranged by the manufacturer or another seller do not satisfy this requirement.
- (4) With respect to materials or supplies purchased from a DBE that is neither a manufacturer, a regular dealer, nor a distributor, CCRTA counts the entire amount of fees or commissions charged that are deemed to be reasonable, including transportation charges for the delivery of materials or supplies and not any portion of the cost of the materials and supplies.
- (5) CCRTA determines the amount of credit awarded to the firm for the provisions of materials and supplies (*e.g.*, whether a firm is acting as a regular dealer, distributor, or a transaction facilitator) on a contract-by-contract basis.
- (I)** If a firm is not currently certified as a DBE in accordance with the standards of Subpart D of the DBE Regulations at the time of the execution of the contract, CCRTA will not count the firm's participation toward any DBE goals, except as provided for in §26.87(j).
- (J)** CCRTA will not count the dollar value of work performed under a contract with a firm

after it has ceased to be certified toward CCRTA's overall goal.

- (K) CCRTA will not count the participation of a DBE subcontractor toward the Contractor's final compliance with its DBE obligations on a contract until the contractor has paid the DBE the amount being counted.

5.0 GOOD FAITH EFFORTS

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 who 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 checklist, 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 can 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 interested in taking appropriate steps to follow up on initial solicitations.
- (B) Selecting portions of the work to be performed by DBEs 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, 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 (for example 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 interested 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 assist in the recruitment and placement of DBEs.

CCRTA will also consider 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 meeting the DBE goal and whether a Bidder who has not committed to meeting the goal has documented good faith efforts 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.

6.0 RECONSIDERATION

Under 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 an 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.

7.0 DOCUMENTATION REQUIREMENTS

7.01 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.

7.02 Documentation of Payments made to DBE Firms

- (A)** The Contractor must submit copies of the DBE Payment Report form along with its invoice to the DBE Liaison Officer at the same time as they are submitted to CCRTA's Accounts Payable.
- (B)** The DBE Payment Report Form (Schedule D) must be completed by the Contractor and submitted to the DBE Liaison Officer every month. The supporting documents to be attached to the DBE Payment Report form are the following: DBE's monthly contract invoices and proof of payments made to the DBEs. This form must be used to properly credit the Contractor's progress in attaining the DBE goal.

7.03 CCRTA may make on-site visits from time to time during 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 concerning the Contractor's subcontract with any DBEs, please contact CCRTA's DBE Liaison Officer so that CCRTA may be apprised of all DBE issues.

7.04 DBE Termination and Substitution

The Contractor may not terminate for convenience a listed approved DBE subcontractor or an approved substitute DBE firm without the prior written approval of CCRTA's DBE Liaison Officer and 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 to terminate the listed and approved DBE firm.

Good Cause includes the following circumstances:

- (A) The listed DBE subcontractor fails or refuses to execute a written contract;
- (B) The listed DBE subcontractor fails or refuses to perform the 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;
- (C) The listed DBE subcontractor fails or refuses to meet the Contractor's reasonable, non-discriminatory bond requirements;
- (D) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (E) 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;
- (F) CCRTA's DBE Liaison Office has determined that the listed DBE subcontractor is not a responsible Contractor;
- (G) The listed DBE subcontractor voluntarily withdraws from the project and provides you with written notice of its withdrawal;
- (H) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (I) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (J) 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 the 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 the 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.

7.05 Certification of Final DBE Payments

The contractor's achievement of the goal is measured by actual payments made to the DBEs. The contractor must submit the "DBE Final Report" form. The form must be signed by the contractor and must reflect all DBE activity/activities on the project. The form must be submitted to the CCRTA DBE Office no later than 30 days after the DBE receives the final payment.

CCRTA will use this certification and other information available to determine the applicable DBE credit allowed to date by the contractor and the extent to which the DBE firms were fully paid for that work.

The contractor will not be released from the obligations of the contract until the "DBE Final Report" form is received and deemed acceptable by the CCRTA DBE Office.

7.06 Inspection and Records

- (A)** CCRTA may, with or without notice, periodically conduct on-site visits of or DBE subcontractor from time to time during a contract term 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.
- (B)** 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.
- (C)** 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.

7.07 Change Orders

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

7.08 Non-Compliance and Sanctions

(A) Determination of Non-Compliance

- (1) 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.
- (2) Before 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.
- (3) 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 determine non-compliance and recommend the imposition of sanctions.

(B) Sanctions for Non-Compliance

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

- (1) Withholding of payments under the contract
- (2) Recommendation not to exercise contract renewal option, if any
- (3) Termination of the contract
- (4) Debarment from future business with CCRTA

REQUIRED ATTACHMENTS AND CERTIFICATION FORMS

Do NOT Alter Any Forms.
Doing so will deem your bid non-responsive.

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

- 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 Information Sheet (Attachment F),
- Buy America Certificate (Attachment G),
- Certification of Restrictions on Lobbying (Attachment H), and
- DBE Participation Form Schedules A-C (Attachment I).

Reminders:

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

ATTACHMENT A
PRICE SCHEDULE
FOR
IFB NO. 2024-FC-09
VA CLINIC BUS PULL IN

Can be downloaded from the CCRTA's website at:

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

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 (120) 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. 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:

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.

- 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:

ATTACHMENT F

BIDDER INFORMATION SHEET

The CCRTA is required pursuant to 49 CFR Part 26(c) to create and maintain a comprehensive Bidders List. This Bidders List information aims to compile as accurate data as possible about the universe of Disadvantaged Business Enterprise (DBE) and non-DBE contractors and subcontractors seeking to work on CCRTA's federally assisted contracts. This will be used in helping the CCRTA set its overall goals and in providing the USDOT with data for evaluating the extent to which the DBE objectives (§ 26.1) are achieved.

***Subcontractor(s) must also complete an individual Bidder Information Sheet.**

To Be Completed By Bidder	
Business Name:	
Street Address:	
City, State, Zip Code:	
Bidder's Primary Contact	
Name:	
Title:	
Business Phone (with area code):	
Mobile Phone (with area code):	
E-mail Address:	
Business Data and Work Description	
(If Applicable) Unique Identity ID # (12-character alphanumeric ID assigned to an entity by SAM.gov.)	
Federal Employer Identification Number (FEIN) and/or Taxpayer Identification Number (TIN)	
Is the Business a subsidiary:	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
If yes, name the Holding/Parent Company:	
Number of years in business:	
List the Company's Commodity/NAICS Code and Corresponding Index Entry:	

Business Annual Gross Receipts:		Place an "X" in the box below that best applies to your business.	
<\$500,000	\$500,000-\$1 million	\$1 million-\$2 million	
\$2 million-\$5 million	\$5 million-\$10 million	>\$10 million	
Is this business a certified DBE under the Texas Unified Certification Program (TxUCP)		Yes:	No:
Certification Agency and Date:		Agency:	Date:
Assigned NAICS Code(s):			
Gender for the Firm's Majority Owner:			
Group Membership for Firm's Majority Owner: check the box that applies		Place an "X" in the box below that best applies to your business.	
Black American	Hispanic American	Native American	
Asian-Pacific American	Subcontinent Asian American	Other, please specify:	
Will the firm subcontract any work, services, and /or materials?		Yes:	N:
*If yes, then the Subcontractor(s) must also complete an individual Bidders List Data Form.			
Authorized Signatory (If different from Primary Contact)			
Name:			
Title:			
Business Phone (with area code):			
Mobile Phone (with area code):			
E-mail Address:			

Signature	
The undersigned hereby declares that the information set forth on this form is current, complete, and accurate.	
Authorized Signature:	Date:
Printed Name:	Title:

ATTACHMENT G

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: _____

Title: _____

Company Name: _____

Or

CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA REQUIREMENTS

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an 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: _____

Title: _____

Company Name: _____

ATTACHMENT H
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 _____, 2024.

Signed: _____

Printed Name: _____

Company Name: _____

ATTACHMENT I
DBE PARTICPATION FORMS
SCHEDULES A-C

FOR

IFB NO. 2024-FC-09

VA CLINIC BUS PULL IN

Can be downloaded from the CCRTA's website at:

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

ATTACHMENT J

REQUEST FOR INFORMATION

(Please submit this form for each Request for Information)

Page: _____

BIDDER: _____

PROJECT: IFB No. 2024-FC-09

PAGE: _____ PARAGRAPH: _____ SUBJECT: _____

Request:

Signature

FOR CCRTA USE

Approved: _____ Disapproved: _____ Clarification: _____

Response:

Chief Executive Officer/Designee