



**INVITATION FOR BIDS
FOR
BEAR LANE LOWER ROOF REPLACEMENT**

IFB No.: 2024-C-14

Date Issued: July 23, 2024

Sealed bids will be received at the offices of the Corpus Christi Regional Transportation Authority, hereinafter called the "CCRTA," at the Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401 or by email at procurement@ccrta.org, until 3:00 p.m. (CST), Tuesday, September 3, 2024 for Bear Lane Lower Roof Replacement. This is a firm-fixed-price construction contract. The term of the contract will be to complete the project within **100 calendar days** after receipt of a Notice to Proceed. The Bidder will have an additional seven (7) days to complete all punch list items. Bid prices shall be valid for one hundred twenty (120) calendar days from the Board approval date.

Bidders are encouraged to attend a pre-bid conference scheduled for Tuesday, August 6, 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 Bidders may have concerning this procurement. **A walk-through of the project site will be held immediately following the pre-bid conference. Although attendance is not mandatory, Bidders are strongly encouraged to attend.**

If you are unable to attend the pre-bid conference, but would like to remotely participate, please send a request for login information to procurement@ccrta.org by 1:00 p.m. (CST) Tuesday, August 6, 2024.

Requests for Information must be submitted by 3:00 p.m. (CST), Tuesday, August 13, 2024, to procurement@ccrta.org. The CCRTA will respond to all submissions in an addendum posted to the CCRTA's website at <https://www.ccrta.org/news-opportunities/business-with-us/> by Tuesday, August 20, 2024.

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

The following bid documents are applicable under this procurement:

- Invitation for Bids,
- Bid Submission Checklist (Use as a reference),

- Instructions to Bidders,
- General Instructions,
- Wage Rates, and
- Standard Service Terms and Conditions.

Attachments and Certifications:

- Price Schedule (Attachment A),
- Certification Form (Attachment B),
- Conflict of Interest Acknowledgment and Certification (Attachment C),
- Acknowledgement of Addendum/Addenda (Attachment D),
- References (Attachment E),
- Bidder Information Sheet (Attachment F), and
- Request for Information Form (Attachment G).

Exhibits:

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

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

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

For mailed bid submissions, please submit the following documents:

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

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

- Attachments and Certifications:
 - Price Schedule (Attachment A). One (1) signed and dated, in a PDF file, and
 - B, C, D, E, and F. 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), Tuesday, September 3, 2024.**)

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

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

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

A Performance Bond and Payment Bond are also required for this Contract. See General Instructions Section 13.0 Bonding for further instructions.

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

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

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

- Form 1295 "Certificate of Interested Parties"
- Certificate of Insurance
- Performance Bond and Payment Bond
- Schedule of Values

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

- Bid Submission Checklist

BID SUBMISSION CHECKLIST

(USE AS A REFERENCE)

Bid Documents Required	Check
The following Bid documents must be submitted:	
1. Price Schedule (Attachment A),	
2. Certification Form (Attachment B),	
3. Conflict of Interest Acknowledgement and Certification (Attachment C),	
4. Acknowledgement of Addendum/Addenda (Attachment D),	
5. References (Attachment E), and	
6. Bidder Information Sheet (Attachment F).	
7. Bid Guarantee	
<p>1. Price Schedule (Attachment A) – Submit the following:</p> <p>If submitting your bid by <u>mail</u>, submit as follows:</p> <ol style="list-style-type: none"> 1. Attachments and Certifications: <ul style="list-style-type: none"> ➤ Price Schedule (Attachment A). One (1) original signed and dated in a separately sealed envelope), and ➤ B, C, D, E, and F. 2. Bid Guarantee. <p>Address your sealed bid in an envelope with the information as noted in the "Instructions to Bidders" Section 5.0 "Submission of Bids".</p> <p>If submitting your bid <u>electronically</u> to procurement@ccrta.org, please submit as follows:</p> <ol style="list-style-type: none"> 1. Attachments and Certifications: <ul style="list-style-type: none"> ➤ Price Schedule (Attachment A). One (1) signed and dated, in a PDF file, and ➤ B, C, D, E, and F. Sign and combine these attachments into one electronic file. 2. Bid Guarantee (must be mailed and received by the CCRTA by 3:00 p.m. (CST), Tuesday, September 3, 2024). <p>Ensure that all electronic files are clearly titled with the corresponding document name and submit by email to procurement@ccrta.org.</p>	
Bidder must:	
1. List the Firm Name	
2. Complete the – Unit Price Fields in Both Columns	
3. The Total Unit Price Field and Overall Unit Price Field Will Automatically Populate	
4. Sign, Print, Date and Provide Title on Price Schedule (Attachment A)	
2. Certification Form (Attachment B) – Sign, Print, Date, and list Title	
3. Conflict of Interest Acknowledgement and Certification (Attachment C)	

List Bidder's Name, Sign, Print, Date, and list Title	
4. Acknowledgement of Addendum/Addenda (Attachment D)	
- List Firm Name and write in each addendum issued (<i>i.e. Addenda No. 1, 2, and 3</i>) - Sign, Print Name and Title, and Date	
5. References (Attachment E) – Bidder must:	
1. List 4 similar projects which he/she has completed within the last five years.	
2. Provide a list of contracts that the firm currently has in process.	
6. Bidder Information Sheet Form (Attachment F)	
I. Bidder must: <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 	
II. 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. 	
III. Bidder Primary Contact <ul style="list-style-type: none"> - List Name, Title, Telephone numbers (office and mobile), and a valid email address 	
IV. 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 	
7. Bid Guarantee	

INSTRUCTIONS TO BIDDERS

1.0 GENERAL

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

2.0 EXPLANATIONS AND COMMUNICATIONS

- 2.1 Any explanation desired by a Bidder regarding the meaning or interpretation of these Instructions or any other bid documents must be requested in writing to the CCRTA's Procurement Department with sufficient time allowed for a reply to reach Bidders before the submission of their bids.
- 2.2 Oral explanations or instructions will not be binding. Any information given to a prospective Bidder concerning an invitation will be furnished to all prospective Bidders as an amendment to the invitation if such information is necessary to Bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed Bidders.
- 2.3 All communications regarding this solicitation must be made directly to the Procurement Department at (procurement@ccrta.org). Any violation will be grounds for disqualification.

3.0 SPECIFICATIONS

- 3.1 Bidders are expected to examine the specifications, any drawings, standard provisions and all instructions. Failure to do so will be at the Bidder's risk. Bids which are submitted on other than authorized forms or with different terms or provisions may not be considered as responsive bids.
- 3.2 The apparent silence of the specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications shall be made on the basis of this statement.

4.0 INFORMATION REQUIRED

- 4.1 Each Bidder shall furnish the information required by the bid documents. The Bidder shall sign the Price Schedule (Attachment A) and, when appropriate, the specifications, which documents shall collectively constitute the Bidder's offer. Erasures or other changes must be initialed by the person signing the documents. Bids signed by an agent are to be accompanied by evidence of

his authority unless such evidence has been previously furnished to the CCRTA.

- 4.2 The Bidder should quote its lowest and best price. All prices shall be entered on the Price Schedule in ink or typewritten. Unit Prices must be entered in the "Unit Price" field of the Price Schedule. In case of discrepancy between the unit price and the total price, the unit price will be presumed to be correct. **NO ITEMS MAY REMAIN BLANK.**
- 4.3 The CCRTA does not have to pay federal excise taxes or state and local sales and use taxes, except for contracts for improvements to real property.

5.0 SUBMISSION OF BIDS

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

Corpus Christi Regional Transportation Authority

Staples Street Center

Attn: Procurement Department

602 N. Staples Street

Corpus Christi, TX 78401

Bid for: IFB No. 2024-C-14 Bear Lane Lower Roof Replacement

Bid Due Date: Tuesday, September 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 to be time and date stamped.

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

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

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

5.3. Schedule

Bids shall be governed by the following tentative schedule:

- **Tuesday, July 23, 2024 – IFB Issued**
Bid documents are available on the CCRTA's Website at

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

- **Tuesday, August 6, 2024 – Pre-Bid Conference** will be held at 3:00 p.m. (CST) in the second-floor conference room at the CCRTA's Operations Facility located at 5658 Bear Lane, Corpus Christi, Texas 78405. To remotely participate, please send a request for login information to procurement@ccrta.org by 1:00 p.m. (CST) on this day. **A walk-through of the project site will be held immediately following the pre-bid conference.**
- **Tuesday, August 13, 2024 – Request for Information** Written Request for Information ([Attachment G](#)) must be submitted on the supplied form and are due no later than 3:00 p.m. (CST). One request per form is permitted. Request for Information must be emailed to procurement@ccrta.org.
- **Tuesday, August 20, 2024 – CCRTA's Response to Request for Information**
Responses will be posted in the form of an addendum to the CCRTA's Website at www.ccrta.org/news-opportunities/business-with-us/.
- **Tuesday, September 3, 2024 – Bids Due**
Bids are due no later than 3:00 p.m. (CST). All Bids must be received at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401 or submitted electronically to procurement@ccrta.org prior to the deadline.
- **Tuesday, September 3, 2024 – Bid Opening**
The Bid Opening will be held at 3:30 p.m. (CST) on Tuesday, September 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 Bid Opening remotely, please submit a login request to procurement@ccrta.org by 1:00 p.m. (CST) Tuesday, September 3, 2024.
- **Wednesday, October 9, 2024 – Contract Awarded (Tentative)**
The CCRTA's Board of Directors will meet to award a Contract to the successful Bidding firm.

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

6.0 MODIFICATION OR WITHDRAWAL OF BIDS

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

7.0 OPENING BIDS

All bids shall be opened by the CCRTA as soon after the bid deadline as is reasonably practicable. Any bids which were received prior to the deadline but were not opened with the other bids due to inadvertence by the CCRTA shall be opened at a time designated by the CCRTA and announced to all Bidders present at the bid opening who provided their names and phone numbers on the attendance list. **Trade secrets and confidential information** contained in bids shall not be opened for public inspection if identified in writing at the time the bid is submitted.

The Bid Opening will be held at 3:30 p.m. (CST) on Tuesday, September 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 Bid Opening remotely, please submit a login request to procurement@ccrta.org by 1:00 p.m. (CST) Tuesday, September 3, 2024.

8.0 REFERENCES

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

9.0 EVALUATION FACTORS

- 9.1 The CCRTA will award one contract based upon the lowest responsible, and responsive bid, price and other factors considered.
- 9.2 In determining the "lowest responsible" bid, the CCRTA may consider, in addition to price, other factors such as compliance with the bid documents, delivery requirements, costs of maintenance and operations, training requirements, warranties, availability of repairs or other services, the financial or other qualifications and abilities of the Bidder, past performance of the Bidder, other factors contributing to the overall costs, both direct and indirect, related to an item, and compliance with the CCRTA's Affirmative Action policies and goals. A record of poor performance or nonperformance on prior work may disqualify a Bidder.
- 9.3 In the event identical bids are submitted which are determined by the CCRTA to be the lowest responsible bids, if only one of such Bidders is a resident of the CCRTA, the contract must be awarded to that Bidder. Otherwise, the successful Bidder shall be selected by the casting of lots as provided in

Section 271.901 of the Local Government Code.

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

10.0 RESERVATION OF RIGHTS

The CCRTA expressly reserves the right to:

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

11.0 ACCEPTANCE

Acceptance of a Bidder’s offer in some instances will be in the form of purchase orders issued by the CCRTA. Otherwise, acceptance of a Bidder’s offer will be by acceptance letters issued by the CCRTA. Subsequent purchase orders may be issued as appropriate. Unless the Bidder specifies otherwise in the bid, the CCRTA may award the contract for any item or group of items shown on the Bid Invitation.

12.0 BID PROTESTS

If a Bidder desires to protest any bidding procedure, the Bidder should present such protest, in writing, to the CCRTA Chief Executive Officer within five (5) business days following the date the Board awards the contract. The protest shall state the name and address of the protestor, refer to the project number and description of the solicitation, and contain a statement of the grounds for protest and any

supporting documentation. For federally assisted contracts, certain additional bid protest procedures apply and may be found in the Supplemental Conditions contained within the bid documents.

13.0 EQUAL OPPORTUNITY

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

14.0 SINGLE BID

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

15.0 SALES TAX EXEMPTION FOR CONSTRUCTION PROJECTS

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

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

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

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

17.0 FORM 1295 “CERTIFICATE OF INTERESTED PARTIES”

(Only to be submitted if chosen for award)

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

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

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

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

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

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

GENERAL INSTRUCTIONS

1.0 DESCRIPTION OF PROJECT

- 1.1 The CCRTA is seeking bids from qualified Bidders for the removal and replacement of the existing Styrene-Butadiene-Styrene (SBS) modified bitumen roof at the Bear Lane Operations Building located at 5658 Bear Lane, Corpus Christi, Texas 78405. The building will remain operational during the construction process.
- 1.2 **The base bid work** for this project consists of removing the existing modified bitumen roofing assembly on the lower roof, including, but not limited to the roofing base and caps sheets, flat and tapered insulation, and metal parapet caps, and providing a new thermoplastic-olefin (TPO) roofing system and metal coping that comply with the current building codes, and Texas Department of Insurance (TDI) design requirements. Existing elements on the roof, such as mechanical exhaust fans, stack vents, skylight, internal roof drains and roof hatch, will remain. The Contractor will provide all necessary labor, materials, equipment, and supervision as required.

2.0 CONSTRUCTION MANAGER

Whenever the word "Construction Manager" is used in this IFB it is understood as referring to the CCRTA's authorized representative – Sharon Montez, Managing Director of Capital Projects and Customer Services.

3.0 TIME OF COMPLETION AND FAILURE TO COMPLETE IN TIME

The term of the contract will be to complete the project within 100 **calendar days** after receipt of a Notice to Proceed. The Contractor will have an additional seven (7) calendar days to complete all punch list items. Liquidated damages will be charged for work that exceeds the time frame.

- 3.1 **The working time for the completion of the project shall be as described above.** The Contractor agrees that he/she will commence work within ten (10) calendar days after receiving an executed contract from the CCRTA, discussing an appropriate contract time with the Engineer, and receiving a Notice to Proceed. The whole work will be performed, and the premises cleaned up in accordance with the Contract Documents on or before the provided time for the completion of this project.
- 3.2 For each 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 Bidder of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in materials or workmanship, which shall appear within a period of one (1) year from the date of final acceptance of work unless a longer period is specified. The CCRTA will give notice of observed defects with reasonable promptness. The Bidder shall have his Performance Bond, if required, so written that the one (1) year period is covered by the Performance Bond.

7.0 ACCIDENT PREVENTION

- 7.1** The Contractor shall comply with all of the CCRTA's safety regulations and shall observe the requirements of the Occupational Safety and Health Act. The Contractor shall comply with all procedures prescribed by the CCRTA for control and safety of persons visiting the job site. It is the Contractor's responsibility to take whatever steps necessary to ensure the safety of individuals working on or visiting the site.
- 7.2** The CCRTA calls the Contractor's attention to the necessity for his/her proper storage, use, and disposal of all materials; proper use and storage of tools and devices, and proper control of construction procedures to ensure the health and safety of workmen and of others having access to the job site. It is the Contractor's responsibility to obtain from the manufacturers and sellers or distributors of materials, tools, and devices all requirements for proper and safe usage, storage and disposal, and to follow these requirements and recommendations carefully. Particular attention is called to the use of paints, thinners, solvents, caulking or patching materials, chemical grouts, and surface treatment materials.

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

8.0 SUPERINTENDENCE BY CONTRACTOR

- 8.1** At all times during performance and until the work is completed and accepted, the Bidder shall directly superintend the work of this Contract or assign and have on the work site a competent superintendent who is satisfactory to the Project Manager and has authority to act for the Bidder.
- 8.2** 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 Project Manager shall not accept any concrete which has been damaged due to Contractor's lack of protection to the concrete while it is curing.

9.0 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 shall similarly give the CCRTA immediate notice of any suit or action filed or prompt notice of any claim arising out of performance of the Contract. The Contractor shall 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 each site after concrete work is complete and formwork removed. The Contractor should write this directive into General Notes. Use sandy loam and not large, excavated clay.
- 11.2** Contractors shall 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 Engineer of Record and Construction Manager with a pay application.
- 11.3** Contractors shall provide a list of stops requesting the CCRTA to remove shelters, trashcans, signs, etc. with two weeks' lead time of the work. This list should show order and approximate date when removal is required.
- 11.4** Contractors shall provide Applications for Payment with quantitative breakdown of work at each stop for that month. This will be field verified with CCRTA's Engineer of Record, as a mandatory requirement for payment.
- 11.5** The Contractor shall not receive payment for individual sites until final completion has been achieved including restoration and cleanup.
- 11.6** If the right of way goes into private property, the CCRTA's Engineer of Record will determine if a survey is needed. Any bus stops that seem to encroach on private property will be adjusted to the City Right of Way.
- 11.7** If there are duplications of sites between zones that were not identified beforehand, then the Engineer of Record and the CCRTA will determine what is to be done if that situation occurs.
- 11.8** Workmanship shall be of the highest quality and shall be performed by workers skilled in their trade. Articles, materials, and equipment to be incorporated into the work under this Contract shall be new and unused.

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 shall protect adjacent property from damage due to the progress of work. The Contractor shall practice good housekeeping at the site. Any damage to public or private property adjacent to the work shall be repaired or replaced by the Contractor at their expense.

- 12.3** Upon completion of the work and before acceptance and final payment, the Contractor shall remove rubbish, unused materials, and temporary structures from the limits of the project and restore, in a manner acceptable to the CCRTA and City of Corpus Christi, all property both public and private that has been damaged during the execution of the work.
- 12.4** Unwanted material shall become the property of the Contractor who shall remove it from the site within twenty-four (24) hours. The cost of hauling shall be considered a component to the bid items of this Contract; and therefore, no separate or direct payment shall be made. Part

13.0 BONDING

- 13.1** A **bid guarantee** is required from each Bidder equivalent to **five percent (5%)** of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Bidder will, upon acceptance of its bid, execute such contractual documents as may be required within the time specified.
- 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 shall be issued by a surety company licensed to do business in Texas acceptable to the CCRTA. The attorney-in-fact who executed the bond on behalf of the surety shall affix to the bond an original or certified current copy of his or her power of attorney, indicating the monetary limit of such power.

**THE
SPECIFICATIONS (EXHIBIT I), and
CONSTRUCTION DRAWINGS (EXHIBIT II)**

FOR

IFB NO. 2024-C-14

BEAR LANE LOWER ROOF REPLACEMENT

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 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 invoices on a monthly basis or as otherwise specified in the Contract documents to AccountsPayable@ccrta.org. Invoices sent through the U.S. Mail will also be accepted and shall be addressed to Corpus Christi RTA - Staples Street Center, 602 N. Staples Street, Corpus Christi, TX 78401 to the attention of Accounts Payable. Invoices shall indicate the Contract number and shall be itemized in accordance with the different components of work set forth in the Price Schedule. Payment shall not be due until thirty (30) days after the date the above instruments are submitted or the work is 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 the Contractor’s invoices after payment and recover any overcharges resulting from such review. Invoices will be paid Net 30.

2.1 Prompt Payment

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

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

3. TOOLS, EQUIPMENT AND SUPPLIES.

The Contractor shall provide such tools, equipment, supplies, materials, employees, management, and any other items or services as may be necessary to enable the Contractor to provide the services required under the terms of this Contract.

4. ESTIMATED QUANTITIES.

The estimated quantities for services, supplies or work to be performed noted in the Price Schedule are approximate. These quantities are to be used only for the comparison of bids and the award of this Contract and are based on past and projected usage. The Contractor agrees and understands that the actual quantities to be utilized are within the sole and absolute discretion of the CCRTA. Should the actual quantities be greater or lesser than the estimates contained in the Price Schedule, Contractor agrees that, regardless of the amount of such variance, it shall not be the basis for deviating from the quoted unit prices. Further, Contractor agrees to honor quoted unit prices for the duration of this Contract.

5. LIABILITY INSURANCE COVERAGE.

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 shall be promptly furnished to the CCRTA upon its written request after award of 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. AMENDMENTS.

No amendments, modifications, or other changes to this Contract shall be valid unless issued by the CCRTA's Procurement Department and signed by 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 for which the services have not yet been performed; 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.

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 IFB, liquidated damages have been included as part of the General Instructions. These damages are not imposed as a penalty but as an estimate of the losses that the CCRTA will sustain from delays or substandard 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.

ATTACHMENTS AND CERTIFICATION FORMS

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

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

- Certification Form (Attachment B),
- Conflict of Interest Acknowledgement and Certification (Attachment C),
- Acknowledgement of Addendum/Addenda (Attachment D),
- References (Attachment E), and
- Bidder Information Form (Attachment F).

Reminders:

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

PRICE SCHEDULE (ATTACHMENT A)

FOR

IFB NO. 2024-C-14

BEAR LANE LOWER ROOF REPLACEMENT

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 Bid Price.
- All Total Price and Total Base Bid Price fields are locked and will automatically populate.
- Sign, print name, title and date.

ATTACHMENT B
CERTIFICATION FORM

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

- (1) **Bid Validity Certification:** If this offer is accepted within one hundred twenty (180) calendar days from the board approval date, to furnish any or all services upon which prices are offered at the designated point within the time specified;
- (2) **Non-Collusion Certification:** Has made this bid independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to this Invitation for Bids with any other FIRM or with any other competitor,
- (3) **Affirmative Action/DBE Certification:** Is in compliance with the Common Grant Rules affirmative action and Department of Transportation's Disadvantaged Business Enterprise requirements.
- (4) **Non-Conflict Certification:** Represents and warrants that no employee, official, or member of the Corpus Christi Regional Transportation Authority's Board of Directors is or will be pecuniarily benefited directly or indirectly in this Contract,
- (5) **Non-Inducement Certification:** The undersigned hereby certifies that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Corpus Christi Regional Transportation Authority with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of this Contract.
- (6) **Non-Debarment Certification:** Certifies that it is not included on the U. S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards provisions, and from Federal programs under DOT regulations 2CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4
- (7) **Integrity and Ethics:** Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A)
- (8) **Public Policy:** Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5325(j)(2)(B)
- (9) **Administrative and Technical Capacity:** Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D)
- (10) **Licensing and Taxes:** Is in compliance with applicable licensing and tax laws and regulations
- (11) **Financial Resources:** Has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U. S. C. Section 5325 (j)(2)(D)
- (12) **Production Capability:** Has, or can obtain, the necessary production, construction, and technical equipment and facilities.
- (13) **Timeliness:** Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- (14) **Performance Record:** Is able to provide a satisfactory current and past performance record.

Signature

Printed Name

Title

Date

ATTACHMENT C

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND CERTIFICATION

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

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

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

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

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

Signature of Certifying Person: _____

Title: _____

Certifying Person (Print or Type): _____

Date: _____

ATTACHMENT D

ACKNOWLEDGEMENT OF ADDENDUM/ADDENDA

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

List all addenda numbers below:

Signature: _____

Printed Name: _____

Title: _____ Date: _____

ATTACHMENT E

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

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

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

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

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

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

ATTACHMENT F

BIDDER INFORMATION SHEET

To Be Completed And Submitted With Bid	
Company Name	
Street Address	
City, State, Zip Code	
(If Applicable) Federal Employer Identification Number (FEIN) 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:
Bidder'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	

ATTACHMENT G

REQUEST FOR INFORMATION

(Please submit one form for each Request for Information)

Page: _____

BIDDER: _____

PROJECT: IFB No. 2024-C-14

PAGE: _____ PARAGRAPH: _____ SUBJECT: _____

Request:

Signature

FOR CCRTA USE

Approved: _____ Disapproved: _____ Clarification: _____

Response:

Chief Executive Officer/Designee