



**CORPUS CHRISTI REGIONAL
TRANSPORTATION AUTHORITY**

602 N. Staples St.
Corpus Christi, TX 78401

361-289-2712
ccrta.org

**REQUEST FOR PROPOSALS
FOR
GENERATOR FOR BEAR LANE**

RFP NO.: 2024-FC-17

Date Issued: August 22, 2024

Proposals will be received at the offices of the Corpus Christi Regional Transportation Authority, hereinafter called the "CCRTA", at the Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401 or by email at procurement@ccrta.org, until 3:00 p.m. (CST) on Thursday, October 3, 2024, for the supply and installation of a generator at the CCRTA's Bear Lane Operations Facility. Phase I entails providing the generator concrete infrastructure to be completed within 60 calendar days from the Notice to Proceed (NTP). Phase II provides for the delivery and installation of the generator. This is a firm-fixed-price, one-time purchase contract that includes a warranty. Proposal prices shall be valid for one hundred twenty (120) calendar days from the Board approval date.

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

Proposers are encouraged to attend a pre-proposal conference on Thursday, September 5, 2024, at 3:00 p.m. (CST) in the second-floor conference room of the CCRTA's Operations Facility located at 5658 Bear Lane, Corpus Christi, Texas 78405. The purpose of this meeting is to provide an overview of the requirements of the project and to answer any questions Proposers may have concerning this procurement. **A walk-through of the project site will be held immediately following the pre-proposal conference.** Although attendance is not mandatory, Proposers are strongly encouraged to attend.

If you are unable to attend the pre-proposal conference, but would like to remotely participate, please send a request for login information to procurement@ccrta.org by 1:00 p.m. (CST) Thursday, September 5, 2024.

Requests for Information (Attachment I) are due by 3:00 p.m. (CST), Thursday, September 12, 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 **Thursday, September 19, 2024.**

Copies of this Request for Proposals (RFP) 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; however, the CCRTA has determined that **ZERO PERCENT (0%)** DBE participation is required for this contract. It is the policy of the CCRTA to create a level playing field on which DBEs, and SBEs (Small Business Enterprise) can compete fairly for DOT-assisted contracts. Therefore, CCRTA encourages the Prime Contractor to offer, facilitate, and encourage contracting opportunities to the fullest extent possible through outreach and recruitment activities to small, minority, and disadvantaged businesses. For additional information, please contact Laura Yank, DBE Liaison Officer, at (361) 903-3521 or ccrtadbe@ccrta.org.

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

- Request for Proposals,
- Proposal Submission Checklist (Use as a reference),
- Instructions to Proposers,
- General Instructions,
- Special Instructions,
- Wages,
- Standard Supply Agreement Terms and Conditions,
- Standard Service Terms and Conditions, and
- Federal Supplemental Conditions (Construction Contracts).

Attachments and Certifications:

- Price Schedule (Attachment A),
- Certification Form (Attachment B),
- Conflict of Interest Acknowledgement and Certification (Attachment C),
- Acknowledgement of Addendum/Addenda (Attachment D),
- References (Attachment E),
- Proposer Information Sheet (Attachment F), and
- Buy America Certificate (Attachment G)
- Certification of Restrictions on Lobbying (Attachment H), and
- Request for Information Form (Attachment I).

Exhibits:

- Specifications (Exhibit I), and
- Construction Drawings (Exhibit II).

Proposers are to 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 proposal for it to be considered responsive:

For mailed proposal submissions, please submit the following documents:

- Proposal in Response to the RFP. One (1) original and one (1) electronic version in a PDF file supplied on a USB Flash Drive.
- Hard Copies of Attachments and Certifications:
 - Price Schedule (Attachment A). One (1) signed hard copy in a separately sealed envelope, and one (1) electronic version in a PDF file supplied on a USB Flash Drive, and
 - B, C, D, E, F, G, and H.
- Bid Guarantee.

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

- Proposal in Response to the RFP. Attach as a separate, electronic file.
- Attachments and Certifications:
 - Price Schedule (Attachment A). Sign and submit in a PDF file, and
 - B, C, D, E, F, G, and H. Sign and combine these attachments into one electronic file.
- Bid Guarantee. **Must be mailed and received by the CCRTA by 3:00 p.m. (CST), Thursday, October 3, 2024.**

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

Note: Proposer's email submission must be less than 50MB. If your email submission is more than 50MB, submit your proposal via a file storage service such as drop box, hightail, etc. If you choose to submit via a file storage service, send a link to procurement@ccrta.org for the files to be accessed.

Proposers **must** also submit a Bid Guarantee (in the form of a Bid Bond or Certified Check equivalent to 5% of the proposal price).

A Performance Bond and Payment Bond are also required for this Contract. See General Instructions Section 15.0 Bonding for further instructions.

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

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

Proposers are encouraged to utilize the enclosed Proposal Submission Checklist to ensure your proposal package is responsive to the requirements of this RFP.

- Proposal Submission Checklist

PROPOSAL SUBMISSION CHECKLIST

(USE AS A REFERENCE)

Proposal Submission Checklist	Check
Proposals MUST BE submitted in the following format:	
1. Cover Letter	
2. Price Schedule (Attachment A),	
3. Attachments and Certifications (B, C, D, E, F, G, and H),	
3.1 Certification Form (Attachment B),	
3.2 Conflict of Interest Acknowledgement and Certification (Attachment C),	
3.3 Acknowledgement of Addendum/Addenda (Attachment D),	
3.4 References (Attachment E),	
3.5 Proposer Information Sheet (Attachment F),	
3.6 Buy America Certificate (Attachment G), and	
3.7 Certification of Restrictions on Lobbying (Attachment H).	
4. Bid Guarantee	
Proposals MUST include the following:	
If submitting my mail:	
• One Original Proposal (Items 1 -3 listed above)	
• One original and electronic version in a PDF supplied on a USB Flash Drive	
• Price Schedule (Attachment A) – one (1) signed hard copy in a separately sealed envelope, along with one (1) electronic version in a PDF file supplied on a USB Flash Drive	
• Attachments and Certifications B, C, D, E, F, G, and H	
Electronic Submission of Proposal: Submit by email to procurement@ccrta.org.	
• Proposal in Response to the RFP – (Attach as separate, electronic file)	
• Price Schedule (Attachment A) Signed and submitted in a PDF file	
• Attachments and Certifications B, C, D, E, F, G and H (in one file)	
2. Price Schedule (Attachment A)	
Proposer must:	
• List the Proposer’s Name at the top of the page.	
• Sign, Print, Date, and enter Title at the bottom of the page.	
• Submit	
▪ One signed pdf, and	
▪ One electronic file on a USB flash Drive.	
3. Attachments B, C, D, E, F, G, and H	
3.1 Certification Form (Attachment B) – Sign, Print, list Title and Date	
3.2 Conflict of Interest Acknowledgement and Certification (Attachment C)	
- Sign, list Title, Print, and Date	

3.3 Acknowledgement of Addendum/Addenda (Attachment D)	
<ul style="list-style-type: none"> - 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 	
3.4 References (Attachment E) DO NOT Include CCRTA As A Reference	
The Proposer must:	
<ul style="list-style-type: none"> - List 4 similar projects which he/she has completed within the last five years. 	
<ul style="list-style-type: none"> - Provide a list of contracts that the firm currently has in process. 	
3.5 Proposer Information Sheet (Attachment F)	
1. Proposer	
<ul style="list-style-type: none"> - List Company Name, Address, City, State, Zip Code, FEIN/TIN and Unique Identity number - List if the Company is a subsidiary. If yes, name the Holding/Parent Company - List the number of years the Company has been in business. - List the Company's Commodity/NAICS Code and Corresponding Index Entry 	
2. Disadvantaged Business Enterprise (DBE) Certification	
<ul style="list-style-type: none"> - If you are currently certified as a DBE, list the year of initial certification and the name of the agency with whom you are certified. 	
3. Proposer Primary Contact	
<ul style="list-style-type: none"> - List Name, Title, Telephone numbers (office and mobile), and a valid email address 	
4. Authorized Signatory (If different from Primary Contact)	
<ul style="list-style-type: none"> - List Name, Title, Telephone numbers (office and mobile), and a valid email address 	
3.6 Buy America Certificate (Attachment G)	
Date, Sign, Print Name, Company Name, and Title	
3.7 Certification of Restrictions on Lobbying (Attachment H)	
List Name, Title, Company Name, Date, Sign, Print Name, and Company Name	
4.0 Bid Guarantee	

INSTRUCTIONS TO PROPOSERS

1.0 **GENERAL**

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

2.0 **EXPLANATIONS**

Any explanation desired by a Proposer regarding the meaning or interpretation of these Instructions or any other proposal documents must be requested in writing to the CCRTA with sufficient time allowed for a reply to reach Proposers before the submission of their proposals. Oral explanations or instructions will not be binding. Any information given to a prospective Proposer concerning a Request for Proposals will be furnished to all prospective Proposers as an amendment to the request if such information is necessary to Proposers in submitting proposals on the request or if the lack of such information would be prejudicial to uninformed Proposers.

3.0 **SPECIFICATIONS**

3.1 Proposers are expected to examine the specifications, standard provisions, and all instructions. Failure to do so will be at the Proposer's risk. Proposals that are submitted on other than authorized forms or with different terms or provisions may not be considered as responsive proposals.

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 based on this statement.

4.0 **INFORMATION REQUIRED**

4.1 Each Proposer shall furnish the information required by the Request for Proposals. The Proposer shall sign the Price Schedule and the proposal, which collectively shall constitute the Proposer's offer. Erasures or other changes must be initialed by the person signing the documents. Proposals 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 All prices shall be entered on the Price Schedule in ink or be typewritten.

4.3 Only signed, written proposals specifically accepting responsibility for meeting the objectives and requirements specified in the Request for Proposals will be considered. The cover letter must bear the signature of a

person duly authorized to legally commit for the Proposer. All costs of proposal preparation will be borne by the Proposer.

- 4.4 The CCRTA does not have to pay federal excise taxes or state and local sales and use taxes, except for contracts for improvements to real property.
- 4.5 Information submitted in response to this RFP will not be released by the CCRTA during the proposal evaluation process or prior to contract award. Proposers are advised that the CCRTA may be required to release proposal information, other than trade secrets, after contract award.

5.0 **SUBMISSION OF PROPOSALS**

- 5.1 Sealed Proposals must be submitted in an envelope marked on the outside with the Proposer's name and address and proposal description addressed to:

**Corpus Christi Regional Transportation Authority
Staples Street Center
ATTN: Procurement Department
602 N. Staples Street
Corpus Christi, Texas 78401
Proposal For: RFP No. 2024-FC-17 Generator for Bear Lane**

Proposal Due Date: Thursday, October 3, 2024, by 3:00 p.m. (CST)

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

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

- 5.2 **The Price Schedule (Attachment A) must be signed and submitted in a separately sealed envelope, along with the proposal, the required Attachment and Certification forms, and one (1) electronic version in a PDF file supplied on a USB Flash Drive. If submitting electronically, the signed Price Schedule (Attachment A) must be submitted in a separate electronic PDF file from the proposal. Ensure all electronic files are clearly labeled with the corresponding document name and submitted within the same email.**
- 5.3 Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published proposal date and time shown on the Request for Proposals. Proposals received after the published time and date cannot be considered. Any proposals which are mislabeled or do not indicate the Proposer's name or address as required

above may be opened by the CCRTA solely for the purpose of identifying the Proposer for return of the proposal.

5.4 Schedule

Proposals shall be governed by the following tentative schedule:

- **Thursday, August 22, 2024 – RFP Issued**
Proposal documents are available at the CCRTA Website: www.ccrta.org/news-opportunities/business-with-us/.
- **Thursday, September 5, 2024 – Pre-Proposal Conference** will be held at 3:00 p.m. (CST) in the second-floor conference room at the CCRTA's Bear Lane Operations Facility located at 5658 Bear Lane, Corpus Christi, Texas 78405. **A walk-through of the project site will be held immediately following the pre-proposal conference.** To remotely attend, please send a request for login information to procurement@ccrta.org by 1:00 p.m. (CST) on this day.
- **Thursday, September 12, 2024 – Requests for Information Due**
Written Requests for Information (Attachment I) are due by 3:00 p.m. (CST). Please submit **one** form for **each** Request for Information. Request for Information must be emailed to procurement@ccrta.org.
- **Thursday, September 19, 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/.
- **Thursday, October 3, 2024 – Proposals Due**
Written proposals are due no later than 3:00 p.m. (CST). All proposals 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.
- **Thursday, October 3, 2024 – Proposal Closing**
The Proposal Closing will be held at 3:30 p.m. (CST) on Thursday, October 3, 2024, in the CCRTA's Boardroom located on the second floor of the Staples Street Center at 602 N. Staples St., Corpus Christi, Texas 78401. To attend the Proposal Closing remotely, please submit a login request to procurement@ccrta.org by 1:00 p.m. (CST) on this day.
- **Best and Final Offer – TBD**
The CCRTA will evaluate each proposal for completeness and responsiveness to its needs and may request Best and Final Offers from any or all proposing firms.

- **Wednesday, November 6, 2024 - Tentative Contract Award**
The CCRTA's Board of Directors will meet to award a contract to the successful Proposer.

6.0 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by written or email notice received by the CCRTA prior to the exact hour and date specified for receipt of proposals. A proposal may also be withdrawn in person by a Proposer or an authorized representative prior to the proposal deadline provided the Proposer's identity is made known and he or she signs a receipt for the proposal.

7.0 PROPOSALS CLOSING

Only the names of Proposing Firms that submitted proposals will be announced by the CCRTA at the proposal closing. Price Schedule will not be opened. Information submitted in response to the Request for Proposals shall not be released by the CCRTA during the proposal evaluation process or prior to Contract award. Proposers are advised that the CCRTA may be required to release proposal information, other than trade secrets, after Contract award.

Proposers are welcome to attend the Proposal Closing scheduled for Thursday, October 3, 2024, at 3:30 p.m. (CST) in the CCRTA's Boardroom located on the second floor of the Staples Street Center at 602 N. Staples Street, Corpus Christi, Texas 78401. To attend the Proposal Closing remotely, please submit a login request to procurement@ccrta.org by 1:00 p.m. (CST) on this day.

8.0 EVALUATION FACTORS

8.1 The CCRTA will award contracts based upon the criteria set forth in the Request for Proposals. Contracts may be awarded on a lump sum basis or on a unit price basis, provided that in the event a contract specifies a unit price basis, the compensation paid by the CCRTA shall be based upon the actual quantities supplied.

8.2 Pre-award inspection of the Proposer's facility may be made prior to the award of the Contract. Proposals will be considered only from firms that are regularly engaged and licensed in the business of providing the goods and/or services described in the Request for Proposals for a reasonable period; and have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry as determined by the CCRTA. In making the award, the CCRTA may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Proposer, including past

performance (experience) with the CCRTA and other similar customers. A record of nonperformance or poor performance may disqualify a Proposer from the award.

9.0 ELIGIBILITY FOR AWARD

- 9.1** For a Proposer to be eligible for award of the Contract, the proposal must be responsive to the Request for Proposals, and the CCRTA must be able to determine that the Proposer is responsible for performing the Contract satisfactorily.
- 9.2** Responsive proposal are those comply with all material aspects of the Request for Proposals. Proposals which do not comply with all the terms and conditions of the Request for Proposals will be rejected as non-responsive.
- 9.3** Responsible Proposers at a minimum must:
- 9.3.1** Have adequate financial resources or the ability to obtain such resources as required during the performance of the Contract.
 - 9.3.2** Have a satisfactory record of past performance.
 - 9.3.3** Have necessary management and technical capability to perform.
 - 9.3.4** Be qualified as an established firm regularly engaged in the type of business to perform the Contract required by this Request for Proposals.
 - 9.3.5** Be otherwise qualified and eligible to receive an award under applicable federal, state, county, or municipal laws and regulations.
- 9.4** A Proposer may be requested to submit written evidence verifying that it meets the minimum criteria necessary to be determined a responsible Proposer. Refusal to provide requested information shall result in the Proposer being declared not responsible, and the proposal shall be rejected.

10.0 RESERVATION OF RIGHTS

The CCRTA expressly reserves the right to:

- 10.1** Reject or cancel any and all proposals
- 10.2** Waive any defect, irregularity or informality in any proposal or proposal procedure.
- 10.3** Waive as an informality, minor deviations from specifications at a lower

price than other proposals 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 proposal due date.
- 10.5** Reissue a Request for Proposals.
- 10.6** Procure any item or services by other means.
- 10.7** The CCRTA reserves the right to retain all proposals submitted. The selection or rejection of a proposal does not affect this right.
- 10.8** The CCRTA reserves the right to negotiate a Contract with the Proposer having the best evaluation as determined by the CCRTA. No award will be made automatically based upon the lowest price or based solely on the proposal submitted. The CCRTA additionally reserves the right to suspend negotiations with the first Proposer should it not progress in a manner satisfactory to the CCRTA and commence negotiations with the next best rated Proposer.

11.0 ACCEPTANCE

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

12.0 PROPOSAL PROTESTS

If a Proposer desires to protest any proposal procedure, the Proposer 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 Request for Proposals, and contain a statement of the grounds for protest and any supporting documentation. For federally assisted contracts, certain additional protest procedures apply and may be found in the Supplemental Conditions contained within the Request for Proposals.

13.0 EQUAL OPPORTUNITY

Proposers are expected to comply with all applicable federal, state, and local laws concerning Equal Opportunity in employment and in the provision of goods and services by the Proposer.

14.0 SINGLE PROPOSAL

- 14.1** In the event a single proposal is received, the CCRTA will, at its option, either conduct a price and/or cost analysis of the proposal and make the award by negotiation or reject the proposal and revise the Request for Proposals. A price analysis is the process of examining the proposal 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. Where a difference exists, a detailed analysis must be made of this difference and the costs attached thereto.
- 14.2** Where it is impossible to obtain a valid price analysis, it may be necessary for the CCRTA to conduct a cost analysis of the proposal price. Cost analysis is the review and evaluation of a Proposer's cost or pricing data and of the factors applied in projecting from such data the estimated costs of performing the contract, assuming reasonable economy and efficiency.
- 14.3** The price and/or cost analysis shall be made by personnel of the CCRTA's selection. The CCRTA's discretion exercised as to its options in this regard shall be final.

15.0 SALES TAX EXEMPTION FOR CONSTRUCTION PROJECTS

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

16.0 PREVAILING WAGE RATES FOR CONSTRUCTION PROJECTS

- 16.1** Contracts for improvements to real property awarded to 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 of worker or mechanic needed to execute the work under the contract documents, and the prevailing wage rates are enclosed in this RFP.
- 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. The 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 upon notification of recommendation for award.)

Proposers must comply with Government Code Section 2252.908 and submit Form 1295 “Certificate of Interested Parties” upon notification that Proposer 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 CCRTA BOARD OF DIRECTORS

Proposers are advised not to contact any CCRTA Board of Directors directly in any manner during this proposal 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 RFP must be made through the Procurement Department.

GENERAL INSTRUCTIONS

1.0 DESCRIPTION OF PROJECT

- 1.1 The CCRTA is seeking proposals for the procurement and installation of a new 300 kW natural gas generator, to replace an existing generator that has reached its useful life.

The Contractor shall make all electrical connections for the automatic transfer to generated power to the building in the event of a power outage. The Contractor will provide copies of all technical drawings and schematics. Additionally, the Contractor will make all site preparations for the generator including all excavation, and concrete work. The Contractor is responsible for and will provide copies of all permitting and inspections. The Contractor will provide all manuals and related paperwork for the generator and transfer switch. The Contractor will provide training in the operation and maintenance of all installed equipment.

- 1.2 The Contractor will provide all necessary labor, materials, equipment, and supervision as required. These specifications are written to explain what to do not how to do it.

2.0 CONSTRUCTION MANAGER

Whenever the word “**Project Manager**” is used in this RFP it is understood as referring to the CCRTA’s authorized representative – Sharon Montez, Managing Director of Capital Projects and Customer Services. The **Project Liaison** is Jason Lopez, Capital Projects Manager.

3.0 TIME OF COMPLETION AND FAILURE TO COMPLETE IN TIME

The term of the contract will be to complete the construction work within 60 calendar days after receipt of a Notice to Proceed. The overall project timeline will be determined after the proposer, submits the delivery timeframe for the generator. The contractor will have 30 days, after the delivery of the generator to complete the project. Liquidated damages will be charged for work that exceeds the time frame.

The Proposer must include the delivery time for the generator in calendar days on the Price Schedule (Attachment A).

- 3.1 The Contractor shall commence work within ten (10) calendar days after receipt of the written Notice to Proceed from the CCRTA.

3.2 Liquidated Damages

For each calendar day that any work remains incomplete after the time

specified in the Contract for completion of the work, or after such time period as extended pursuant to other provisions of this Contract, a sum of **One Hundred Dollars (\$100.00) per calendar day** will be assessed against the Contractor as reasonable liquidated damages until the project reaches substantial completion and **Fifty Dollars (\$50.00)** until the project reaches final completion. 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 Contractor 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 Contractor 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 shall comply with all permit conditions and lawful instructions and requirements of the federal and state agencies having jurisdiction in the areas involved. Such permit conditions and lawful instructions addressed to the CCRTA that relate to the construction work included in the Contract shall be complied with.
- 4.3** The Contractor shall be responsible for obtaining all permits required. The cost for such permits, if any, shall be borne by the Contractor. The Contractor shall also call upon the proper authorities for compliance inspections and assume the fees for same.

5.0 HEADINGS FOR CONVENIENCE

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 shall 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.

7.0 ACCIDENT PREVENTION

7.1 The Contractor must comply with all of 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 assure the safety of individuals working on or visiting the site.

7.2 The CCRTA calls the Contractor's attention to the necessity for his/her proper storage, use, and disposal of all materials; proper use and storage of tools and devices; and proper control of construction procedures to assure the health and safety of workmen and of others having access to the job site. It is the 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 Poison Control Center 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 Engineer and has authority to act for the Contractor.

8.2 The Contractor shall watch over the concrete until the concrete has cured enough so that no graffiti or damage can occur to the surface of the concrete. The Engineer will not accept any concrete which has been damaged due to 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 must 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 CONTRACTOR DIRECTIVES

11.1 Contractors shall 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.

11.2 Contractors 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 CCRTA's Project Manager.

11.3 Contractors must provide Applications for Payment with quantitative breakdown of work. This will be field verified with CCRTA's Project Engineer for approval. Once approved by the Engineer it must be submitted to AccountsPayable@ccrta.org as a mandatory requirement for payment.

11.4 All workmanship under this Contract shall be of the highest quality, performed by skilled workers, and in full compliance with the current approved standards as prescribed by the manufacturer for each phase of the work. Articles, materials, and equipment to be incorporated must be new and unused. No careless or slovenly work will be accepted.

11.5 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:

Corpus Christi Regional Transportation Authority (Project Manager)	361-289-2712
City of Corpus Christ (Development Services)	361-826-3240
Texas Department of Transportation	361-808-2660
Texas One Call	811

12.0 CONTRACTOR RESPONSIBILITIES

- 12.1** Careful staging of the construction must be planned by the Contractor to ensure the safety of everyone.
- 12.2** 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.
- 12.3** The Contractor is responsible for ensuring the safety of the pedestrians and all vehicular traffic from construction-related activities during the course of this project. The Contractor must provide orange fencing when necessary and warning cones.
- 12.4** 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.
- 12.5** 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.
- 12.6** 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.
- 12.7** 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.
- 12.8** ELECTRICAL: All electricity 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.

- 12.9** 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.
- 12.10** 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 and City of Corpus Christi, all property both public and private that has been damaged during the execution of the work.
- 12.11** Unwanted material will become the property of the Contractor who shall remove it from the site within twenty-four (24) hours. The cost of hauling will be considered a component to the proposal items of this Contract; and therefore, no separate or direct payment will be made.

13.0 BONDING

- 13.1** A **bid guarantee** is required from each Proposer equivalent to **five percent (5%)** of the proposal price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a proposal as assurance that the Proposer will, upon acceptance of its proposal, execute such contractual documents as may be required within the time specified.
- 13.2** 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.
- 13.3** 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.
- 13.4** All of the above-mentioned bonds must 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 must affix to the bond an original or certified current copy of his or her power of attorney, indicating the monetary limit of such power.

14.0 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.

15.0 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 Engineer in order to be reimbursed. The Contractor will only be paid for actual expenses incurred. A final change order will be issued at the completion of the project to adjust this item and the Contract to the actual cost.

16.0. UNIT PRICES

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

SPECIAL INSTRUCTIONS

1.0 GENERAL

1.1 Introduction

The Corpus Christi Regional Transportation Authority, hereinafter referred to as the “CCRTA”, is seeking proposals from qualified and experienced firms interested in a supply and construction contract for a new Kohler 300Kw natural gas generator or approved equal for the CCRTA’s Bear Lane Operations Facility. The project consists of the installation of the electrical infrastructure, automatic transfer switch, construction of a new concrete pad for the new generator placement, and the installation of a new industrial (commercial grade) 300Kw generator, with an automatic transfer switch, electrical panel, enclosure wall, along with commissioning and training for the generator, from qualified personnel.

The new generator will be installed at CCRTA’s Operations Facility located at 5658 Bear Lane, Corpus Christi, Texas 78405. The backup generator must be capable of providing power for an extended period of time during a power outage to the Operations Facility. A natural gas line has been installed for use with this generator.

1.2 Eligibility for Award

In order to be eligible for a Contract award, Proposers must be responsive and responsible.

1.2.1 Responsive proposals are those complying in all material aspects of the solicitation, both as to the method and timeliness of submission, and as to the substance of the resulting Contract. Proposals that do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.

1.2.2 Responsible Proposers are those prospective Contractors who, at a minimum, must:

- Have the necessary technical capability to perform.
- Are able to comply with the required or proposed delivery or performance schedule taking in consideration all existing business commitments.
- Have a satisfactory record of past performance.
- Are qualified providers of the services/equipment being offered.

2.0 PROPOSAL REQUIREMENTS

Proposers, which have relevant experience, are invited to complete and submit proposals. To enhance comparability, proposal elements must be addressed in the informational sequence noted below:

- Cover Letter,
- Organizational Capabilities and Qualifications
- Prior Performance on Similar Projects, Background, Experience, and References
- Technical Capacity and Project Approach
- Cost Proposal

Proposals must be submitted in the following format: letter sized, 8.5” x 11” pages, in 12-point font, and double spaced. Proposals must not exceed 25 pages, excluding the cover letter and tab dividers. It is recommended that Proposers keep their narratives and presentations concise and refrain from including overly elaborate or promotional materials. Information should be presented in the specified order.

All proposals must be submitted before the deadline in the solicitation and addressed with the information as noted in the “Instructions to Proposers” Section 5.0.

The proposal contents shall include the following:

2.1 Proposal Contents and Format

The contents of the proposal shall include the following:

2.1.1 Cover Letter

The cover letter shall summarize key points in the proposal, include appropriate introductory and contact information with the name of the firm’s principal liaison, and bear the signature of a person duly authorized to legally commit the firm.

2.1.2 Organizational Capabilities and Qualifications

The Proposer must provide an organizational structure of the company and include any key personnel that will be working directly with the CCRTA. This must include sufficient information indicating experience as well as any other information relative to the performance of this contract. The extent, depth and quality of the individual’s relevant work experience will be evaluated as well as the quality and applicability of the individual’s education, and technical expertise as they relate to the proposal. The Proposer must demonstrate the ability and have the staff to provide the services

outlined in Section 1.0 Description of Project in the General Instruction of this RFP.

2.1.3 Prior Performance on Similar Projects, Background, Experience, and References

The Proposer must submit at least three (3) examples of similar projects that the Proposer has undertaken (indicating current status of the project) within the last three (3) years in addition to the required References (Attachment E). For each reference cited as related experience, furnish the name, title, address, and telephone number of the person(s) at the organization who is most knowledgeable about the work performed. Any situation in which claims for damages have or are being made against the Proposer, a contract has been canceled, or a claim has been made on a surety bond, must be clearly explained. The CCRTA is seeking the ability of the Proposer to demonstrate a history of providing high quality customer service, as quality is a vital review component. This factor identifies and reviews relevant present and past performance, and then makes an overall assessment of the CCRTA's confidence that the Proposer will successfully perform the effort described in the RFP. In evaluating past performance, the CCRTA will consider the Proposer's past performance record with regard to quality, timeliness and performance results.

2.1.4 Technical Capacity and Project Approach

This criterion considers the Proposer's compliance with and methodology for providing the minimum required Description of Services being proposed, to include how these services will be provided, and the Proposer's ability to meet the needs of the CCRTA for the desired services. In addition, this category will also consider the Proposer's ability to meet or exceed the Scope of Work requirements, objectives provided and relevant construction and delivery schedules and milestones.

2.1.5 Price Schedule (Attachment A)

Price Schedule (Attachment A) **(submitted in a separately sealed envelope).**

2.1.6 Attachments and Certification Forms (Attachments B, C, D, E, F, G, and H).

3.0 PROPOSAL EVALUATION

The CCRTA will review all proposals for completeness. Those proposals furnished complete with all required documentation will be evaluated. Those proposals found

incomplete or failing to address the needs of the CCRTA, as stated herein, will not be evaluated.

An evaluation committee will privately evaluate all responsive proposals based upon the evaluation criteria, and their respective weighted importance, specified in Section 3.1, "Evaluation Criteria". This allows the CCRTA to analyze proposals on an equal basis and affords all Proposers the opportunity to know the basis upon which their proposals will be evaluated.

An award, if any, will be made to the Proposer whose proposal or Best and Final Offer (BAFO) (where applicable) is deemed most advantageous to, and in the best interest of the CCRTA and the public; cost and other factors considered, after evaluation in accordance with the evaluation criteria.

3.1 Evaluation Criteria

Section	Evaluation Criteria
1	Organizational Capabilities and Qualifications
2	Prior Performance on Similar Projects/Background/Experience/References
3	Technical Capacity/Project Approach
5	Cost
Total	

The CCRTA will first evaluate the proposals on all factors other than cost. After a preliminary evaluation, the Price Schedule (Attachment A) will be opened and included in the evaluation process.

The CCRTA may select a Proposer for the project after this review if the CCRTA feels it is in the CCRTA's best interest.

3.2 Shortlisted Proposers

The CCRTA reserves the right to determine a shortlist of proposers in the competitive range in accordance with the evaluation criteria set forth above in Section 3.1 "Evaluation Criteria".

3.3 Best and Final Offer (BAFO)

After determination of the Shortlisted Proposers, the CCRTA shall determine whether acceptance of the most favorable initial proposal(s) without Proposer discussion is appropriate, or whether discussions and/or negotiations should be conducted with one or more Shortlisted Proposers.

The CCRTA reserves the right to make minor related changes to the RFP during BAFO negotiations. All Shortlisted Proposers shall be notified of any changes to prepare their BAFO.

If the CCRTA elects to enter discussions with one or more Proposers, the Proposer(s) may be requested to submit a BAFO at the conclusion of discussions and/or negotiations. Any changes to the Proposer's initial proposal, including any issues addressed in discussions, must be submitted in writing in a BAFO to be considered. If the Proposer fails to submit a BAFO at the conclusion of discussions and/or negotiations, the CCRTA will consider the original submitted Price Schedule as its BAFO.

Following an independent and final evaluation utilizing the evaluation criteria in Section 3.1, the evaluation committee will make a recommendation for the award of a contract. Scores from the first phase of the evaluation have no bearing on the final BAFO evaluation, and the recommendation for award will be based solely on the scores from the BAFO evaluation.

3.4 Release of Information

The CCRTA will release information submitted in response to this RFP during the proposal evaluation process or prior to the contract award. Proposers are advised that the CCRTA may be required to release proposal information, other than trade secrets, after contract award.

**THE
SPECIFICATIONS (EXHIBIT I), and
CONSTRUCTION DRAWINGS (EXHIBIT II)
FOR
RFP NO. 2024-FC-17
GENERATOR FOR BEAR LANE**

Can be downloaded from the CCRTA's website at:

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

WAGE RATES

WAGE RATES

General Decision Number: TX20240288 01/05/2024

Superseded General Decision Number: TX20230288

State: Texas

Construction Type: Building

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

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(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, 2015, and January 29, 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 protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number: 0

Publication Date 01/05/2024

BOIL0074-003 07/01/2023

	Rates	Fringes
BOILERMAKER.....	\$ 37.00	24.64

ELEC0278-002 08/27/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 29.50	8.94

 ENGI0178-005 06/01/2020

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

 IRON0084-011 06/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 27.51	8.13

 SUTX2014-068 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 20.04	0.00
CARPENTER.....	\$ 15.21 **	0.00
CEMENT MASON/CONCRETE FINISHER...\$ 15.33 **		0.00
INSULATOR - MECHANICAL		
(Duct, Pipe & Mechanical System Insulation)	\$ 19.77	7.13
IRONWORKER, REINFORCING.....	\$ 12.27 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.16	5.26
LABORER: Common or General.....	\$ 9.68 **	0.00
LABORER: Mason Tender - Brick.....	\$ 11.36 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.58 **	0.00
LABORER: Pipelayer.....	\$ 12.49 **	2.13
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00

OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.25 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 16.22 **	0.34
OPERATOR: Forklift.....	\$ 14.83 **	0.00
OPERATOR: Grader/Blade.....	\$ 13.37 **	0.00
OPERATOR: Loader.....	\$ 13.55 **	0.94
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03 **	0.00
OPERATOR: Roller.....	\$ 12.70 **	0.00
PAINTER (Brush, Roller, and Spray)	\$ 14.45 **	0.00
PIPEFITTER.....	\$ 25.80	8.55
PLUMBER.....	\$ 25.64	8.16
ROOFER.....	\$ 13.75 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	\$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 21.13	6.53
TILE FINISHER.....	\$ 11.22 **	0.00
TILE SETTER.....	\$ 14.74 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information.

Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (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 the National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

END OF GENERAL DECISION

STANDARD SUPPLY AGREEMENT TERMS AND CONDITIONS

1. **TERM.**

The term of this Supply Agreement shall be for the period specified in the Request for Proposals, with the option to extend for one or more additional periods as specified in the Request for Proposals, subject to the approval of the CCRTA.

2. **DESCRIPTION – SALE OF GOODS.**

The Contractor shall transfer and deliver to the CCRTA and the CCRTA shall pay for and accept all the CCRTA's requirements during the referenced term of the Agreement for all the items listed and described in the Proposal documents. Quantities shown are merely estimates and do not obligate the CCRTA to order or accept more than the CCRTA's actual requirements during the period of this Agreement, nor do the estimates limit the CCRTA from ordering less than its actual needs during the period of this Agreement, subject to availability of appropriated funds.

3. **CONTRACTOR TO PACKAGE GOODS.**

The Contractor shall package all goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) the Contractor's name and address; (b) CCRTA's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. The Contractor shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with the requirements of common carriers and any applicable specifications. The CCRTA's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **NO SHIPMENTS UNDER RESERVATION.**

The Contractor is not authorized to ship the goods under reservation and no tender of a bill of lading shall operate as a tender of goods.

5. **TITLE AND RISK OF LOSS.**

The title and risk of loss of the goods shall not pass to the CCRTA until it receives and takes possession of the goods at the point or points of delivery. The terms of this Agreement are "no arrival, no sale."

6. PURCHASE OR RELEASE ORDER.

The CCRTA shall exercise its right to specify time, place, and quantity to be delivered in the following manner: Any of the CCRTA's separate departments or divisions may send to the Contractor a purchase or release order signed by an authorized agent of the department or division. The order shall refer to this Supply Agreement and shall specify item, quantity, delivery date, shipping instructions and receiving address of the ordering department or division. The CCRTA shall have the right to inspect the goods at delivery prior to acceptance.

7. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH.

Each installment or lot of goods delivered under this Agreement is dependent on every other installment or lot, and a delivery of non-conforming goods or a default of any nature on one installment or lot will impair the value of the whole Agreement and shall constitute a breach of the Agreement as a whole.

8. NO REPLACING DEFECTIVE TENDER.

Every tender or delivery of goods must fully comply with all provisions of this Agreement as to time of delivery, quality, fitness or use and the like. If a tender is made which does not fully conform, such failure shall constitute a breach of the Agreement, and the Contractor shall not have the right to substitute a conforming tender; provided, however, that if the time for performance is not yet expired, the Contractor may reasonably notify the CCRTA of its intention to cure and may then make a conforming tender within the required time.

9. WARRANTY - PRICE.

The price to be paid by the CCRTA shall be that price contained in the Contractor's Price Schedule which the Contractor warrants to be no higher than the Contractor's current prices on orders by others for products of the kind and specification covered by this Agreement for similar quantities under similar conditions and methods of purchase. In the event the Contractor breaches this warranty, the prices of the items shall be reduced to the Contractor's current prices on orders by others, or in the alternative, the CCRTA may cancel this Agreement without liability to the Contractor for breach for the Contractor's actual expenses. If the stated price includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling or equipment and any process sheets related thereto shall become the property of the CCRTA.

10. WARRANTY - PRODUCT.

The Contractor shall not limit or exclude any implied warranties and any attempt to do so shall render this Agreement voidable at the option of the CCRTA. The Contractor warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the proposal documents, and to the sample(s)

furnished by the Contractor, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern. The goods furnished shall be new and of good and merchantable quality in workmanship and materials.

11. WARRANTY - SAFETY.

The Contractor warrants that the product sold to the CCRTA shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, the CCRTA may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within a reasonable time, correction may be made by the CCRTA at the Contractor's expense.

12. WARRANTY - INFRINGEMENTS.

The Contractor agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement or the like. If the Contractor is of the opinion that an infringement or the like will result, it shall notify the CCRTA to this effect in writing within two weeks after signing of this Agreement. If the CCRTA does not receive notice and is subsequently held liable for the infringement or the like, the Contractor shall indemnify the CCRTA for any damages due to such claim. If the Contractor in good faith ascertains that delivery of the goods in accordance with the specifications will result in infringement or the like, this Agreement shall be null and void except that the CCRTA shall pay the Contractor for the reasonable cost of its search as to infringements.

13. SUBSTITUTE SUPPLIERS.

If the Contractor fails to supply the goods to the CCRTA in the amounts requested or fails to furnish replacement goods for any defective merchandise submitted to the CCRTA within five (5) business days from the date of notice, the CCRTA shall have the right to purchase from any substitute source the amount of the goods due from the Contractor. The CCRTA shall have the right to recover from the Contractor as damages any amount by which the cost of such substituted goods exceeds the contract price which would have been applicable, together with the cost of any incidental expenses reasonably incurred by the CCRTA in making such substituted purchase and the amount of any consequential damages allowable by law. The CCRTA reserves the right to offset such amounts against the price due for any goods subsequently supplied by the Contractor or any other obligations owed to Contractor.

14. ASSIGNMENT - DELEGATION.

No right or interest in this Agreement shall be assigned or any obligation delegated by Contractor without the written permission of the CCRTA.

15. MODIFICATIONS - WAIVER.

This Agreement can be modified or rescinded only by a writing signed by both of the parties. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

16. APPLICABLE LAW.

This Agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas and in force on the date of this Agreement.

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 Engineer or as otherwise specified in the contract documents. Once the Engineer reviews and approves the invoices, the invoices must be sent to Corpus Christi RTA, Attn: Accounts Payable, 602 N. Staples Street, Corpus Christi, Texas 78401 or electronically submitted by email to AccountsPayable@ccrta.org. 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 and are to be used only for the comparison of proposal and the award of this Contract, 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, regardless of the amount of such variance, the Contractor agrees it shall not be the basis for deviating from the quoted unit prices. Furthermore, the Contractor agrees to honor quoted unit prices for the duration of this Contract.

5. LIABILITY INSURANCE COVERAGE.

The Contractor shall 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 Contractor to perform the services specified). Automobile liability insurance with a combined single limit of \$1,000,000.

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

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

6. WORKERS' COMPENSATION.

The Contractor shall 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 the 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 its employees' providing services on the project, for the duration of the project;
 - 6.9.2. provide to the 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 the 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 the 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.
 - 6.9.8. By signing this Contract or providing a certificate of coverage, the Contractor is representing to the CCRTA that all employees of the 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 the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 6.10. The 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.

The 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 the Contractor or its officers, employees, or agents, during the term of this Contract. The 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, the Contractor shall be an independent contractor to the CCRTA, and the Contractor shall not in any event be deemed an employee or other representative of the CCRTA. Any persons employed by the Contractor shall always hereunder be deemed to be the employees of the Contractor, and the Contractor shall be solely liable for the payment of all wages

and other benefits made available to such employees in connection with their employ. The 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.

The Contractor shall not assign or subcontract any of its rights, duties, or obligations under this Contract without prior written consent of the CCRTA. The 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 the Contractor to the CCRTA.

10. MODIFICATIONS AND CHANGE ORDERS.

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 the Contractor breaches any of the terms hereof or if the 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.

The 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 the Contractor, or any agent or representative of the 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.

The 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.

The Contractor shall be advised of any complaints filed with the CCRTA alleging that the 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 or Agreement for which the services have not yet been performed, and for which purchase orders or authorities to deliver have not been issued. However, the Contractor is specifically advised that no equal opportunity employment complaint will be the basis for denial of payment for any services already completed or for termination of this Agreement for which a purchase order or authority to deliver has been issued.

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. The 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 RFP, liquidated damages have been included as part of the Instructions to Proposers. 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 to the Contractor.

**FEDERAL SUPPLEMENTAL CONDITIONS
TABLE OF CONTENTS
(CONSTRUCTION)**

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

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 apply to this Contract:

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

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

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

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

4. Changes to Federal Requirements

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

5. Termination

(1) Termination for Convenience (General Provision) - The CCRTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the CCRTA's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the CCRTA to be paid by the Contractor. If the Contractor has any property in its possession belonging to the CCRTA, the Contractor will account for same, and

dispose of it in the manner the CCRTA directs.

(2) Termination for Default [Breach or Cause] (General Provision) - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, and the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the CCRTA may terminate this contract for default. Termination shall be affected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

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

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

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

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

(6) Termination for Default (Supplies and Service) - If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or, if the Contractor fails to comply with any other provisions of this

contract, the CCRTA may terminate this contract for default. The CCRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

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

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

(8) Termination for Default (Construction) - If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract, or any extension, or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the CCRTA may terminate this contract for default. The CCRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. In this event, the CCRTA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the CCRTA resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the CCRTA in completing the work.

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

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

Examples of such causes include acts of God, acts of the CCRTA, acts of another contractor in the performance of a contract with the CCRTA, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within 10 days from the beginning of any delay, notifies the CCRTA in writing of the causes of delay. If, in the judgement of CCRTA, the delay is excusable, the time for completing the work shall be extended. The judgment of the CCRTA shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

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

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

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

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

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

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

work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the CCRTA and the parties shall negotiate the termination settlement to be paid to the Contractor.

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

If, after serving a notice of termination for default, the CCRTA determines that the Contractor has an excusable reason for not performing, the CCRTA, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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

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

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

Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

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

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

promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

7. Disadvantaged Business Enterprises (DBEs)

Contracts involving subcontractors (exclusive of transit vehicle purchases)

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

(1) The CCRTA agrees and assures that it will comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(2) The CCRTA agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any third-party contract, or sub-agreement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and will comply with the requirements of 49 C.F.R. Part 26. The CCRTA agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third-party contracts and sub-agreements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26 and approved by U.S. DOT, the CCRTA's DBE program, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative

Agreement for the Project. The CCRTA agrees that implementation of this DBE program is a legal obligation, and that failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and the Master Agreement. Upon notification by U.S. DOT to the CCRTA of its failure to implement its approved DBE program, U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

8. Incorporation of FTA Terms

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

9. Debarment and Suspension

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the CCRTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the CCRTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Buy America

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

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

U.S.C. 1352. Such disclosures are forwarded from tier-to-tier up to the CCRTA.

13. Clean Air

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

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

14. Clean Water

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

15. Cargo Preference

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

16. Fly America

The Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as

defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

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

1) Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act, (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any Contractual relationship which may be alleged to exist between Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Section 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classification and wage rates conformed under paragraph (1)(ii) of this section and the Davis-Bacon Poster (WH-1321), shall be posted at all times by Contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe

benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

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

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

3) Payrolls and Basic Records –

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

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

Office, Washington, D.C. 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all sub-contractors.

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

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than the permissible deductions as set forth in Regulations 29 C.F.R. Part 3;

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

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

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

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

4) Apprentices and Trainees –

(i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized

by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to Contractor as to the entire workforce under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in Contractor's or sub-contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a state apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees – Except as provided in 29 CFR Section 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage

determination, which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

- 5) Compliance with Copeland Act Requirements – The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- 6) Sub-Contracts – The Contractor or Sub-Contractor shall insert in any sub-contracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may be appropriate instructions require, and also a clause requiring the sub-contractors to include these clauses in any lower tier sub-contracts. The Prime Contractor shall be responsible for the compliance by any 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 sub-contractor shall insert in any sub-contracts the clauses set forth in this section and also a clause requiring the sub-contractors to include these clauses in any lower tier sub-contracts. The Prime Contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in this section.

19. Bond Requirements

1) Bid Guarantee

Proposers 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 a guaranty shall be equal to **5%** of the total proposal price.

If the Proposer withdraws any part of their proposal within 120 days from the Board approval date without CCRTA's consent, or is unable to fulfill the contract's requirements, provide the required Performance and Payment Bonds, or furnish adequate insurance, it will forfeit its bid guaranty.

It is further understood and agreed that to the extent the defaulting Proposer's bid guaranty shall prove inadequate to fully recompense the CCRTA for the damages occasioned by default, then the undersigned Proposer agrees to indemnify the CCRTA and pay over to the CCRTA the difference between the bid guarantee and the CCRTA's total damages so as to make the 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 proposal 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 Contract. The successful Proposer shall certify that it will provide the requisite Performance Guarantee to the CCRTA within ten (10) business days from Contract execution. The CCRTA requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the CCRTA and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. CCRTA may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The CCRTA may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Proposer chooses to provide a Letter of Credit as its Performance Guarantee, the Proposer shall furnish its proposal, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Proposer become the successful Contractor. The Proposer 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 Proposer. 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 Contractor;
- (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.

REQUIRED ATTACHMENTS AND CERTIFICATION FORMS

Do **NOT** Alter Any Forms.

Doing so will deem your proposal non-responsive.

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

- 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),
- Proposer Information Sheet (Attachment F),
- Buy America Certificate (Attachment G), and
- Certification of Restrictions on Lobbying (Attachment H).

PRICE SCHEDULE (ATTACHMENT A)

FOR

RFP NO. 2024-FC-17

GENERATOR FOR BEAR LANE

Can be downloaded from the CCRTA's website at:

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

Instructions:

- Enter your firm's name.
- Enter the Unit Prices for items 1 through 5. **NO ITEMS MAY REMAIN BLANK.**
- Line item 6 is the Betterment Fund Allowance. It will automatically be calculated into the Total Base Price.
- All Total Price and Total Base Price fields are locked and will automatically populate.
- Insert the number of calendar days for the delivery of the generator.
- Sign, print name, title and date.

ATTACHMENT B
CERTIFICATION FORM

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

- (1) **Proposal Validity Certification:** If this offer is accepted within one hundred twenty (120) calendar days from the due date, to furnish any or all services upon which prices are offered at the designated point within the time specified;
- (2) **Non-Collusion Certification:** Has made this proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to this Request for Proposals with any other FIRM or with any other competitor,
- (3) **Affirmative Action/DBE Certification:** Is in compliance with the Common Grant Rules affirmative action and Department of Transportation's Disadvantaged Business Enterprise requirements.
- (4) **Conflict of Interest Acknowledgement and Certification: See Attachment C.**
- (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 Proposer must supply a list of four (4) similar projects which your company has completed within the last five (5) years that satisfactorily met the client's specifications (**exclude the CCRTA as a reference**).

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

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

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

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

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

ATTACHMENT F

PROPOSER INFORMATION SHEET

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

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

Date: _____

Authorized Signature: _____

Print Name: _____

Company Name: _____

Title: _____

Or

CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA REQUIREMENTS

The proposer or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exemption to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR §661.7

Date: _____

Authorized Signature: _____

Print Name: _____

Company: _____

Title: _____

APPENDIX H
CERTIFICATION
OF
RESTRICTIONS ON LOBBYING
(Required for contracts over \$100,000.)

I, _____, _____, hereby certify on behalf of the
(Name) (Title)
_____, 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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

REQUEST FOR INFORMATION

(Please submit **one** form for **each** Request for Information)

Page: _____

PROPOSER: _____

PROJECT: RFP No. 2024-FC-17

PAGE: _____ PARAGRAPH: _____ SUBJECT: _____

Request:

Signature

FOR CCRTA USE

Approved: _____ Disapproved: _____ Clarification: _____

Response:

Chief Executive Officer/Designee