



BID AND CONTRACT DOCUMENTS FOR

TRANSIT FACILITY PARKING LOT

BID DUE: SEPTEMBER 7, 2016

BID# P16-055

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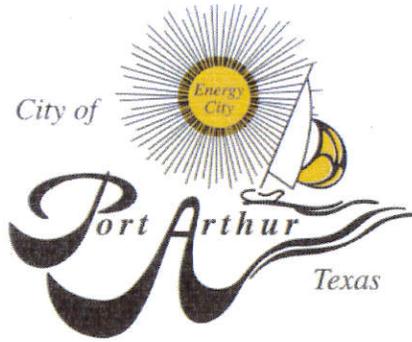
SECTION

A

DERRICK FREEMAN, MAYOR
RAYMOND SCOTT, JR, MAYOR PRO TEM

COUNCIL MEMBERS:

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MORRIS ALBRIGHT, III
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BRIAN MCDUGAL
CITY MANAGER

SHERRI BELLARD, TRMC
CITY SECRETARY

VAL TIZENO
CITY ATTORNEY

AUGUST 12, 2016

**INVITATION TO BID
TRANSIT FACILITY PARKING LOT**

DEADLINE: Sealed Bid submittals must be received and time stamped by **3:00 p.m., Central Standard Time, Wednesday, September 7, 2016.** (The clock located in the City Secretary's office will be the official time.) All bids received will be read aloud **at 3:15 p.m. on Wednesday, September 7, 2016** in the City Council Chambers, City Hall, 5th Floor, Port Arthur, TX. You are invited to attend.

MARK ENVELOPE: P16-055

DELIVERY ADDRESS: Please submit one (1) original and one (1) copy of your bid to:

CITY OF PORT ARTHUR
CITY SECRETARY
P.O. BOX 1089
PORT ARTHUR, TEXAS 77641

or

CITY OF PORT ARTHUR
CITY SECRETARY
444 4TH STREET, 4th Floor
PORT ARTHUR, TEXAS 77640

POINTS OF CONTACT:

Questions concerning the **Invitation to Bid** or **Scope of Work** should be directed **in writing** to:

City of Port Arthur, TX
Clifton Williams, Acting Purchasing Manager
P.O. Box 1089
Port Arthur, TX 77641
clifton.williams@portarthurtx.gov

The enclosed INVITATION TO BID (ITB) and accompanying GENERAL INSTRUCTIONS, CONDITIONS SPECIFICATIONS, are for your convenience in submitting bids for the enclosed referenced services for the City of Port Arthur.

Bids must be signed by a person having authority to bind the firm in a contract. Bids shall be placed in a sealed envelope, with the Vendor's name and address in the upper left-hand corner of the envelope.

ALL BIDS MUST BE RECEIVED IN THE CITY SECRETARY'S OFFICE BEFORE OPENING DATE AND TIME. It is the sole responsibility of the firm to ensure that the sealed ITB submittal arrives at the above location by specified deadline regardless of delivery method chosen by the firm. Faxed or electronically transmitted ITB submittals will not be accepted.

Clifton Williams, CPPB
Acting Purchasing Manager

SECTION

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**NON-MANDATORY
PRE-BID CONFERENCE**

A Non Mandatory Pre-Bid Conference between Representatives of the City of Port Arthur, Texas and prospective bidders for **Transit Facility Parking Lot will be held on Thursday, September 1, 2016 at 10:00 a.m. in the 5th Floor Council Chambers located at 444 4th Street, Port Arthur, Texas.**

It is highly recommended that you attend the pre-bid meeting. Attendance is not mandatory. However, in the event that you misinterpret the specifications because of failure to attend the pre-bid meeting, the City will not be held responsible.

The purpose of the Pre-Bid Conference is to make certain that the scope of work is fully understood, to answer any questions, to clarify the intent of the Contract Documents, and to resolve any problems that may affect the project construction. No addendum will be issued at this meeting, but subsequent thereto, the Purchasing Manager, if necessary, will issue an addendum(s) to clarify the intent of the Contract Documents.

SECTION

C

**INVITATION TO BID
TRANSIT FACILITY PARKING LOT
(To be Completed ONLY IF YOU DO NOT BID.)**

FAILURE TO RESPOND TO BID SOLICITATIONS FOR TWO (2) BID PERIODS MAY RESULT IN REMOVAL FROM THE VENDOR'S LIST. However, if you are removed you will be reinstated upon request.

In the event you desire not to submit a bid, we would appreciate your response regarding the reason(s). Your assistance in completing and returning this form in an envelope marked with the enclosed bid would be appreciated.

NO BID is submitted: ___ this time only ___ not this commodity/service only

	Yes	No
Does your company provide this product or services?		
Were the specifications clear?		
Were the specifications too restrictive?		
Does the City pay its bills on time?		
Do you desire to remain on the bid list for this product or service?		
Does your present work load permit additional work?		
Comments/Other Suggestions:		

Company Name:	
Person Completing Form:	Telephone:
Mailing Address:	Email:
City, State, Zip Code:	Date:

SECTION

D

10/13/2005

ITEM NO. A2001 – CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope: Remove and dispose of trees, stumps, brush, roots, logs, vegetation, rubbish, and other objectionable matter from project area. Project area is defined as all easements and that portion of street rights-of-way necessary to allow construction of the facilities proposed in this Contract, including those areas needed for disposal of excess excavated material.
- B. Related work as called for on PLANS or specified elsewhere in this or other TECHNICAL SPECIFICATIONS.

PART 2 - PRODUCTS

Not required for this Item.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

- A. Clear and grub trees, stumps, brush, roots, logs, vegetation, and rubbish within project area except trees, shrubs, and other landscape features designated to remain, and protect same against damage and trim when necessary. Clear stump holes of refuse and loose earth; backfill and compact to density of surrounding ground.
- B. On embankment areas, remove stumps, roots, and objectionable materials to a depth of one foot below existing natural ground surface.
- C. Dispose of all refuse from clearing operation off site. Obtain required permits from various governmental agencies involved. Bury no refuse on Owner's property. On areas other than embankment, remove stumps and roots to depth of two feet below natural ground.
- D. For pavement construction, strip grasses to a depth 2-inches below existing grade and spoil off site.

3.02 MEASUREMENT AND PAYMENT

- A. No separate pay for work performed under this Item except as indicated below. Include cost of same in Contract price bid for work of which this is a component part.

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- B. Proposal will indicate if clearing and grubbing is a pay item. If so, measure by acre or lump sum as indicated in PROPOSAL.
- C. Pay for "Clearing and Grubbing" at Contract price bid as measured. Such payment to be full compensation for work as described herein.

8/03/2004

ITEM NO. A2002 - SITE GRADING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope: Within the limits indicated, or in areas where existing grade is altered, strip existing topsoil to 6-inch depth and stockpile in approved areas for subsequent replacement. Remove and dispose of all vegetation, roots, and waste material.
- B. Related work as called for on PLANS or specified elsewhere in this or other TECHNICAL SPECIFICATIONS.

PART 2 - PRODUCTS

2.01 MATERIALS

Fill: Use approved excess excavation or borrow material. Borrow from approved source, excavate, and clean up borrow area. Reuse of material stripped from borrow site is not allowed unless specifically indicated on PLANS.

PART 3 - EXECUTION

3.01 GENERAL

Maintain surface drainage on site during construction.

3.02 CONSTRUCTION

- A. Fill Under Structures and Roads: Place dirt fill in 8-inch maximum layers (loose measure) and compact at or near optimum moisture to at least 95 percent AASHTO Standard T-99-74 density. Place fill to subgrade elevation without addition of topsoil. Where fill to subgrade elevation is less than 6 inches, scarify existing ground to a depth of 6 inches and compact as specified herein.
- B. Site Fill: Place approved fill within 4 inches of finish grade shown on all areas not covered by structures or roads. Fill in 10-inch maximum layers (loose measured) and compact at or near optimum moisture to at least 90 percent AASHTO Standard T-99-74 density, unless otherwise shown on PLANS.

8/03/2004

- C. Topsoil: Place topsoil over areas within limits shown on PLANS. After substantial completion of construction, grade site 4 inches lower than finished grade on all unpaved areas. Clear ground surface of all foreign materials, then place 4 inches of topsoil to bring site to smooth finished grade indicated.
- D. Waste: Waste stripped materials from within limits indicated. Spread waste material over designated area, dress by blading, and slope to provide drainage.
- E. Final Cleanup: Level washes, ruts, depressions, and mounds to give areas smooth finish.

3.03 MEASUREMENT AND PAYMENT

No separate payment for work performed under this Item. Include cost of same in Contract price bid for work of which this is a component part.

ITEM NO. A3034 - STORM WATER POLLUTION PREVENTION PLAN (SW3P)

PART 1 - GENERAL

1.01 DESCRIPTION

A. Section Includes:

1. A draft of the Storm Water Pollution Prevention Plan to use as a general guideline to meet new EPA Standards.
2. Specifications pertaining to the structural systems and pollution prevention systems to be used to meet the guidelines.
3. Details of the structural systems to be used to meet the EPA requirements.

B. References

1. Clean Water Act of 1972 establishing the National Pollution Discharge Elimination System (NPDES).
2. 40 CFR 122.21 Application for a NPDES Permit.
3. 40 CFR 122.26 Storm Water Discharges.

C. Related Work Specified Elsewhere

1. Embankment - Item No. A2004
2. Channel Excavation - Item No. A2009

1.02 QUALITY ASSURANCE / QUALIFICATIONS

It is the intent of the information provided in this section to be used as the general guidelines of the storm water pollution prevention plan for this project to establish a minimum basis of compliance for bid purposes. However, it is the responsibility of the Contractor and all Subcontractors to meet all of the requirements of the law, regardless of the information provided herein. The plan to which the Contractor certifies compliance shall be the Contractor's plan and no responsibility for the information contained in this section or shown on the plans shall be construed as the Owner's or Engineer's responsibility.

1.03 PLAN

The Site Grading Plan supplements the information contained within this section.

PART 2 - PRODUCTS

Not required for this item.

PART 3 - EXECUTION

Std. 08/03/2004

The following information is the basis for the Storm Water Pollution Prevention Plan:

*Storm Water Pollution Prevention Plan for
Site Grading of the Dravo Spoil Area*

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ITEM NO. B1001 - CONCRETE

PART 1 - GENERAL

1.01 DESCRIPTION

Scope: This Item governs for materials used; for storing and handling of materials; and for proportioning and mixing of concrete for reinforced concrete pavement, and all reinforced concrete precast and cast-in-place structures.

1. Contractor assumes responsibility for cost and design of proper concrete mixture.

A. Related work as called for on PLANS or specified elsewhere in this or other TECHNICAL SPECIFICATIONS.

1.02 QUALITY ASSURANCE

A. Furnish laboratory reports showing proportions and materials selected will produce laboratory-mixed concrete of specified quality and having strengths 20 percent higher than 28-day strength specified, at maximum slump and maximum air content specified.

B. Owner to select testing laboratory, conforming ASTM E329, to make tests throughout concrete operations. When requested by Owner, Engineer or his representative will monitor tests and review results.

1.03 SUBMITTALS

A. Samples

1. Furnish material samples to approved testing laboratory for review and testing.
2. Provide sufficient quantities for testing and determining mixes to produce concrete class specified.

B. Mix Designs

1. Submit mix designs for each different concrete strength and for each different aggregate.
2. Secure confirmation of laboratory tests on proposed mix designs prior to submittal.
3. Use only approved mix designs.
4. Make required tests of mix as called for elsewhere in this specification under "Tests."

C. Reports: Provide certified mill reports on cement and sieve analysis on aggregate.

D. Tests

1. Make moisture tests of aggregate to ensure proper batching and proportioning.
2. Provide and maintain curing facilities conforming to ASTM C31.

3. For Structural Concrete:
 - a. Perform sufficient number of tests to maintain check on quality.
 - b. Conduct tests as per test procedures (ASTM C31 and C39 for Compression Test).
 - c. When Portland cement concrete other than high-early-strength concrete is used, test minimum of two (2) standard 6-inch by 12-inch cylinders at 7 days and minimum of two (2) 6-inch by 12-inch cylinders at 28 days, for each 50 yards of concrete placed or each structure, whichever is less.
 - d. When high-early-strength concrete is used, test minimum of two (2) standard 6-inch by 12-inch cylinders at 3 days and minimum of two (2) 6-inch by 12-inch cylinders at 7 days for each 50 cubic yards of concrete placed or for each structure, whichever is less. Minimum strengths normally required at 7 and 28 days will be required at 3 and 7 days, respectively.
4. For paving concrete, test pavement work as required by PLANS and/or as follows:
 - a. Make one beam for each 1,000 square yards of pavement, or part thereof, for each day's pour and/or one beam on each street.
 - b. Size of beams as required by ASTM C31.
 - c. Core sampling in accordance with requirements of Special Provision.
 - d. If requirements not established by Special Provision, make one core for each 1,000 linear feet of pavement, or one core for each 2,500 square yards of pavement, or at least one core for each street, whichever is least in area.
 - e. Fill core hole with non-shrinking grout at no additional cost to Owner.
 - f. Test core for compressive strength and for thickness.
5. For air entrainment, make two tests, in accordance with ASTM C138 or C173, for each day's placing.
6. Make slump tests periodically in accordance with ASTM C143.

E. Specimen handling

1. Mark test specimens clearly in a definite sequence.
2. Transport and store specimens to prevent damage.
3. Provide insulated shed for storage of cylinders and beams.
4. Provide records identifying each cylinder with locations from which specimens were taken.
5. Cure specimens under laboratory conditions, except that for a possibility of surrounding air temperature falling below 40o F, additional specimens to be cured under job conditions may be required.

F. Failure to Meet Specifications

1. Concrete failing to meet specifications will be rejected.
2. Should a 3-day (high-early cement) or 7-day (normal cement) test fail to meet established strength requirements, extended curing or resumed curing may be required.
3. Contractor to strength structures or replace portions thereof which fail to meet established strength requirements, at Contractor's expense.

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4. Test cores, when required, to be in accordance with procedures of ASTM C42 at no additional cost to Owner.

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Cement

1. Store in weathertight enclosure and protect against dampness, contamination, and warehouse set.
2. Use only one supply source for each aggregate stockpile.

B. Aggregates

1. Stockpile to prevent excessive segregation, or contamination with other materials or other sizes of aggregates.
2. Use only one supply source for each aggregate stockpile.

C. Admixtures

1. Store to prevent contamination, evaporation, or damage.
2. Protect liquid admixtures from freezing or harmful temperature ranges.
3. Agitate emulsions prior to use.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Concrete: Ready-mix concrete conforming to ATSM C94 or site-mixed concrete (dry weight 145-150 pounds per cubic foot).

1. Cements

- a. ASTM C150, Type I.
- b. ASTM Specifications for weight variations and length of storage.
- c. Use no caked cement.
- d. Deliver in bags for site-mixed concrete.
- e. Use only one brand of cement in any one structure.
- f. Cement for Class “P” concrete may be delivered in bulk if method of handling is approved.

2. Admixtures

- a. Air-entraining admixtures in accordance with ASTM C260.
- b. Water-reducing and retarding admixtures in accordance with ASTM C494, Type A, or Type D admixture, modified as follows
 - 1) Bleeding water no greater than bleeding water of ASTM C494 reference concrete when tested as per ASTM C232.
 - 2) Increase durability, decrease permeability, and increase resistance to surface scaling, when compared to ASTM C494 reference concrete.
 - 3) No chlorides or alkalis added during manufacture of admixture.
- c. High range water-reducing admixture (superplasticizer) in accordance with ASTM C494, Type F or Type G modified as follows:

- 1) Superplasticized concrete to be nonsegregating, have little bleeding, and have physical properties similar to low water-cement ratio concrete.
- 2) Admixture composed of a synthesized suffocated polymer to be added to the concrete mixer with gauge water at the central batch plant.
- 3) Use only one liquid admixture to achieve the superplasticized concrete, except where air entrainment is desired, in which case, air entraining admixture to be compatible with superplasticizer admixture.
- 4) Treated concrete must be capable of maintaining superplastic state in excess of two hours.
- 5) Dosage as recommended by the manufacturer.
- d. Additional Requirements
 - 1) Manufacturer to provide proof of successful field use of water-reducing and retarding admixture from recognized laboratories and other authorities.
 - 2) Manufacturer to provide local representative and warehouse facilities, when requested by Owner.
 - 3) Provide qualified concrete technician to assist in concrete mix design, if required.
 - 4) If required, Contractor to acquire approved commercial laboratory testing at no cost to Owner to furnish certification of compliance with this specification.
 - 5) Water reducing and retarding admixtures used in Class A and Class K concrete only, unless otherwise specified.
 - 6) Use manufacturer's published recommended dosage for optimum results as minimum requirements. Engineer may vary dosage after analysis of results of local commercial laboratory tests using materials from sources assigned by Contractors.
 - 7) Dispensing and mixing equipment and procedures at batch plant are subject to approval.
3. Coarse Aggregate
 - a. Durable particles of gravel, crushed gravel, crushed blast furnace slag, crushed stone, or combination thereof, conforming to ASTM C33.
 - b. Use clean, durable particles, free from frozen materials, clay, salt, alkali, vegetable matter, or other coating, which would adversely affect strength of concrete or bonding of aggregate to cement paste.
 - 1) Non-Prestressed Concrete aggregate size from No. 4 to 1 1/2-inch.
 - 2) Prestressed Concrete aggregate size from No. 4 to 1-inch.
 - c. The maximum size coarse aggregate to be as indicated above or no greater than three-fourths of the minimum clear spacing between parallel reinforcing bars or prestressing tendons, whichever is smaller.
4. Fine Aggregate
 - a. Natural sand as per ASTM C33.
 - b. Fineness modulus between 2.4 and 2.9.

- 5. Water
 - a. Free from oils, acids, alkalis, organic mater or other deleterious substances, and not containing more than 1,000 parts per million of sulphates.
 - b. Testing not required from municipal supplies approved by Texas Commission on Environmental Quality (TCEQ), but from other sources water will be sampled and tested, at no additional cost to Owner, before use.
 - 6. Slump
 - a. Test method as per ASTM C143.
 - b. As indicated in Classification Table.
 - 7. Mix Proportioning
 - a. As per Classification Table, based on maximum water-cement ratio and minimum strength requirements, with limits set on minimum cement content.
 - b. Increase cement content above minimum or use approved admixtures, without additional cost to Owner, if type, gradation, or sizes of aggregate being supplied gives concrete mixture not meeting strength and workability requirements.
 - 8. Coring Materials: Per Item "Concrete Structures."
- B. Nonshrink Grout: Grout to have moderate fluidity and to conform to Corps of Engineers Specification CRD-C 621-82B.
- C. Pumpable Flowable Backfill:
- I. Mix #94564FFP: (Per Knife River – An MDU Resources Company)
 - a. Sand 2450#/CY ASTM C-33
 - b. Cement 94#/CY ASTM C-150
 - c. Fly Ash 564#/CY ASTM C-618
 - d. Eucon Air-40 5 oz/CY ASTM C-680
 - e. Water 49 gal/CY Municipal

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CLASSIFICATION TABLE

Class - Type	Min. Comp. Strength (psi)		Max. Water Content ⁽¹⁾		Min. Cement Per C.Y. ⁽²⁾		Slump Range (in.)*	Total Air Content (%)
	7-Day	28-Day	Pounds of Water/Lb. Cement	Gallons of Water/Bag Cement	Lbs.	Bags		
A – Structural	2000	3000	0.55	6.25	494	5.25	2½ to 4½	2½ to 4½
ASP – Structural ⁽³⁾	2000	3000	0.50	5.65	423	4.50	7 to 10 ⁽⁴⁾	3 to 5
B – Slope Protection	1200	2000	0.75	8.50	400	4.25	2½ to 4	2½
C – Pipe Blocking	---	1500	0.97	11.00	282	3.00	3 to 5	3 to 6
D – Seal Slab	---	---	---	---	376	4.00	6 to 8	As needed
E – Monolithic Sewer	2000	3000	0.55	6.25	564	6.00	4 to 6	3 to 5
F – Prestressed ⁽⁵⁾	---	5000	0.51	5.75	635	6.75	2 to 3	As needed
G – Prestressed ⁽⁵⁾	---	6000	0.49	5.50	658	7.00	2 to 3	As needed
K – Structural ⁽⁶⁾	2800	4000	0.50	5.65	564	6.00	3½ to 5	2½ to 4½
K _{SP} – Structural ⁽³⁾	2800	4000	0.45	5.00	470	5.00	7 to 10 ⁽⁴⁾	3 to 5
P – Paving 6-Inch ⁽⁸⁾	1800	2800	0.66	7.50	423	4.50	3 to 5	2½ to 4½
	450 ⁽⁷⁾							
P – Paving 7-Inch ⁽⁸⁾	2000	3000	0.66	7.50	470	5.00	3 to 5	2½ to 4½
	500 ⁽⁷⁾							
P – Paving 8-Inch ⁽⁸⁾	2000	3000	0.66	7.50	470	5.00	3 to 5	2½ to 4½
	550 ⁽⁷⁾							

* All slump Ranges + ½-Inch Tolerance

-
- (1) Include in maximum water, free water in aggregate minus absorption of aggregate based on a 30-minute absorption period.
 - (2) For concrete placed under water, minimum cement per cubic yard shall be 611 pounds (6.5 bags).
 - (3) ASP and K_{SP} to contain approved High Range Water Reducing (HRWR) Admixture.
 - (4) Maximum 2-Inch slump before addition of HRWR Admixture.
 - (5) For prestressed concrete, water-reducing admixture may be used as needed.
 - (6) Use approved water-reducing and retarding admixture.
 - (7) Minimum flexural strength at 7 days.
 - (8) Slump range 1-Inch to 3-Inch when slip form method of construction used.

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PART 3 – EXECUTION

3.01 MIXING CONCRETE

A. General

1. Ready mixed and in accordance with requirements of current ACI Building Codes.
2. Postpone or delay work during adverse weather conditions.
3. Protect dry batch material so that it reaches mixer in a dry condition.
4. Use batch mixer having approved and positive water control, and measuring device for all materials.
5. Continue mixing to ensure uniform distribution of materials, but not less than 1½ minutes after all materials have been introduced into mixer drum.
6. Rotate drum at peripheral speed recommended by mixer manufacturer.
7. Mix and deliver as per ASTM C94.
 - a. Add mixing water at plant.
 - b. Mix concrete in quantities required for immediate use, and discharge at job site within one hour after introduction of cement to aggregate. If Contractor can prove that concrete consistency measured by slump will not be reduced by more than 2-inches when superplasticized concrete is used, time interval between mixing and placing may be extended to a maximum of 90 minutes or to a period in which slump loss will not exceed 2-inches.
 - c. Begin mixing operation within 30 minutes after cement and aggregates intermingled.
 - d. Ready-mixed concrete producer to furnish delivery tickets indicating:
 - 1) Delivery date and time dispatched.
 - 2) Name and location of project.
 - 3) Name of contractor.
 - 4) Name of ready mixed concrete producer.
 - 5) Truck number.
 - 6) Number of cubic yards of concrete in load.
 - 7) Class of concrete.
 - 8) Cement content in bags per cubic yard of concrete.
 - 9) Amount of admixture in concrete, if any.
 - 10) Number of gallons of water in mixture.
 - 11) Air content.
8. Job mix concrete in approved type mixer, and do not load beyond manufacturer's rated capacity.
 - a. Normal Weight Concrete
 - 1) Mix batches of one cubic yard or less for minimum of 1½ minutes after materials are placed in mixer.
 - 2) Increasing mixing time 15 seconds for each half yard increased over on cubic yard batch.
 - b. Maintain positive batch control equipment to within one percent (1%) accuracy.

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- c. Clean, maintain, and operate equipment so as to thoroughly mix material as required.
 - d. Hand mixing permitted for small placements only, or in emergencies, as authorized.
 - e. Hand-mixed batches not to exceed a two-bag in volume.
9. Do not mix when air temperature is at or below 40 deg. F (taken in the shade away from artificial heat) and falling, or if likely to fall below 40 deg. F in next 24 hours.
10. To produce concrete with minimum temperature of 50 deg. F, heat aggregate and/or water uniformly as follows:
- 1) Water temperature not to exceed 180 deg. F, and/or aggregate temperature not to exceed 150 deg. F.
 - 2) Heat mass of aggregate uniformly.
 - 3) Temperature of aggregates and water to be between 50 deg. F and 85 deg. F before introduction of cement.

3.02 INSTALLATION

In accordance with other applicable TECHNICAL SPECIFICATIONS.

3.03 MEASUREMENT AND PAYMENT

- A. No separate measurement and payment for work performed under this Item, except as indicated below. Include cost of same in contract price bid for work of which this is a component part.
- B. Measure "Extra Concrete," when approved by Engineer, by cubic yard of concrete of class ordered, complete in place. Pay for "Extra Concrete unit price bid per cubic yard for classes of "Extra Concrete" used

10/13/2005

ITEM NO. B3001 - REINFORCING STEEL

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Extent of Work
 - 1. This Item governs for furnishing and placing of reinforcing steel, deformed and smooth.
 - 2. Furnish chairs, ties, splicing devices, and other reinforcing accessories required to complete the work.

1.02 QUALITY ASSURANCE

- A. General: Conform to approved shop drawings and to ACI Manual of Practice for Detailing Reinforced Concrete Structures.
- B. Submittals
 - 1. Submit shop drawings indicating location, placement, sizes, and bending.
 - 2. When welding is required, furnish report of chemical analysis, showing percentages of carbon, manganese, phosphorus, and sulfur.
- C. Tests: Submit certified copy of mill certificates of compliance with requirements herein specified.

1.03 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver to job site free from dirt, loose scale and rust, paint, oil, or other foreign material.
- B. Storage: Store above surface of ground upon platforms, skids or other supports, and protect from mechanical injury and surface deterioration caused by exposure to conditions producing rust.
- C. Handling: Handle so as not to sustain crimping, bending, or warping before and during placement.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Reinforcing Steel
 - 1. Deformed, conforming to ASTM A615, Grade 60.
 - 2. Welded wire fabric conforming to ASTM A185.
 - 3. Cold drawn steel wire conforming to ASTM A82.
 - 4. Spiral reinforcement to be smooth (not deformed) bars or wire complying with ASTM A82.
 - 5. Submit information on mechanical splicing devices, couplers, and all other reinforcing accessories.
- B. General Requirements
 - 1. Nominal size, area, and theoretical weight in accordance with Table 1, ASTM A615 supplementary requirement.
 - 2. Bending
 - a. Bend in shop, cold, true to shapes indicated on PLANS.
 - b. Irregularities in bending are cause for rejection.
 - c. Detail bars in accordance with ACI 315.
 - d. Inside diameter of bar bends, in terms of nominal bar diameter (d) of bar which is bent, in accordance with ACI 315.
 - 3. Fabrication tolerances in accordance with ACI 315.
 - 4. Splices
 - a. Except where shown, not permitted without prior written approval.
 - b. Not permitted in main reinforcement at points of maximum stress.
 - c. When not indicated on PLANS, but permitted with prior written approval, subject to the following:
 - 1. Not larger than #8 bars.
 - 2. Not permitted in bars 30 feet or less in length, except vertical.
 - 3. Distance center-to-center not less than 30 feet, and no individual bar length less than 10 feet.
 - 4. Maintain specified concrete cover and tie bars together securely.
 - 5. Stagger main bar splices in adjacent bars minimum of two splice lengths.
 - d. Lap Splices
 - 1. See General Notes in PLANS for standard bar lap lengths.
 - 2. Lap bars so that both bars will be in the same plane parallel with the nearest concrete surface.
 - e. Welding Splices
 - 1. Procedures and electrodes as specified in AWS D12.1.

2. For bars No. 6 and smaller, use lap weld splices with fillet weld equal to one-half bar diameter on each side for four inches in length.
 3. For bars No. 7 and larger, use butt weld splices in accordance with Figure 3.5, AWS D12.1
 4. Prepare ends for butt-welding in the field, and deliver bars of sufficient length to permit this practice.
- f. All splices, whether lap, weld, mechanical, or coupler, to develop full strength of bar.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Place reinforcing steel in positions indicated by PLANS and approved shop drawings.
1. Dimensions shown are to centers of bars, unless otherwise noted.
 2. Hold bars securely in place with tie wires and other approved means during placing of concrete.
 - a. In plans of steel parallel to nearest surface of concrete, bars not to vary from PLAN placement by more than one-twelfth of spacing between bars.
 - b. In plans of steel perpendicular to nearest surface of concrete, bars not to vary from PLAN placement by more than one-quarter inch.
 3. Do not use looped wire bar ties ("pig tails").
 4. Do not tack weld reinforcing.
 5. Space steel required distance from forms by approved galvanized metal spacers, metal spacers with plastic coated tips, stainless steel spacers, plastic spacers, or approved precast mortar or concrete blocks.
 - a. For approval of plastic spacers, provide samples of plastic, which show no indications of deterioration after immersion in a 5 percent solution of sodium hydroxide for 120 hours.
 - b. Cast precast block, maximum 2-1/2 inches square, to thickness required for proper reinforcement clearance from forms.
 6. Use hot-dipped galvanized metal or plastic chairs to support all reinforcing steel. Except for use with pavement steel, chairs need not be galvanized.
 7. Use heavy bolster to support bottom layer of reinforcing in abutment caps, bent caps, and other beams.
 8. In bridge deck slab, use two rows of supports for bottom layer of reinforcing parallel to beams for each by between beams. Use high chairs to support top layer.
 9. Clean all mortar, mud, dirt, etc. from reinforcement before placing concrete.

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10. Protect exposed steel from corrosion.
11. Placement of steel to be inspected before concrete is placed.

3.02 MEASUREMENT AND PAYMENT

- A. No separate measurement and payment for work performed under this Item, except as indicated below. Include cost of same in Contract unit prices bid for items of which this work is a component part.
- B. Measure "Extra Reinforcing Steel," when approved by Engineer, by pound of calculated weight of steel actually placed. Pay for "Extra Reinforcing Steel" at Contract unit prices bid per pound of "Extra Reinforcing Steel" used.

ITEM NO. K3003 - LIME-STABILIZED SUBGRADE

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope: Preparation and treatment of subgrade by addition of hydrated lime or lime slurry when plasticity index exceeds 20, mixing and compacting to required lines, grades, and typical sections. Treatment applies to natural ground, cut sections, embankments, or existing subgrade.
- B. Related work as called for on PLANS or specified elsewhere in this or other TECHNICAL SPECIFICATIONS.

1.02 DELIVERY, STORAGE, AND HANDLING

- A. Store and handle lime in weatherproof containers, bins, or buildings. Protect lime from any dampness or moisture until distribution on subgrade.
- B. Weigh lime furnished in trucks on approved scales.
- C. Lime furnished in bags to bear manufacturer's certified weight. Bags varying more than ± 5 percent from average bag weight may be rejected.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Hydrated Lime: Conforming to requirements of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, 2004 Edition, Item "Lime Treatment (Road-Mixed)".
- B. Commercial Lime Slurry: Conforming to requirements of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, 2004 Edition, Item "Lime Treatment (Road-Mixed)".

PART 3 – EXECUTION

3.01 CONSTRUCTION METHODS

- A. Preparation: Prior to placing lime treatment, shape subgrade to elevations indicated on PLANS by scarifying or excavating soil with proper machinery. Correct unstable or loose material at given cross-section depths by removal of such material. Backfill voids with approved select material and compact to indicated grades.

- B. Placing: Place lime only on areas where mixing operations can be completed in same workday. Spread lime uniformly over subgrade by “dry placing” or “slurry placing” methods described herein.
 - 1. Dry Placing: Spread lime with approved spreader or by bag distribution. Do not spread with maintainer or motor grader. Do not spread lime during windy or other adverse weather conditions.
 - 2. Slurry Placing: Mix lime with water in trucks and place mixture or slurry using approved distributor. Make successive passes over measured section of roadway until proper lime content has been secured. Furnish truck with approved agitator which will keep lime and water uniformly mixed. Do not change grade of slurry without prior approval.

- C. Mixing: Mixing procedure to be same for either “dry placing” or “slurry placing”. Obtain uniform mixture and moisture content.
 - 1. First Mixing: Thoroughly mix soil and lime to required depth, using approved pulver-type road mixer. Mix until homogeneous, friable mixture of lime and soil is obtained, free of clods or lumps. Add water by sprinkling until proper moisture content is obtained, then cure from 1 to 2 days as required. Keep moist during curing period prior to final mix.
 - 2. Final Mixing: Uniformly mix, after proper curing, using approved pulver-type road mixer. Reduce all clods and lumps by pulverization methods such that, when all non-slaking aggregates (sound or firm particles) retained on ¾-inch sieve are removed, remainder of material meets following requirements when tested dry by laboratory sieves:

	<u>Percent</u>
Minimum Passing 1 ¾-inch Sieve	100
Minimum Passing ¾-inch Sieve	85

Hydrated lime exposed to open air for period of 6 hours or more, or to excessive loss due to washing or blowing between time of application and mixing, will not be accepted for payment.

- 3. Required amount of water necessary to provide optimum moisture to be added uniformly and mixed thoroughly with lime and soil.

- D. Compaction: Begin compaction immediately after final mixing. Maintain moisture content at or near optimum to achieve compaction. Where total compacted thickness is to be greater than 8 inches, spread and compact material in two or more approximately equal layers. Uniformly compact for entire required depth using approved tamping rollers. Compact treated material in such manner that it will not be mixed with underlying subgrade material. Correct all irregularities or weak spots immediately by replacing material and recompacting. Maintain surface in smooth condition until base course is placed. Acquire density of at least 95 percent as determined by AASHTO Standard Method T-99-81. Use pneumatic-type roller for final surface rolling. Moist-cure completed subgrade section for minimum of 4 days before placing pavement.

3.02 MEASUREMENT AND PAYMENT

A. Measurement

1. Measure "Compacted Subgrade" of depth specified when stabilized with lime by the square yard of surface area to a point 2 feet beyond back of curb or edge of pavement.
2. Measure manipulation of lime during stabilization of subgrade by the square yard of subgrade actually stabilized.
3. Measure lime as follows:
 - a. Hydrated Lime: Measure by ton of 2,000 pounds, dry weight.
 - b. Commercial Lime Slurry: Measure by ton of 2,000 pounds of lime "dry solids" in slurry. Calculate quantity of lime from required minimum percent solids for grade used.
 - 1) Grade 1: At least 31 percent by weight of slurry and calculate quantity of lime by ton of 2,000 pounds, based on 31 percent lime content.
 - 2) Grade 2: At least 35 percent by weight of slurry and calculate quantity of lime by ton of 2,000 pounds, based on 35 percent lime content.

B. Payment

1. Pay for "Compacted Subgrade" at Contract unit price per square yard of compacted subgrade of depth specified.
2. Pay for "Manipulation of Lime for Stabilized Subgrade" at Contract unit price per square yard of manipulation of lime for stabilized subgrade.
3. Pay for "Lime" at Contract unit price per ton of lime used for stabilizing subgrade.
4. In the event that completion of subgrade is delayed or postponed by adverse weather or wet soil conditions, no separate pay will be made to the Contractor to make the subgrade meet specifications.

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ITEM NO. K3007 - REMOVAL OF EXISTING PAVEMENTS AND CURBS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope: Remove existing concrete and/or asphalt pavement and concrete curbs as indicated on PLANS.
- B. Related work as called for on PLANS or specified elsewhere in this or other TECHNICAL SPECIFICATIONS.

PART 2 – PRODUCTS

Not applicable to this Item.

PART 3 – EXECUTION

3.01 METHOD OF REMOVAL

- A. Remove pavements and curbs by methods that will not damage existing underground utilities or existing surface facilities that will remain in service adjacent to work area. In areas where only a portion of existing concrete is to be removed, special care is to be exercised to avoid damage to portions of concrete remaining in place.
- B. Existing concrete to be cut to the neat lines as shown on PLANS. Existing concrete beyond the established neat lines, which is damaged or destroyed by these removal operations to be replaced at Contractor's expense.
- C. Provide clean break from existing pavement that will remain in place with a sawed joint. Saw joint along break line with a power driven concrete pavement saw. Cut groove to a minimum depth of 2 inches on concrete surface or $\frac{3}{4}$ inch on asphalt surfaces. Break and remove all unwanted pavement and curb. Cut exposed pavement reinforcement to remain in place, as necessary, to provide sufficient length as dowel bars.
- D. Unless shown on PLANS, excavations for the removal of pavement or curbs to be backfilled to grade with excavated material compacted to a density equal to density of material inside of trench.
- E. Unless shown on PLANS, all materials removed except inlet frames and grates, manhole frames and covers, and salvageable utility pipe and fittings to become

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property of Contractor. Remove and dispose material at locations off jobsite in such a manner so as not to cause damage to Owner or any individual.

3.02 MEASUREMENT AND PAYMENT

- A. Unless otherwise indicated, no separate payment for work performed under this Item if noted as such in PLANS. Include cost of same in Contract price for work of which this is a component part.
- B. When indicated in the PROPOSAL, measure removal of existing pavement and/ or curbs or curbs and gutters as indicated below. Pavement to be made at Contract price bid for the following items as applicable. Such payment to be full compensation for all work described herein, including removal of curbs and/or gutters.
 - 1. Pay for "Removal of Existing Concrete Pavement" at contract price bid per square yard.
 - 2. Pay for "Removal of "Existing Asphalt Pavement" at contract price bid per square yard.
 - 3. Pay for "Removal of Existing Concrete Pavement with Asphalt Overlay" at contract price bid per square yard.
 - 4. Pay for "Removal of Existing Concrete Curb" at contract price bid per linear foot.

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ITEM NO. K3101 - CONCRETE PAVEMENT

PART 1 - GENERAL

1.01 DESCRIPTION

Extent of Work: This Item governs for construction of concrete pavement for roadways, driveways, turnouts, and concrete curbing. Unless specified otherwise in preceding Special Provision or on PLANS, pavement to conform to residential requirements.

1.02 WORK SPECIFIED ELSEWHERE

- A. Roadway Preparation: Item No. K3203 "Roadway Excavation" or Item No. K3203 "Roadway Excavation and/or Embankment (Station Grading)"
- B. Concrete: Item No. B1001 "Concrete."
- C. Reinforcing Steel: Item No. B3001 "Reinforcing Steel."

1.03 QUALITY ASSURANCE

- A. Submittals: For samples, mix designs, tests, and reports, see Item No. B1001 "Concrete."
- B. Standard Beam Test: See Item No. B1001 "Concrete."
- C. Core Samples: One core to be taken for each 1,000 square yards of finished pavement (minimum one core per street). Each core to be tested for thickness and compressive strength.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Concrete: Item No. B1001 "Concrete." Thickness as shown on PLANS or in Proposal.
- B. Reinforcing Steel: Item No. B3001 "Reinforcing Steel." Bar size and type as shown on PLANS.
- C. Expansion Joint Material: To be in accordance with section and location as shown on PLANS.

1. Fillers
 - a. Premolded
 - 1) Asphalt filler board per ASTM D994-71.
 - 2) Premolded joint material per ASTM D1751-73.
 - b. Wood
 - 1) Redwood: Heart, clear; maximum weight per cubic foot when oven dried to constant weight to be 30 pounds.
 - 2) Other materials may be used with prior approval or Engineer.
 - c. Hot poured: Per ASTM D1190-74. Also to be used in other type of joints as required. Other materials may be used with prior approval of Engineer or as directed on the PLANS.
2. Load Transmission Devices: To be of type and size shown on PLANS.

D. Forms

1. Pavement
 - a. Wood Forms: (Used only in residential construction) to be 2X material, free from warps, bends and kinks, and sufficiently true to provide a straight edge on concrete. Use precautionary methods to prevent leakage of mortar through of under side forms. Top of each form section, when tested with a straight edge, to conform to the requirements specified for the surface of completed pavement.
 - b. Metal Forms: Use metal forms approved shape and section. Preferred depth of form to be equal to required edge thickness of pavement. Forms with depths greater or less than 1 inch of pavement thickness, may be used. Forms with less depth than pavement thickness to be brought to required depth by securely attaching wooden planks of approved section and size to bottom of form. Use forms section at least 10 feet in length, and provide for staking in position with not less than 3 pins. Use forms of adequate strength to withstand machine loads without visible springing or settlement. Use forms free from warps, bends and kinks, and sufficiently true to provide a straight edge on concrete. Top of each form section, when tested with a straight edge, to conform to the requirements specified for the surface of the completed pavement. Use flexible or curved forms of wood or metal of proper radius for curves of 200-foot radius or less.
2. Curbs
 - a. Wood or Metal: Wood or metal curb forms to be of approved section, straight and free of warp. Outside curb forms to have a depth at least ½-inch

greater than height of curb. Rigidly attach inside curb forms (if required) to outside forms.

- b. Machine Laid: Equipment to conform to the requirements as specified under Paragraph 3.01 CONSTRUCTION. Use flexible or curved forms of wood or metal of proper radius for curves but not to exceed radius recommended by curb machine manufacturer.
- E. Metal or Plastic Supports: Supports for reinforcing steel to be either metal or plastic of approved shape and size, and spacing to conform to details shown on PLANS.
- F. Materials for Curing
1. Burlap: Mats to be in good condition, clean, and free of any substance, which would have deleterious effect on concrete.
 2. Cotton Mats: Mats to be in good condition, clean, and free of any substance, which would have deleterious effect on concrete.
 3. Waterproof Paper: Per ASTM C171-69.
 4. Membrane Curing Compounds: Conform to ASTM C309-74.
 5. White or clear Polyethylene Sheeting: Sheet having thickness not less than 4 mils (.004 inch).
- G. Grouting
1. Material and mixtures for grouting curb dowels.
 - a. Proportion by weight.
 - b. One part Portland cement, Type I or Type II.
 - c. One part clean, sharp sand.
 - d. Seven-tenths part nonshrinking grout aggregate.
 - e. No more than 5-1/2 gals. water per sack cement.
 2. Other: Use mixture by weight of one part Portland cement and two parts sand for general purposes. If space to be grouted is less than one inch and is impossible to tamp grout use one-to-one mix. Where space to be filled with grout is large, use original concrete mixture. Use stiff mixture for grout to be tamped, produced by prolonged mixing. To obtain stiff grout, mix mortar using amount of water required to thoroughly mix ingredients, then continue mixing without additional water until grout is stiff enough to be compacted by tamping when placed. For grouting block outs for embedded pipes and similar items, use grout

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to which 5 pounds of nonshrinking grout aggregate per sack of cement has been added.

PART 3 - EXECUTION

3.01 CONSTRUCTION

- A. Subgrade: Excavate, shape, and compact subgrade to grades, sections and densities shown on PLANS. Maintain drainage of subgrade at all times. Test subgrade section with an approved template, operated and maintained by Contractor. Wet down subgrade sufficiently in advance of placing pavement. No pavers, batch trucks, or other equipment to be permitted between forms during paving operations.
- B. Wood and Steel Forms
 - 1. Setting: Set forms on compacted subgrade, cut true to grade so that entire form section is supported by subgrade. Stake metal form sections with at least 3 pins per section, with a pin on each side of every joint. Adequately stake wood form sections to prevent bows in form and to keep form sections to grade. Join form sections to prevent displacement. Clean and oil forms with form oil each time they are used. Set forms to line and grade for at least 200 feet ahead of mixer. Check conformity of alignment and grade immediately prior to placing concrete.
 - 2. Removal: Leave forms in place for at least 12 hours. Remove forms without injury to concrete. Immediately repair damage resulting from form removal. Point up all exposed honeycomb areas with approved mortar. As soon as curb forms are removed, backfill behind curbs with approved material and compact to 90 percent Standard Proctor density.
- C. Slip Forms: Equipment to be provided with traveling side forms of sufficient dimensions, shape and strength to support concrete laterally for sufficient length of time during placement to produce pavement of required cross-section. Concrete to be distributed uniformly into final position by slip form paver, and horizontal deviation in alignment of edges not to exceed 1-1/4 inches from established alignment.
- D. Concrete Placing and Handling
 - 1. Wood and Steel Forms
 - a. Deposit concrete on subgrade in such manner as to require as little rehandling as possible. Use shovels for hand spreading of concrete. Use of rakes will not be permitted. Place concrete in a rapid, continuous operation.
 - b. Consolidate all concrete placed for pavement by an approved mechanical vibratory unit designed to vibrate the concrete internally. Use vibratory

member equipped with synchronized vibratory units to extend across pavement practically to, but not to come in contact with side forms. Space separate vibratory units at sufficiently close intervals to provide uniform vibration and consolidation to entire width of pavement. Mount mechanically operated vibrators in such manner as not to come in contact with forms or reinforcement, and not to interfere with transverse or longitudinal joints.

- c. Furnish hand-manipulated mechanical vibrators in number of required for proper consolidation of concrete along forms, at joints, and in areas not covered by mechanically controlled vibrators.

2. Slip Forms

- a. Concrete, for full paving width, to be effectively consolidated by internal vibration, with transverse vibrating units or with a series of longitudinal vibrating units. Internal vibration to mean vibration by means of vibrating units loaded within the specified thickness of pavements section and at a minimum distance ahead of screed equal to pavement thickness.
- b. When concrete is being placed adjacent to an existing pavement, that part of the equipment which is supported on the existing pavements to be equipped with protective pads on crawler tracks or rubber-tired wheels, offset to run a sufficient distance from edge of pavement to avoid breaking or cracking pavement edge.
- c. After concrete has been given a preliminary finish by finishing devices incorporated in the slip-form paving equipment, surface of the fresh concrete to be checked with a straightedge to tolerances and finish required.

3. Wood or Metal Formed Curb: Curbing may be poured monolithic with pavement or may be added to pavement surface at a latter time. Place curb dowel bars while pavement is plastic. Provide expansion joint or contraction joint in curb opposite each expansion joint or contraction joint in pavement and at each curb inlet. Use same expansion joint material as used in pavement. Cut weakened plane joints with an approved grooving tool opposite each joint in pavement, as required. Apply finish coat of mortar on exposed surfaces of curb. Mortar is composed of one part Portland cement and two parts sand. Apply mortar with a template or "mule" conforming to plan curb dimensions. Steel trowel finish all exposed surfaces of curb and brush to a smooth, uniform surface.

4. Machine-Laid Curb

- a. Lay curbs by an extrusion-type machine. Immediately prior to placing of the curb, thoroughly clean the previously approved foundation.
- b. Grade and alignment for top of curb to be as shown on PLANS. The forming tube of the extrusion machine to be readily adjustable vertically

during the forward motion of the machine, to provide required variable motion of the machine, to provide required variable height of curb necessary to conform to the established grade line.

- c. Feed concrete into machine in such a manner and at such consistency that the finished curb will present a well-compacted mass with a surface free from voids and honeycomb and true to established shape, line, and grade.
 - d. Perform any additional surface finishing's specified and/or required immediately after extrusion. Construct joints as specified or as shown on PLANS.
5. Placing Concrete in Cold Weather: Minimum ambient air temperature at time of concrete placement to be not less than 50 deg. F.
- a. Maintain temperature of concrete placed on or in the ground above 40 deg. F. for a period of 72 hours from time of placement.
 - b. Protect concrete against freezing during curing period in accordance with Portland Cement Association "Design and Control of Concrete Mixtures."
 - c. Protect concrete from temperatures below 40 deg. F. until it has cured for a minimum of three days at 70 deg. F. or five days at 50 deg. F. Remove and replace at Contractor's expense, all concrete not meeting this requirement.
 - d. Protection may consist of additional covering, insulated forms, artificial heating, or other means approved by Engineer.
6. Placing Concrete in Hot Weather: When air temperature is above 90 deg. F. use approved retarding agent in all exposed concrete.
- a. Reinforcing steel and other surfaces in contact with concrete, to be cooled to below 90 deg. F. by means of water spray or other approved methods.
 - b. Concrete temperature prior to placement not to exceed 85 deg. F., plus a maximum tolerance of 5 deg. F. Concrete above this maximum will be rejected.
 - c. Reduce concrete temperature at time of placement to satisfy maximum allowable temperature by one or more of the following:
 - (1) Addition of cold water with a subsequent addition of cement to maintain proper water-cement ratio. Tanks or trucks used for storing or transporting water to be insulated or painted white. Mechanical refrigeration may be used to reduce water temperatures.

- (2) Addition of crushed, shaved, or shipped ice directly into the mixer with a subsequent addition of cement to maintain proper water-cement ratio. Continue mixing until ice is completely melted.
- (3) Other approved methods.

E. Finishing

1. Nonresidential Pavements: Finish concrete pavement by power-driven transverse finishing machines and longitudinal finishing machines. Provide transverse finishing machine with two screeds accurately adjusted to crown of pavement. Ride transverse finishing machine on forms, so designed and operated as to strike off and consolidate concrete. Make at least two trips over each area, or more if necessary. Provide longitudinal finishing machine with a longitudinal float not less than 10 feet in length, adjusted to a true plane. Ride longitudinal finishing on forms, so designed and operated as to finish pavement to required grade. Equip finishing machines with rubber tires to roll on concrete pavement. Just before concrete becomes nonplastic, belt pavement surface with a canvas or canvas-rubber composition belt of two- or four-ply construction, not less than 6 inches nor more than 10 inches wide, and at least 2 feet longer than width of pavement. Use short transverse strokes and rapidly advance longitudinally to produce uniform surface of gritty texture.
2. Residential Pavements: Concrete pavement may be finished by machine or by hand. If by machine, see Paragraph E.1. above. If finished by hand, thoroughly vibrate concrete around reinforcement and embedded fixtures. Tamp concrete with a tamping template made of 4-inch by 10-inch lumber, or equivalent metal section, at least 2 feet longer than width of pavement, to conform to crown section of pavement. If wood-tamping template is used, it is to have a steel face not less $\frac{3}{8}$ inch in thickness. Strike off concrete with a strike-off screed made of 4-inch by 10-inch lumber or equivalent metal section at least 2 feet longer than width of pavement and conforming to crown section of pavement. Move strike-off screed forward with combined transverse and longitudinal motion in direction work is progressing, maintaining screed in contact with forms, and maintaining slight excess of materials in front of cutting edge. Use a longitudinal float not less than 10 feet in length to level surface. Prior to concrete becoming nonplastic, belt pavement surface with a canvas or canvas-rubber composition belt or two- or four-ply construction not less than 6 inches nor more than 10 inches wide, and at least 2 feet longer than width of pavement. Use short transverse strokes and rapidly advance longitudinally to produce uniform surface of gritty texture.
3. Slip Form: If this method of construction is used, all requirements of this TECHNICAL SPECIFICATION in regard to subgrade and pavement depth, alignment, consolidation, finishing, workmanship, etc. to be met. Equip "slip form paver" with longitudinal transangular finishing float adjustable to crown and

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grade. Extend float across the pavement almost to the side form and/or the edge of slab.

F. Surface Tests

1. Test entire surface before initial set and correct irregularities or undulations to bring surface within requirements of following test, then finish.
2. Place approved 10-foot straight edge parallel to center of roadway so as to bridge any depressions and touch all high spots. Ordinates measured from face of straight edge to surface of pavement not to exceed 1/16 inch per foot from nearest point of contact, and in any case maximum ordinate to 10-foot straight edge to be no greater than 1/8 inch.

G. Joints: Place joints of types shown on PLANS at required locations and at spacing shown.

1. Construction Joints: Place transverse construction joint when necessary to stop concrete placement for period of more than 30 minutes. Length of slab to be not less than 10 feet from nearest joint of complete slab. If closer than 10 feet from nearest joint of complete slab. If closer than 10 feet, Contractor to remove concrete from between forms back to nearest normal joint and place construction joint bulkhead. Use longitudinal keyed construction joints at pavement edges where required.
2. Expansion Joints: Place expansion joint at radius points of curb returns for cross-street intersections, or as shown on PLANS. Do not use boards less than 6 feet in length. When pavements are 24 feet or less in width, use not more than two lengths of board. Secure pieces to form straight joint. Shape board filler accurately to cross-section of concrete slab. Use premolded joint filler, accurately shaped, in curb section. Load transmission devices to be of type and size shown on PLANS. Use joint sealing compound as required.
3. Contraction Joints: Make straight and place at spacing shown on PLANS. Place asphalt-coated smooth dowels accurately and normal to joint. Tool edges of groove and seal with joint sealing compound.
4. Longitudinal Weakened Plane Joints: Form longitudinal weakened plane joint by an approved continuous metal shield or asphalt impregnated felt strip placed continuously behind longitudinal float by a machine of the flex plane type.

H. Protection and Curing: Following requirements apply on alternate methods of curing. Cover concrete with burlap or cotton mats, when concrete has hardened sufficiently to prevent marring of surfaces, and keep wet continuously for 72 hours. Apply curing compound immediately after free water has disappeared and at rate specified. Keep polyethylene sheets or membrane curing film in place and intact for five days, in lieu of 72 hours wet curing. Cure concrete curbs and gutters to prevent checking while setting. After each day's run, barricade street. No wheeling will be

allowed on concrete during curing period. Do not open pavement to traffic until concrete is at least 10 days old. Clean off pavement and seal joints before opening pavement to any traffic. Polyethylene sheeting will be kept on the job site at all times to cover and protect pavement during adverse weather conditions. Concrete surface, which is still in a plastic state, shall be protected from adverse rainfall conditions so as not to impair the quality of the pavement surface.

- I. Removal and replacement of Deficient Concrete: REMOVE AND REPLACE with pavement of specified thickness. Length of pavement to be removed shall be to the nearest existing joint (Type A, C, or E) in both directions. Width of pavement to be removed shall be from the centerline of pavement to edge of pavement. Contractor shall saw completely through existing reinforcing steel at said joints, except at expansion joints. Prior to replacement of deficient concrete pavement, Contractor shall drill and dowel concrete pavement for 5/8-inch diameter reinforcing rods 30 inches long on 24 inch centers as shown on plans for TYPE E construction joint.

3.02 MEASUREMENT AND PAYMENT

- A. Measurement: "Concrete Pavement to be measured by square yard of surface area of completed and accepted pavement of thickness designated. Measurement to be made from back to back of curb. "Monolithic Concrete Curb and Gutter," "Concrete Curb," "Temporary Concrete Curb," and "Mountable Concrete Curb" of height designated will be measured by linear foot. "Driveway Turnout" will be measured by the square yard of surface area of completed and accepted turnout.
- B. Payment
 1. Adjustment of payment for acceptable pavement and replacement of faulty pavement to be in accordance with the following:
 - a. Thickness of pavement to be determined by measurement of cores taken prior to final acceptance, at such points as Engineer may select. 6-inch diameter cores taken at rate of at least one core per each 1,000 square yards of pavement. These initial cores to be paid for by owner.
 - b. Pavement of thickness within ¼-inch of designated thickness to be considered of satisfactory thickness, and to be paid for at Contract unit price.
 - c. Pavement of thickness less than thickness designated by more than ¼-inch, but less than ½-inch, to be considered of deficient thickness, and adjusted unit price to be used in payment. This price shall be one-half of the Contract unit price. Length of area of such deficient thickness to be determined by additional cores in each direction until cores are obtained which measure designated thickness. Width of such area to be entire width of pavement within length thus determined.
 2. Payment will not be made for pavement which is deficient in thickness by ½-inch or more. Length of area of such unsatisfactory thickness to be determined by additional cores taken at intervals of 10 feet along length of pavement in each direction until cores are obtained which have designated thickness less ½-inch. Width of such area to be entire width of pavement within length of such area to be

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determined. If deficiency in thickness is not more than $\frac{3}{4}$ -inch, Contractor may leave such pavement in place, relinquishing thereby any claim for compensation incurred in its construction. If deficiency in thickness is $\frac{3}{4}$ -inch or more remove, dispose and replace with pavement of specified thickness as described in paragraph 3.01.

3. No additional payment over Contract unit price to be made for pavement of thickness exceeding that required by PLANS.
4. Additional 6-inch diameter cores required determining areas of deficient thickness to be paid for by Contractor.
5. "Concrete Curb" to be paid for at Contract unit price.

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ITEM NO. K3109 - TRAFFIC AND ZONE MARKING PAINT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Extent of Work: This Item governs for pavement marking for roadways, crosswalks, parking lots, and other locations shown on PLANS.
- B. Work Specified Elsewhere: Striping location, color of paint, and length and width of stripe to be as shown on PLANS.

PART 2 - PRODUCTS

2.01 MARKING PAINT

Manufacturer: Mobil 18-W-7 white, 18-Y-7 yellow; Pittsburgh 11-3 white, 11-4 yellow.

PART 3 - EXECUTION

3.01 MARKING APPLICATION

- A. Surface Preparation: Surfaces to be thoroughly dry and free from dirt, loose paint, oil, grease, or other contaminants.

Remove dust or dirt by scrubbing brush or hosing. Paint only in dry weather.

- B. Application: Use brush, marking machine, roller, conventional or airless spray equipment. Spray equipment to be clean and free of all other previous paint and solvent to ensure proper application. Paint to be applied per paint manufacturer's recommendations with a minimum of 2.0 dry mil thickness. Traffic to not be allowed on striping until paint is completely dry.

3.02 MEASUREMENT AND PAYMENT

No separate payment for work performed under this item. Include cost of same in Contract prices for items of which this work is a component part.

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ITEM NO. K3114 - CONCRETE CURB AND GUTTER

PART 1 - GENERAL

1.01 DESCRIPTION

Furnish and install concrete curb and gutter, of cross section shown on PLANS, with or without reinforcing steel on an approved subgrade or foundation in accordance with lines and grades indicated on PLANS

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Concrete: Per Item "Concrete" or Concrete Construction" Class "A".
- B. Reinforcing Steel: Billet-steel bars, in accordance with ASTM A615-70, Grade 40, unless otherwise specified.
- C. Premolded Expansion Joint Filler: In accordance with ASTM D1752-67, Type II, unless otherwise specified.
- D. Membrane Curing Compound: Resin base compound, in accordance with ASTM C309-74, Type I with light red tint of fugitive dye or Type II, white pigmented.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

- A. Subgrade or Foundation: Excavate, shape and compact to line, grade, cross section and densities shown on PLANS. Maintain drainage of subgrade or foundation at all times. Test subgrade or foundation with approved template operated and maintained by Contractor. If dry, subgrade to be sprinkled lightly immediately prior to concrete being placed thereon.
- B. Formed Curb and Gutter
 - 1. Setting Forms: Set forms on compacted subgrade or foundation. Outside forms to be of wood or metal, straight, free of warp and of depth equal to curb and gutter. Forms to be securely staked to line and grade and maintained in true position during placement of concrete. Inside forms to be of such design to provide curb

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required and to be rigidly attached to outside forms. Mule of proper size and shape may be used in lieu of inside curb forms.

2. Concrete Placement

- a. Deposit concrete on compacted subgrade or foundation in such manner as to require as little rehandling as possible.
- b. Curb and gutter to be poured in sections of the lengths indicated on the PLANS. Each section to be separated by premolded joint of cross section specified for curb and gutter and of thickness indicated on PLANS.
- c. After concrete has been struck off and after it has become sufficiently set, expose surface to be thoroughly worked with wooden float. Exposed edges to be rounded by use of edging tool to radius shown on PLANS.

3. Removing Forms: Leave forms in place for at least 12 hours. Remove without injury to concrete. Point up all exposed honeycombed areas with approved mortar.

C. Extruded Curb and Gutter

1. Construct curb and gutter with standard extrusion machine.
2. Maintain top of curb grade from guideline set by Contractor from established survey marks. Unless otherwise specified, top of curb grade to parallel finished roadway surface grade or foundation grade. Continually check top of curb grade by means of gage or pointer attached to machine in such manner that comparison can be made between curb and guideline.
3. Curb and gutter outline to strictly conform to details shown on PLANS. Extruder to be readily adjustable vertically during forward motion of machine to provide required variable height of curb necessary to conform to established gradeline or curb dimensions, gutter depressions, etc.
4. Feed approved mix into machine in such a manner and at such constancy that finished curb and gutter will present well compacted mass with surface free from voids and honeycomb and true to established shape, line, and grade.
5. Perform additional surface finishing specified immediately after extrusion.
Construct specified joints to details shown on PLANS

- D. Expansion Joints: Place expansion joints of material specified where curb and gutter abuts drives, inlets, or other structures, at all curb returns and in all cases, at intervals not exceeding 40 feet in length.

- E. Mortar Finish: When required on PLANS, surface of curb to be plastered with mortar consisting of one part Portland cement and two parts fine aggregate. Mortar to be applied with template made to conform to curb and gutter dimensions as shown on PLANS. All exposed surfaces of curb and gutter to be brushed to smooth uniform surface.

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- F. Curing: Cure completed curb and gutter with specified membrane curing compound applied in accordance with manufacturer's recommendations. Apply membrane curing compound immediately after completion of all surface finishing and expansion joint installation.
- G. Backfill: Area behind curb and gutter to be backfilled to full height of concrete tamped and sloped as shown on PLANS.

3.02 Measurement and Payment

- A. Measure concrete curb and gutter by the linear foot of completed and accepted curb and gutter, complete in place and classified by size or type as indicated on PLANS.
- B. Pay for work performed and materials furnished as prescribed by this Item and measured as provided above at Contract unit price for "Concrete Curb and Gutter: of the type and size specified, which price to be full compensation for cleaning the subgrade or foundation, furnishing and applying curing compounds, mortar, adhesives, or other material; furnishing and placing reinforcing steel, if required, for placing joints in proper position, and for all manipulations, labor, equipment, appliances, tools, traffic provisions, and incidentals necessary to complete the work.

SECTION

III

CITY OF PORT ARTHUR, TEXAS
BID SHEET

BID FOR: Transit Facility Parking Lot

BID DUE DATE: September 7, 2016

ITEM #	DESCRIPTION	DAYS TO COMPLETE	TOTAL COST
1	TRANSIT FACILITY PARKING LOT		\$

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM

COMPANY NAME

STREET ADDRESS

SIGNATURE OF BIDDER

P.O. BOX

PRINT OR TYPE NAME

CITY STATE ZIP

TITLE

AREA CODE TELEPHONE NO

EMAIL

FAX NO.

SECTION

F

BUY AMERICA CERTIFICATION

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless 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 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

SECTION

G

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal 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 making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]*
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.*

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

SECTION

II

AFFIDAVIT

All pages in Offeror's Responses containing statements, letters, etc., shall be signed by a duly authorized officer of the company whose signature is binding.

The undersigned offers and agrees to one of the following:

_____ I hereby certify that **I do not have** outstanding debts with the City of Port Arthur. I further agree to pay succeeding debts as they become due.

_____ I hereby certify that **I do have** outstanding debts with the City of Port Arthur and agree to pay said debts prior to execution of this agreement. I further agree to pay succeeding debts as they become due.

_____ I hereby certify that **I do have** outstanding debts with the City of Port Arthur and agree to enter into an agreement for the payment of said debts. I further agree to pay succeeding debts as they become due.

Firm Name

Date

Authorized Signature

Title

Name (please print)

Telephone

Email

STATE: _____

COUNTY: _____

SUBSCRIBED AND SWORN to before me by the above named _____

on this the _____ day of _____, 20_____.

Notary Public

RETURN THIS AFFIDAVIT AS PART OF THE BID PROPOSAL

SECTION

1

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For Vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001 (1-a) with a local governmental entity and the person meets requirements under Section 176.006 (a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person who has a business relationship with local governmental entity.

2. Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of a local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government Officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4. _____
Signature of person doing business with the governmental entity Date

SECTION

J

GENERAL INFORMATION:

NOTE: It is extremely important that the Vendor, Bidder, and/or Contractor furnish the City of Port Arthur the required information specified in Bid or Proposal Specifications listed in this Bid Package.

All bids meeting the intent of this request for bid will be considered for award. BIDDERS TAKING EXCEPTION TO THE SPECIFICATIONS, OR OFFERING SUBSTITUTIONS, SHALL STATE THESE EXCEPTIONS BY ATTACHMENT AS PART OF THE BID. The absence of such a list shall indicate that the bidder has not taken exceptions and the City shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The City reserves the right to accept any and all or none of the exception(s)/substitutions(s) deemed to be in the best interest of the City of Port Arthur.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

BID AWARD: The City of Port Arthur will review all bids for responsiveness and compliance with these specifications. The award shall be made to the responsive, responsible bidder who submits the best value bid.

The City reserves the right to:

1. Reject any and all bids and to make no award if it deems such action to be in its best interest.
2. Award bids on the lump sum or unit price basis, whichever is in the best interest of the City.
3. Reject any or all bids and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of the City.
4. Award bids to bidders whose principal place of business is in the City of Port Arthur and whose bid is within 5% of the lowest bid price, as provided by Section 271.905 of the Texas Government Code. This does not apply to federally funded projects.

TERMINOLOGY: "Bid" vs. "Proposal"--For the purpose of this ITB, the terms "Bid" and "Proposal" shall be equivalent.

Bidders are cautioned to read the information contained in this ITB carefully and to submit a complete response to all requirements and questions as directed.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Port Arthur.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Be able to comply with the required or proposed delivery schedule.
2. Have a satisfactory record of performance.
3. Have a satisfactory record of integrity and ethics.
4. Be otherwise qualified and eligible to receive an award.
5. Be engaged in a full time business and can assume liabilities for any performance or warranty service required.
6. The City Council shall not award a contract to a company that is in arrears in its obligations to the City.
7. No payments shall be made to any person of public monies under any contract by the City with such person until such person has paid all obligations and debts owed to the City, or has made satisfactory arrangements to pay the same.

ADDENDA: Any interpretations, corrections or changes to the ITB and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Port Arthur Purchasing Manager. The City assumes no responsibility for the bidder's failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. It is the vendor's responsibility to check for any addendums that might have been issued before bid closing date and time.

PORT ARTHUR PRINCIPAL PLACE OF BUSINESS: Any bona fide business that claims the City of Port Arthur as its principal place of business must have an official business address (office location and office personnel) in Port Arthur, the principal storage place or facility for the equipment shall be in Port Arthur and/or the place of domicile for the principal business owner(s) shall be in Port Arthur or such other definition or interpretation as is provided by state law. Contractors outside the City of Port Arthur are allowed to bid.

PRICES: The bidder should show in the proposal both the unit price and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit price shall prevail.

PURCHASE ORDER: A purchase order(s) shall be generated by the City of Port Arthur to the successful bidder. The purchase order number must appear on all itemized invoices.

INVOICES: All invoices shall be mailed directly to the City of Port Arthur, Attn.:**Transit**, P.O. Box 1089, Port Arthur, Texas 77641.

PAYMENT: Payment will be made upon receipt of the original invoice and the acceptance of the goods or services by the City of Port Arthur, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. The City's standard payment terms are net 30, i.e. payment is due 30 days from the date of the invoice.

SALES TAX: The City of Port Arthur is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore the proposal shall not include Sales Tax.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Port Arthur, Texas, Jefferson County.

COMPLIANCE WITH LAWS: The Contractor shall comply with all applicable laws, ordinances, rules, orders, regulations and codes of the federal, state and local governments relating to performance of work herein.

INTEREST OF MEMBERS OF CITY: No member of the governing body of the City, and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and, the Contractor shall take appropriate steps to assure compliance.

DELINQUENT PAYMENTS DUE CITY: The City of Port Arthur Code of Ordinances prohibits the City from granting any license, privilege or paying money to any-one owing delinquent taxes, paving assessments or any money to the City until such debts are paid or until satisfactory arrangements for payment has been made. Bidders must complete and sign the AFFIDAVIT included as part of this ITB.

QUANTITIES: Quantities shown are estimated, based on projected use. It is specifically understood and agreed that these quantities are approximate and any additional quantities will be paid for at the quoted price. It is further understood that the contractor shall not have any claim against the City of Port Arthur for quantities less than the estimated amount.

SHIPPING INFORMATION: All bids are to be F.O.B., City of Port Arthur, Port Arthur, TX 77640

INCORPORATION OF PROVISIONS REQUIRED BY LAW: Each provision and clause required by law to be inserted into the Contract shall be deemed to be enacted herein and the Contract shall be read and enforced as though each were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted the Contract shall be amended to make such insertion on application by either party.

CONTRACTOR'S OBLIGATIONS: The Contractor shall and will, in good workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, in accordance with the provisions of this Contract and said specifications.

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

While the purpose of the specifications is to indicate minimum requirements in the way of capability, performance, construction, and other details, its use is not intended to deprive the City of Port Arthur the option of selecting goods which may be considered more suitable for the purpose involved.

In the event of conflicts between the written bid proposal and information obtained verbally, the vendor is specifically advised that the written bid proposal will prevail in the determination of the successful bidder.

Under the Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

TERMINATION FOR CONVENIENCE: The City may terminate this contract at any time giving at least thirty (30) days notice in writing to the Contractor. If the Contract is terminated by the City as provided herein, the Contractor will be paid for the service that it has performed up to the termination date. If this contract is terminated due to fault of the Contractor, the previous paragraph hereof relative to termination shall apply.

RELEASES AND RECEIPTS: The City of Port Arthur before making payments may require the Contractor to furnish releases or receipts for any or all persons performing work and supplying material or service to the Contractor, or any sub-contractors for work under this contract, if this is deemed necessary to protect its interests.

CARE OF WORK: The Contractor shall be responsible for all damages to person or property that occurs as a result of his fault or negligence in connection with the work performed until completion and final acceptance by the City.

SUB-CONTRACTS: The Contractor shall not execute an agreement with any sub-contractor or permit any sub-contractor to perform any work included in this Contract until he has received from the City of Port Arthur written approval of such agreement.

INSURANCE: All insurance must be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by Owner. The Contract shall, at his own expense, purchase, maintain and keep in force insurance that will protect against injury and/or damages which may arise out of or result from operations under this contract, whether the operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, of the following types and limits

1. Standard Worker's Compensation Insurance:
2. Commercial General Liability occurrence type insurance City of Port Arthur, its officers, agents, and employees must be named as an additional insured):
 - a. Bodily injury \$500,000 single limit per occurrence or \$500,000 each person/\$500,000 per occurrence for contracts of \$100,000 or less; or Bodily injury \$1,000,000 single limit per occurrence or \$500,000 each person /\$1,000,000 per occurrence for contracts in excess of \$100,000; and,
 - b. Property Damage \$100,000 per occurrence regardless of contract amount; and,
 - c. Minimum aggregate policy year limit of \$1,000,000 for contracts of \$100,000 or less; or, Minimum aggregate policy year limit of \$2,000,000 for contracts in excess of \$100,000.
3. Commercial Automobile Liability Insurance (Including owned, non-owned and hired vehicles coverage's).
 - a. Minimum combined single limit of \$500,000 per occurrence, for bodily injury and property damage.
 - b. If individual limits are provided, minimum limits are \$300,000 per person, \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

Contractor shall cause Contractor's insurance company or insurance agent to fill in all information required (including names of insurance agency, contractor and insurance companies, and policy numbers, effective dates and expiration dates) and to date and sign and do all other things necessary to complete and make into valid certificates of insurance and pertaining to the above listed items, and before commencing any of the work and within the time otherwise specified, Contractor shall file completed certificates of insurance with the Owner.

None of the provisions in said certificate of insurance should be altered or modified in any respect except as herein expressly authorized. Said CERTIFICATE OF INSURANCE Form should contain a provision that coverage afforded under the policies will not be altered, modified or canceled unless at least fifteen (15) days prior written notice has been given to the City of Port Arthur. Contractor shall also file with the City of Port Arthur valid CERTIFICATE OF INSURANCE on like form from or for all Subcontractors and showing the Subcontractor (s) as the Insured. Said completed CERTIFICATE OF INSURANCE Form (s) shall in any event be filed with the City of Port Arthur not more than ten (10) days after execution of this Contract.

NOTICE TO PROCEED: Notice to Proceed shall be issued within ten (10) days of the execution of the Contract by OWNER. Should there be any reasons why Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between OWNER and CONTRACTOR.

CELL PHONE OR PAGER: The Contractor must have a working cell phone or pager available Monday through Friday from 8:00 a.m. to 5:00 p.m. so that the City will be able to contact the contractor.

WAGES & SALARIES: Attention is particularly called to the requirement of not paying less than the prevailing Davis Bacon Related Acts (DBRA) wage rates specified in the Contract Documents. These rates are minimums to be paid during the life of the contract. It is therefore the responsibility of the Bidder to inform themselves as to local labor conditions.

Attention is called to the requirement that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age or national origin.

INDEMNIFICATION: The CONTRACTOR shall defend, indemnify, and hold harmless the OWNER and the Engineer and their respective officers, agents, and employees, from and against all damages, claims, losses, demands, suits, judgments, and costs, including reasonable attorney's fees and expenses arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:

Is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from.

Is caused in whole or in part by any negligent act or omission of the CONTRACTOR, or Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The obligation of the CONTRACTOR under this Paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, reports, surveys, Change Orders, designs or Specifications, or the giving of or the failure to give directions or instructions by the Engineer, his agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

DELAYS: The CONTRACTOR shall receive no compensation for delays or hindrances to the work, except when direct and unavoidable extra cost to the CONTRACTOR is caused by the failure of the CITY to provide information or material, if any, which is to be furnished by the CITY. When such extra compensation is claimed, a written statement thereof shall be presented by the CONTRACTOR to the Engineer and, if by him found correct, shall be approved and referred by him to the Council for final approval or disapproval; and the action thereon by the Council shall be final and binding. If delay is caused by specific orders given by the Engineers to stop work, or by the performance of extra work, or by the failure of the CITY to provide material or necessary instructions for carrying on the work, then such delay will entitle the CONTRACTOR to an equivalent extension of time, his application for which shall, however, be subject to the approval of the City Council; and no such extension of time shall release the CONTRACTOR or the Surety on his performance bond from all his obligations hereunder which shall remain in full force until the discharge of the Contract.

MAINTENANCE OF WORK: After approval of final payment and prior to expiration of one (1) year after date of Substantial Completion or such longer period as may be prescribed by law or by any applicable special guarantee required by the Contract Documents, any work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with the OWNER'S written instructions, correct such defective work. If CONTRACTOR does not promptly comply with such instructions, OWNER may have such defective work corrected and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

ANTITRUST: CONTRACTOR hereby assigns to OWNER any and all claims for overcharges associated with this Contract which arise under the anti-trust laws of the United States, 15 U.S.C.A. Sec. 1, et seq. (1973).

DELAY, DISRUPTION OR OTHER CLAIMS: Any claim by the CONTRACTOR for delay, disruption or any other claim shall be based on a written notice delivered to the CITY and to the ENGINEER promptly (but in no case later than ten (10) calendar days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Within ten (10) calendar days of delivering said notice, the CONTRACTOR shall deliver to the CITY and to the ENGINEER notice of the amount of the claim and specific and detailed support documentation and data on the impact claimed. Further, the CONTRACTOR shall furnish on a continuing basis all of the documents that in any way are purported to support the damages, costs, expenses and impact of the claim event. The CONTRACTOR'S failure to fully comply with any of these requirements with respect to any claim shall constitute a complete and final waiver of said claim.

MUTUAL RESPONSIBILITY OF CONTRACTOR'S: If, through acts of neglect on the part of the CONTRACTOR, any other CONTRACTOR or any Subcontractor shall suffer loss or damage on the work, the CONTRACTOR agrees to settle with such other CONTRACTOR or Subcontractor by agreement or arbitration if such other CONTRACTOR Subcontractor will so settle. If such other CONTRACTOR or Subcontractor shall assert any claim against the OWNER on account of any damage alleged to have been sustained, the OWNER shall notify the CONTRACTOR, who shall indemnify and safe harmless the OWNER against any such claim.

BID SECURITY AND LIQUIDATED DAMAGES

Bids shall be accompanied by a bid guarantee of not less than five percent (5%) of the amount of the total bid which shall be a Certified Check or Cashier's check payable without recourse to the City of Port Arthur, or a bid bond with corporate surety authorized to conduct business in Texas. Said security shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw *his bid within thirty (30) days* after the date of the opening of the bids; that if a bid is accepted, the bidder will enter into a formal Contract with the OWNER, furnish bonds and insurance as may be required and commence work at the specified time, and that in the event of the withdrawal of said bid within said period, or the failure to enter into said Contract, furnish said bonds and insurance and commence work within the time specified, the Bidder shall be liable to the OWNER for the difference between the amount specified in the bid in the amount for which the OWNER may otherwise procure the required work. Checks of all except the three lowest responsible Bidders will be returned when award is made; when the Contract is executed, the checks of the two remaining unsuccessful bidders will be returned; that of the successful Bidder be returned when formal Contract, bonds and insurance are approved, and work has commenced within the time specified.

The Bidder to whom the award is made shall execute and return the formal Contract with the OWNER and furnish Performance and Payment Bonds and required Insurance Documents within ten (10) days after the prescribed forms are presented to him for signature. Said period will be extended only Upon written presentation to the OWNER, within said period, of reasons which the sole discretion of the OWNER, justify an extension. If said Contract, bonds and insurance Documents are not received by the OWNER within said period or if work has not been commenced within the time specified, the OWNER may proceed to have the work required by the Plans and Specifications performed by any means at its command, and the bidder shall be liable to the CITY for any excess cost to the OWNER over bid amount. Further, the bid guarantee shall be forfeited to the CITY as liquidated damages and Bidder shall liable to the City for an additional amount of five percent (5%) of the bid amount as liquidated damages without limitation.

The OWNER, within ten (10) days of receipt of acceptable Performance and Payment insurance, Documents and Contract signed by Bidder to whom Contract was awarded, shall sign and return executed duplicate of the Contract said party. Should OWNER not execute the Contract within such period, the Bidder may, by written Notice to OWNER, withdraw his signed Agreement.

PERFORMANCE AND PAYMENT BOND REQUIREMENTS: *Per Government Code Chapter 2253.*
Bonds. If the contract exceeds fifty thousand dollars (\$50,000) a payment bond is required. If the contract exceeds one hundred thousand dollars (\$100,000) a performance bond is required. Performance and Payment Bonds shall be furnished on prescribed forms in the amount of one hundred percent (100%) of the contract price with corporate surety duly authorized to do business in the State of Texas. Attorneys-in-fact who sign Bonds must file with each bond a certified and effective date copy of their Power of Attorney.

SECTION

K

**CITY OF PORT ARTHUR, TEXAS
ADVERTISEMENT FOR BIDS**

NOTICE IS HEREBY GIVEN THAT sealed Bids, addressed to the City of Port Arthur, will be received at the Office of the City Secretary, City Hall, 444 4th Street, or P. O. Box 1089, Port Arthur, Texas, 77641, **no later than 3:00 p.m. Wednesday, September 7, 2016**; and all bids received will thereafter be opened and read aloud at 3:15 p.m. on **Wednesday, September 7, 2016** in the City Council Chambers, 5th Floor, City Hall, Port Arthur, Texas, for certain services briefly described as:

CONSTRUCTION OF TRANSIT FACILITY PARKING LOT

A Cashier's Check or Certified Check, payable without recourse to the order of the City of Port Arthur, or a Bid Bond with corporate surety authorized to conduct business in Texas, in an amount no less than 5% of total bid, must accompany the bid as a guarantee that, if awarded the contract, the vendor will perform work and execute the Bonds in the forms provided as outlined in the specifications and instructions to bidders.

NON-MANDATORY PRE-BID MEETING IS SCHEDULED FOR 10:00 A.M. ON THURSDAY, SEPTEMBER 1, 2016 IN THE 5TH FLOOR COUNCIL CHAMBERS OF CITY HALL, 444 4TH STREET, PORT ARTHUR, TEXAS.

Copies of the Specifications and other Contract Documents are on file in the Purchasing Office, 444 4th Street, City of Port Arthur, and are open for public inspection without charge. They can also be retrieved from the City's website at www.portarthur.net or www.publicpurchase.com.

The City of Port Arthur reserves the right to reject any and all bids and to waive informalities.

Per Chapter 2 Article VI Sec. 2-262(C) of the City's Code of Ordinance, the City Council shall not award a contract to a company that is in arrears in its obligations to the City.

Clifton Williams
Acting Purchasing Manager

FIRST PUBLICATION: SUNDAY, AUGUST 21, 2016

SECOND PUBLICATION: SUNDAY, AUGUST 28, 2016

SECTION

L

**CITY OF PORT ARTHUR, TEXAS
STANDARD FORM OF AGREEMENT**

THIS AGREEMENT made this _____ day of _____ in the year **2016**, by and between the City of Port Arthur, a legal entity organized and existing in the State of Texas, hereinafter designated as the Owner, and _____, hereinafter designated as the Contractor. The Owner and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. THE WORK

The Contractor shall complete the Work as specified or indicated under the demolition and asbestos specifications of the Owner's Contract Documents entitled:

CONSTRUCTION OF TRANSIT FACILITY PARKING LOT

ARTICLE 2. TIME OF COMMENCEMENT OF COMPLETION

The Work to be performed under this Contract shall be commenced on the date specified by the Owner in the Notice to Proceed and the Work shall be fully completed within _____ () calendar days after the date of commencement of the Work.

The Owner and the Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not completed within the time specified in this Article 2, herein, plus any extensions thereof allowed by the City. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the Owner the sum of \$500.00 for each calendar day that expires after the time specified in this Article 2, herein.

ARTICLE 3. CONTRACT PRICE

The Owner shall pay the Contractor for the completion of the Work in accordance with the Contract Documents in current funds the Contract Price(s), _____
and _____ cents (\$ _____).

ARTICLE 4. THE CONTRACT DOCUMENTS

The Contract Documents also consist of: this Agreement, Asbestos or Technical Specifications, Demolition, and all Change Orders and Work Directive Changes which may be issued subsequent to the Effective Date of the Agreement and are not attached hereto.

ARTICLE 5. PAYMENT PROCEDURES

Payment will be made in full when all of the work is completed and approved by City staff with provision for damages in accordance with Article 2 of this Agreement.

ARTICLE 6. NOTICES

Whenever any provision of the Contract Documents requires the giving of written Notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the Notice.

ARTICLE 7. MISCELLANEOUS

The contractor shall comply with State law as to licensing on asbestos abatement and disposal.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The Owner and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the Owner and the Contractor have caused this Agreement to be executed the day and year first written above.

CITY OF PORT ARTHUR:

CONTRACTOR:

Signature

By: _____
Brian McDougal
City Manager

By: _____
Printed Name/Title

Attest: _____

Attest: _____

Date: _____

Date: _____

SECTION

M

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: _____ Date Organized: _____

Address: _____ Date Incorporated _____

Number of Years in contracting business under present name _____:

CONTRACTS ON HAND:

Contract	Amount \$	Completion Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

Type of work performed by your company: _____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
_____	_____	_____
_____	_____	_____
_____	_____	_____

Major equipment available for **this** contract: _____

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: \$ _____ Bank reference: _____

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the _____ in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this _____ day of _____, 20__.

By:(signature) _____ Title: _____

(print name) _____

SECTION

11

SECTION

0

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____ as PRINCIPAL, and _____, as SURETY are held and firmly bound unto _____ hereinafter called the "Owner", in the penal sum of _____ Dollars, (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated _____, for _____

NOW, THEREFOR, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

Attest: _____ (SEAL)
By: _____ (SEAL)
Affix
Corporate
Seal

Attest: _____
By: _____
Affix
Corporate
Seal

Attest: _____
By: _____

Countersigned

By _____

* Attorney-in-Fact, State of _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____, Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for and in behalf of said corporation by authority of this governing body.

Corporate
Seal

Title: _____

* Power-of-attorney for person signing for surety company must be attached to bond.

SECTION

P

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor or Company)

(Address)

a _____, hereinafter called Principal,
(Corporation / Partnership)

and _____
(Name of Surety Company)

(Address)
hereinafter called Surety, are held and firmly bound unto

(Name of Recipient)

(Recipient's Address)

hereinafter called OWNER, in the penal sum of \$ _____

Dollars, \$ _____ in lawful money of the United States, for this payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONFIDENTIALITY OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

(Project Name)

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counter-parts, each on of
(Number)
which shall be deemed an original, this the _____ day of _____.

ATTEST:

(Principal)

(Principal Secretary) By _____ (s)

(SEAL)

(Witness as to Principal) (Address)

(Address)

ATTEST:

(Surety)

(Witness as to Surety) By _____
(Attorney in Fact)

(Address) (Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

SECTION

Q

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____ (Name of Contractor or Company)

_____ (Address)

a _____ hereinafter called Principal, and

_____ (Name of Surety Company)

_____ (Address)

hereinafter called Surety, are held and firmly bound unto

_____ (Name of Recipient)

_____ (Recipient's Address)

hereinafter called OWNER, in the penal sum of \$ _____ Dollars (\$ ____) in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the _ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts,
each one of which shall be deemed an original, this the _____ day of ____
_____.

ATTEST: _____
(Principal)

(Principal Secretary) By _____(s)

(SEAL)

(Witness as to Principal) (Address)

(Address) _____

ATTEST: _____
(Surety)

(Witness as to Surety) By _____
(Attorney in Fact)

(Address) (Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

SECTION

R

FEDERAL CLAUSES

1. **FLY AMERICA REQUIREMENTS**

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S 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 U.S. 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 agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. **BUY AMERICA REQUIREMENTS**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless 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 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

3. **CARGO PREFERENCE REQUIREMENTS**

Use of United States-Flag Vessels - The contractor agrees: a. *to use* privately owned United States-Flag commercial vessels to ship at least 50 percent 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 United States-Flag commercial vessels; b. *to furnish within* 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo *described in the preceding paragraph* to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (*through the contractor in the case of a subcontractor's bill-of-lading.*) c. *to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.*

4. **SEISMIC SAFETY REQUIREMENTS**

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 Seismic Safety Regulations 49 CFR 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

5. **ENERGY POLICY AND CONSERVATION ACT**

The Contractor shall recognize mandatory standards and policies relating to energy efficiency contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.).

6. **CLEAN WATER ACT**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

7. **RESTRICTIONS ON LOBBYING**

(a) The Contractor shall timely comply with the requirements of the lobbying restrictions set forth in Section 319 of Public Law 101-121, as implemented by the Department of Transportation in 49 C.F.R. Part 20, and as those authorities may be hereafter amended.

(b) If a Standard Form LLL, "Disclosure Form to Report Lobbying," is required to be completed by the Contractor or subcontractor at any tier, such disclosure form shall be furnished to the Authority.

8. **ACCESS TO RECORDS**

The following access to records requirements apply to this Contract:

- Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49

C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

- Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Contract	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I. State Grantees	a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
	b. Contracts above \$100,000/Capital Projects	None unless non-competitive award	Those imposed on state pass thru to Contractor	Yes, if non-competitive award or if funded thru 25307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
II. Non State Grantees	a. Contracts below SAT (\$100,000)	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
	b. Contracts above \$100,000/Capital Projects	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes

Sources of Authority

1. 49 USC 5325 (a)
2. 49 CFR 633.17
3. 18 CFR 18.36 (i)

9. **FEDERAL CHANGES**

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

10. **CLEAN AIR**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

11. **RECYCLED PRODUCTS**

Recovered Materials - 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.

12. **DAVIS-BACON ACT (40 USC § 3141-3148 (2002))**

(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 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 the 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 CFR Part 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 classifications 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 the contractor and its subcontractors 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, including helpers, 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.

(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, U.S. Department of Labor, 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.

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

(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 this 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, the 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 the 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 been 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.

(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.

(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.

(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 [*insert name of grantee*] 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 subcontractor 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, the [*insert name of grantee*] 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 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 CFR 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 cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the [*insert name of grantee*] for transmission to the Federal Transit Administration. 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 Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

1. (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. (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 permissible deductions as set forth in Regulations, 29 CFR part 3;
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.

(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.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor 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 subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency 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 to make such records available may be grounds for debarment action pursuant to 29 CFR 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 the contractor as to the entire work force 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 the contractor's or subcontractor'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 journeymen 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, fringes 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 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) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor 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 this 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 the contractor (or any of its subcontractors) 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 5.12(a)(1).

(ii) No part of this contract shall be subcontracted 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 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

13. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION**

1. **Overtime requirements** - No contractor or subcontractor 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 workweek in which he or she is employed on such work to work in excess of forty hours in such workweek 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 forty hours in such workweek.

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 subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States 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 workweek of forty 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 (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

14. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

1. The Purchaser 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 Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

15. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

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 C.F.R. 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 the 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 of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the 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.

16. **DEBARMENT & 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 contractor, 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 **{insert agency name}**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **{insert agency name}**, 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.

17. **PRIVACY ACT**

1. Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract: The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

18. **CIVIL RIGHTS**

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 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, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 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. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. 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, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, 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.
 2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 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.
 3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties

19. **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

- a) It is the policy of the Authority and the Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 C.F.R. Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this contract. Consequently, the DBE requirements of 49 C.F.R Part 26 applies to this contract.
- b) The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The requirements of 49 C.F.R. Part 26, and the Authority's DOT approved Disadvantaged Business Enterprise (DBE) program are incorporated in this contract by reference. Failure by the Contractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy, as the Authority deems appropriate.

20. **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E 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 shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.