



# *The Woodlands Township*

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**Invitation for Bid  
Construction of Four Trolley Stops  
Contract #: C-2022-0482**

**SCOPE:** The Woodlands Township is requesting bids for the construction of four (4) trolley stops surrounding the Town Center in The Woodlands, TX. Project includes all materials, labor, and fees to complete construction and renovation of the trolley stops as the project as outlined in the plan.

<b>Pre-Bid Meeting at 10:00 a.m. CST</b>	<b>February 1, 2023</b>
<b>Deadline for Written Questions at 5:00 p.m. CST</b>	<b>February 10, 2023</b>
<b>Bids Due by 2:00 p.m. CST at 2801 Technology Forest Blvd, The Woodlands, TX 77381</b>	<b>February 24, 2023</b>

### Standards and Specifications

Bidder shall **complete every space** in the bidder proposal column with either **signed initials** to indicate the item being bid is exactly as specified, or a description to indicate any deviation of item being bid from the specifications. Bidder may submit additional information explaining any proposed deviation.

1	INSTRUCTIONS	Bidders Initials
1.1	<p>A mandatory pre-bid meeting will be held at 10:00 a.m. CST on February 1, 2023, via Microsoft TEAMS. <a href="#">Click here to join the meeting.</a></p> <p>Meeting ID: 220 786 968 290            Passcode: A2K7da  <a href="#">Download Teams</a>   <a href="#">Join on the web</a></p> <p><b>Join with a video conferencing device</b>  <a href="mailto:581931176@t.plcm.vc">581931176@t.plcm.vc</a>            Video Conference ID: 118 768 052 6  <a href="#">Alternate VTC instructions</a></p>	
1.2	All email correspondence should be referenced <b>“IFB – Construction of Four Trolley Stops C-2022-0482”</b> in the subject line.	
1.3	<p><b>INTERPRETATIONS AND ADDENDA-</b> All questions about the meaning or intent of the Bidding Documents and the Contract Documents shall be submitted in writing to Ruthanne Haut, at <a href="mailto:rhaut@thewoodlandstowship-tx.gov">rhaut@thewoodlandstowship-tx.gov</a>. Interpretations, questions, or clarifications will be considered by the Township and if necessary, be responded to by issuance of an Addendum. <b>All questions are to be received no later than February 10, 2023 at 5:00 p.m. CST.</b> Only answers issued by Addenda will be binding. All addendums will be posted on The Woodlands Township website <a href="http://www.thewoodlandstowship-tx.gov/bids">http://www.thewoodlandstowship-tx.gov/bids</a></p>	
1.4	<p><b>Sealed bids</b>, addressed to The Woodlands Township, 2801 Technology Forest Drive, The Woodlands, Texas 77381, Attention: Ruthanne Haut, must be received at the above address no later than <b>February 24, 2023 at 2:00 p.m. CST</b> for furnishing all labor, materials, supplies, equipment, licensing, supervision and performing all work necessary based on the bid documents in The Woodlands Township, Montgomery County, Texas. Bids shall be submitted in duplicate, in sealed envelopes using the blank Proposal forms furnished with this bid package. Electronic bids may be accepted, however, such method does not ensure receipt. Late submittals will be rejected without consideration.</p>	
1.5	Each sealed envelope containing the bid(s) must be clearly marked on the outside <b>“BID for Construction of Four Trolley Stops C-2022-0482”</b> and the envelope should bear on the outside the name of the bidder and company address.	
1.6	All companies bidding on this project must include the information outlined in the <b>ITEMS TO BE INCLUDED IN BID SUBMITTAL</b> such as bid checklist, bid bond, statement of qualifications, list of subcontractors, references, license requirements, insurance requirements, and other items requested in this bid document.	
1.7	All Bids must be made on the required <b>BID TABULATION FORM</b> . All blanks spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Bidder shall <b>complete every space</b> in the bidder’s initials column	

	with either the bidder's initials to acknowledge and indicate the item is being bid exactly as specified or a notation and/or description, which can be attached, to indicate any deviation of item being bid from the specifications. Failure to submit a bid price for any subsection of a given project may result in rejection of the bid as unqualified or incomplete.	
1.8	<b>References</b> - Bidder is required to submit three (3) references with addresses and contact information of previous projects of similar or like nature that the vendor has provided to similar clients within the past two (2) years.	
1.9	<b>FTA Clauses</b> - Contractor must review, acknowledge, and abide by the rules and regulations set forth by the FTA. Applicable regulations are listed in Exhibit G.	
1.10	<b>Bid Bond</b> -All bids shall be accompanied by a cashier's check, or certified check drawn upon a National or State bank, in the amount of 2% of the value of the bid, payable to The Woodlands Township, or a Bid Bond in the same amount, from a Surety Company licensed in the State of Texas, as a guarantee that the bidder will enter into a contract.	
1.11	<b>Performance/Payment Bond</b> -Contractor is required to provide The Woodlands Township a performance/payment bond in the full amount of the contract prior to the commencement of work, with premiums fully paid in advance by the contractor. The bonds will be on forms and drawn on sureties acceptable to The Woodlands Township and are included in the total project cost (s). See attached for sample of Performance Bond.	
1.12	All companies bidding on this project must include the information outlined in the <b>BID SUBMISSION CHECKLIST</b> , Exhibit I, such as bid bond, statement of qualifications, list of subcontractors, references, list of proposed equipment, licenses, insurance requirements, and other items requested in this bid document.	
<b>2</b>	<b>LAWS, REGULATIONS, AND INSURANCE</b>	<b>Bidders Initials</b>
2.1	Please be advised that in accordance with State of Texas Local Government Code Chapter 176, Bidder must submit Form Conflict of Interest Questionnaire (Exhibit B).	
2.2	In compliance with State of Texas Government Code, Section 2252.908, the successful business entity awarded a contract by the Board of Directors of The Woodlands Township must complete Form 1295 – "Certificate of Interested Parties" – and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at <a href="http://www.ethics.state.tx.us">www.ethics.state.tx.us</a> .	
2.3	At Contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state and local and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain any and all permits, licenses and consents as may be necessary in connection therewith.	
2.4	Contractor shall furnish to The Township copies of said licenses, permits prior to the commencement of any work hereunder.	
2.5	Contractor shall provide The Woodlands Township acceptable proof of insurance and endorsement forms which meets the requirements as identified herein. Proof of Insurance must be provided before any Work is to begin.	
2.6	This project has been funded in part utilizing federal funding through the Federal Transit Administration (FTA).	
2.7	There is a DBE contract goal of 5.0% on this project. This is a goal, not a requirement. Bids will not be evaluated on their DBE participation percentage. More information regarding DBE, see Exhibit G.	

3	GENERAL STANDARDS & SPECIFICATIONS	Bidders Initials
3.1	The Woodlands Township reserves the right to reject any or all bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional bids and to reject the bid of any bidder if The Woodlands Township believes that it would not be in the best interest of the project, the Township or the government of the United States of America per Federal Transportation Administration (FTA) regulations to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by The Woodlands Township.	
3.2	The Woodlands Township also reserves the right to waive all informalities and defects in the bids and the bidding process not involving price, time of submittal or changes in the work and to negotiate contract terms with the successful bidder. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words. In case of ambiguity or lack of clarity in stating the prices in the bid, The Woodlands Township reserves the right to consider the most advantageous bid thereof or to reject the bid.	
3.3	Bidders should carefully examine the bid documents, specifications and other documents, visit the sites of the work, field verify quantities and fully inform themselves as to all conditions and matters which can in any way affect the work or the cost thereof. Should a bidder find discrepancies in or omissions from specifications, or other documents, or be in doubt as to their meaning, he should at once notify The Township and obtain clarification prior to submitting a bid.	
3.4	Addenda to the specifications shall be considered part of the contract documents. Bidder shall acknowledge receipt of addenda on the Bid Proposal Form. Oral and other interpretations or clarifications will be without legal effect.	
3.5	Any qualification or exception submitted by the contractor pertaining to the specifications and bid items may be cause for rejection of bid. (A conditional bid may be cause for rejection.)	
3.6	The Contractor's bid shall include unit prices as outlined in the Bid Tabulation. Quantities required and listed are substantially correct, but The Woodlands Township reserves the right to increase and/or decrease the amount of work to be done by any amount at the same unit cost bid.	
3.7	There will be no public opening of sealed bids; however, bid tabulations and related bid documents containing non-proprietary information will be released once the Board of Directors has reviewed and approved them.	
3.8	ANY ALTERATIONS, ADDITIONS OR DELETIONS, TO EITHER THE INSTRUCTIONS TO BIDDERS, OR THE PROPOSAL FORM SHALL CONSTITUTE THE BID(S) AS UNACCEPTABLE.	
3.9	The prospective Contractor shall be familiar with the work site, the existing conditions, and the amount and kind of work to be performed. No additional compensation shall be made by reason of any misunderstanding or error regarding the conditions at the work site or the amount and kind of work to be performed. Submission of bid shall be evidence that the Contractor understands and undertakes to comply with these requirements if awarded the contract.	

3.10	Bid prices shall be firm 120 days from bid opening.	
3.11	Evaluation of bid considers the following considerations: price, quality, and vendor's experience.	
3.12	<p>The following exhibits are within this document:</p> <ul style="list-style-type: none"> <li>Exhibit A - Site Survey Certification</li> <li>Exhibit B - Conflict of Interest Questionnaire</li> <li>Exhibit C - References</li> <li>Exhibit D - Statement of Qualifications</li> <li>Exhibit E - Subcontractors</li> <li>Exhibit F - Insurance Requirements</li> <li>Exhibit G - Federally Required Contract Clauses</li> <li>Exhibit H - Bidder Pre-Award Certifications</li> <li>Exhibit I - Bid Submission Checklist</li> <li>Exhibit J - Bid Bond Sample</li> </ul>	

## General Specifications and Acknowledgment

***Bidder shall complete every space*** in the bidder proposal column with either a check mark to indicate the item being bid is exactly as specified or a description to indicate any deviation of item being bid from the specifications.

Item #	Description of Requirements	Bidder's Initials
1	The Contractor will furnish all necessary labor, materials, equipment, services, transportation, insurance and daily expenses to meet the requirements of this scope of work and specifications. Prices shall be inclusive of all costs. No equipment, material or personnel shall be provided by The Woodlands Township to Contractor.	
2	Contractors are required to visit the site to have an understanding the project, including access and egress. A site visitation form must be signed and included with the bid submission (Exhibit A).	
<b>Working in The Woodlands</b>		
3	Contractors shall understand that one of the main emphases of this community is the preservation of the natural existing environment-that is the trees, bushes, wildflowers and wildlife, and to enhance it by additional landscaping and the development of the lakes and open space. No one can replace what nature has created, and to preserve this beauty The Woodlands Township expects contractor cooperation. No trees, shrubs or vegetation should be unnecessarily removed or damaged. No trash, lumber, etc. can be dumped in the woods. No vehicles, etc. can be parked except in designated areas assigned by the Project Manager.	
<b>General Specifications</b>		
4	A "working day" is defined as any day, not legal holidays, in which weather or other conditions not under the control of the Contractor will permit construction of the principle units of the Work for a continuous period of not less than seven (7) hours during the twelve (12) hours between 7:00 AM and 7:00 PM. Work shall not be permitted on Sundays. A "calendar day" is defined as any day indicated on the calendar, including Saturdays, Sundays and holidays.	
5	Each employee will be identified by a company uniform (shirt, pants and cap) and vehicles will be clean and all marked with company name.	
6	Safety of residents and visitors is of the utmost importance. It will be the contractor's responsibility to secure areas where the work is taking place.	
7	Contractor shall behave and operate in an environmentally sound and professional way, as to not create damage or cause exposure by virtue of negligence or omission.	
8	Contractor is responsible for repairing any damage to facilities, grounds or landscape that occurred as a result of the work.	
9	Equipment must be well maintained and in good condition.	
<b>Contractor's Responsibility</b>		
10	Contractor is responsible for locating all utilities prior to construction and providing written notification to owner prior to construction.	
11	Contractor is responsible for repairing any damage to facilities, fixtures, grounds, landscape or any vehicles parked at the facilities that occurred because of the contractor performed work.	
12	Contractor is responsible for the location of Right of Way and surrounding property lines to maintain that all construction will be contained wholly within the project boundaries.	
13	Contractor is responsible for maintaining perimeter safety in and around the work area while	

	work is being performed.	
14	Contractor is responsible for the legal disposal and cost of debris removal.	
15	The Contractor shall coordinate use of premises under direction of the Township's representative or Township designee. The Contractor shall assume full responsibility for the protection and safekeeping of products for this project and shall not store any materials on job site.	
16	Contractor shall verify all field conditions with The Woodlands Township.	
17	All construction management and administration shall be included.	
18	Contractor is responsible for maintaining a clean and safe construction area with suitable barriers to keep the public out of the area during construction.	
19	Contractor shall provide all labor, materials, equipment, and supervision necessary for construction and renovation of four (4) trolley stops surrounding the Woodlands Town Center. For detailed information, see the attached document labeled "Construction Plans for Landscape & Hardscape to Serve The Woodlands Trolley Stops" and "Bid Documents and Technical Specifications for Construction", developed by LJA Engineering, dated January 2023.	
20	Contractor must ensure user's safety when performing services in and around location. The contractor shall be responsible to secure area where work is taking place and for coordination of all work so as not to create any undue interruptions of the normal operation of the area.	
<b>Insurance and Taxes</b>		
21	<b>THIS IS A TAX-EXEMPT CONTRACT.</b> No taxes shall be included in the bid price since The Woodlands Township is exempt from all sales tax. The Woodlands Township will provide selected vendor applicable proof of sales tax exemption who may then issue a resale certificate to suppliers and subcontractors.	
22	Contractor shall provide The Woodlands Township proper and verifiable of insurance and endorsement forms which meets the requirements as identified herein. Proof of Insurance must be provided before any Work is to begin.	
<b>Communication</b>		
23	Bidder shall be capable of receiving communication and orders by web, e-mail, and via phone call/message. Contractor(s) are expected to be in daily contact (email and phone) and weekly meetings with appointed project manager for The Woodlands Township. Additional meetings may be required between contractors selected regarding project related issues.	
<b>Bonds</b>		
24	A Bid Bond is required for this project. All bids shall be accompanied by a cashier's check, or certified check drawn upon a National or State bank, in the amount of 2% of the total bid amount of the contract (inclusive of all Bid Alternates), payable to the Township, or a bid bond in the same amount, from a reliable surety company, as a guarantee that the bidder will enter into a contract.	
25	Contractor is required to provide The Woodlands Township a payment bond in the full amount of the contract prior to the commencement of work, with premiums fully paid in advance by the contractor. The bonds will be on forms and drawn on sureties acceptable to The Woodlands Township and are included in the total project cost (s).	
<b>Sub-contractors</b>		
26	All construction shall be performed by the approved contractor or sub-contractor. A list of sub-contractors shall be submitted with the bid. If no sub-contractors are outlined in the proposal, no substitutions of sub-contractors will be permitted.	
<b>Compliance with Laws</b>		

27	At Contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state, local, Americans with Disabilities Act, Federal Transportation Administration including Section 9 below, and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain any and all permits, licenses, certifications and consents as may be necessary in connection therewith.	
28	Contractor shall furnish to The Township copies of said licenses, permits and insurance certificates prior to the commencement of any work hereunder.	
29	Contractor shall use EPA approved materials and be prepared to provide MSDS sheets for any materials utilized during the project.	
30	For this project, Contractor and subcontractors must pay the local general prevailing wages. This includes the rate for overtime work and legal holidays. Laborers or employees must be paid at or above the prevailing local wages (attached). The minimum wage will be specified by the Woodlands Township and can be found on the Woodlands Township website at <a href="http://www.thewoodlandstowship-tx.gov/bids.aspx">http://www.thewoodlandstowship-tx.gov/bids.aspx</a>	
31	All work, repairs, preventative maintenance and installations shall be made in compliance with the appropriate Certifications, Laws, and Codes as adopted by the State of Texas.	
32	Traffic control, where and when needed, must meet the requirements of all state and local laws and regulations shall be included as part of the unit cost.	
<b>Payment</b>		
33	Partial payment will be paid by The Woodlands Township within thirty (30) calendar days after the invoice is received based on the Accounts Payable calendar which will be provided to the successful contractor, less than ten percent (10%) of the amount thereof, which shall be retained until final payment.	
<b>Qualifications</b>		
34	Contractor shall provide at least three (3) references that received similar services. The Woodlands Township reserves the right to contact any of the organizations or individuals listed. Information provided shall include: <ul style="list-style-type: none"> <li>• Client name</li> <li>• Project description</li> <li>• Project start and end dates</li> <li>• Client project manager name, telephone number and e-mail address</li> </ul>	
35	Quality Assurance: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.	
36	All work shall be performed by the approved contractor or sub-contractors who have a minimum of 3 years' experience in like projects. A list of sub-contractors shall be submitted with the Bid. The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of The Woodlands Township.	
37	The contractor shall furnish all labor, materials, equipment, services, transportation, fuel, insurance and daily expenses to meet the requirements of this scope of work and specifications. Bid prices shall be inclusive of any and all charges/costs. No equipment, material or personnel shall be provided by The Woodlands Township to Contractor.	
<b>Warranty</b>		
38	Standard manufacturer's installers warranty on materials for trolley stop infrastructure materials.	
39	Include expected life cycle of the proposed materials with submittal.	
<b>Approvals</b>		

40	An award of contract is subject to The Woodlands Township Board of Directors approval.	
	<b>Value Engineering</b>	
41	If necessary at the request of the Township, selected contractor will coordinate with the Township a value engineering exercise to maintain probable cost within the established budget to insure project durability and quality.	
	<b>Project Timeline</b>	
42	Award of Bid – Estimated March 2023 Contract Execution – Estimated April 2023 Construction Completion – Estimated October 2023	

**Construction & Renovation of Nine Trolley Stops  
Bid Tabulation Form**

Date: July 2022

Bid of \_\_\_\_\_  
(Legal Name of Bidder – Company)

- [    ]            an individual proprietorship
- [    ]            a corporation organized and existing under the laws of \_\_\_\_\_
- [    ]            a partnership consisting of \_\_\_\_\_  
\_\_\_\_\_
- [    ]            a joint venture
- [    ]            other \_\_\_\_\_

**FOR:**

**CONSTRUCTION OF THE  
THE WOODLANDS TROLLEY STOPS  
THE WOODLANDS TOWNSHIP  
MONTGOMERY COUNTY, TEXAS  
LJA JOB NO. 0473-21001**

**TO:**

**THE WOODLANDS TOWNSHIP**  
c/o LJA Engineering, Inc.  
3600 W Sam Houston Pkwy.  
Suite 600  
Houston, Texas 77042

Pursuant to the foregoing Invitation and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work for the unit prices bid to furnish all necessary superintendence, labor, machine, equipment, tools, materials, insurance and miscellaneous items, to complete all work according to the bids, as provided in the construction plan and contract documents for the construction of the Woodlands Trolley Stops, and clean up the site to the satisfaction of the Owner/Engineer, and bind himself on acceptance of this proposal to execute a contract and bonds for completing said project within the time stated for the following prices, to wit:

**BID TABULATION**

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT
<b>TROLLEY STOP #1 – RESTAURANT ROW</b>					
1.	HOLLAND PAVER – RED	SF	167	\$ _____	\$ _____
2.	6" CONCRETE CURB	LF	20	\$ _____	\$ _____
3.	TRASH RECEPTACLE	EA	1	\$ _____	\$ _____
4.	TROLLEY SIGN	EA	1	\$ _____	\$ _____
5.	18" CONCRETE BENCH	LS	1	\$ _____	\$ _____
6.	SITE PREPARATION/ DEMOLITION	LS	1	\$ _____	\$ _____
7.	NEARLY WILD ROSE, 3 GAL., INSTALL COMPLETE IN PLACE	EA	8	\$ _____	\$ _____
8.	AFRICAN IRIS, 3 GAL., INSTALL COMPLETE IN PLACE	EA	34	\$ _____	\$ _____
9.	HARDWOOD MULCH (2" DEPTH), INSTALL COMPLETE IN PLACE	CY	1	\$ _____	\$ _____
10.	LANDSCAPE BED PREPARATION, INSTALL COMPLETE IN PLACE	SF	118	\$ _____	\$ _____
11.	PLANTING SOIL MIX (6" DEPTH), INSTALL COMPLETE IN PLACE	CY	3	\$ _____	\$ _____
12.	IRRIGATION (DRIP AND SPRAY)	SF	118	\$ _____	\$ _____
13.	UTILITY LOCATION & RELOCATION	LS	1	\$ _____	\$ _____
<b>SUBTOTAL TROLLEY STOP #1 – RESTAURANT ROW</b>				\$ _____	

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT
<b>TROLLEY STOP #2 – HEB ON LAKE ROBBINS DRIVE</b>					
1.	4" CONCRETE PAVING	SF	214	\$ _____	\$ _____
2.	NEOLIVIANO BENCH – BACKED 69"	EA	2	\$ _____	\$ _____
3.	TROLLEY SIGN	EA	1	\$ _____	\$ _____

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT
<b>TROLLEY STOP #2 – HEB ON LAKE ROBBINS DRIVE</b>					
4.	TRASH RECEPTACLE	EA	1	\$ _____	\$ _____
5.	SITE PREPARATION/ DEMOLITION	LS	1	\$ _____	\$ _____
6.	NEARLY WILD ROSE, 3 GAL., INSTALL COMPLETE IN PLACE	EA	25	\$ _____	\$ _____
7.	FOXTAIL FERN, 3 GAL., INSTALL COMPLETE IN PLACE	EA	10	\$ _____	\$ _____
8.	AFRICAN IRIS, 3 GAL., INSTALL COMPLETE IN PLACE	EA	35	\$ _____	\$ _____
9.	SALVIA 'VICTORIA BLUE', 4 POT, INSTALL COMPLETE IN PLACE	EA	16	\$ _____	\$ _____
10.	HARDWOOD MULCH (2" DEPTH), INSTALL COMPLETE IN PLACE	CY	2	\$ _____	\$ _____
11.	LANDSCAPE BED PREPARATION, INSTALL COMPLETE IN PLACE	SF	269	\$ _____	\$ _____
12.	PLANTING SOIL MIX (6" DEPTH), INSTALL COMPLETE IN PLACE	CY	5	\$ _____	\$ _____
13.	IRRIGATION (DRIP AND SPRAY)	SF	269	\$ _____	\$ _____
14.	UTILITY LOCATION & RELOCATION	LS	1	\$ _____	\$ _____
16.	TREE PROTECTION	EA	3	\$ _____	\$ _____
<b>SUBTOTAL SECTION TROLLEY STOP #2 – HEB ON LAKE ROBBINS DRIVE</b>				\$ _____	

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT
<b>TROLLEY STOP #3 – MARKET STREET</b>					
1.	6" CONCRETE VEHICULAR CURB	LF	338	\$ _____	\$ _____
2.	4" CONCRETE PAVING	SF	1,356	\$ _____	\$ _____
3.	8" CONCRETE PAVING – VEHICULAR	SF	1,587	\$ _____	\$ _____
4.	NEOLIVIANO BENCH – BACKED 69"	EA	2	\$ _____	\$ _____
5.	TRASH RECEPTACLE	EA	1	\$ _____	\$ _____

6.	TROLLEY SIGN	EA	1	\$ _____	\$ _____
7.	SITE PREPARATION/ DEMOLITION	LS	1	\$ _____	\$ _____
8.	NEARLY WILD ROSE, 3 GAL., INSTALL COMPLETE IN PLACE	EA	36	\$ _____	\$ _____
9.	FOXTAIL FERN, 3 GAL., INSTALL COMPLETE IN PLACE	EA	16	\$ _____	\$ _____
10.	AFRICAN IRIS, 3 GAL., INSTALL COMPLETE IN PLACE	EA	50	\$ _____	\$ _____
11.	SALVIA 'VICTORIA BLUE', 4" POT, INSTALL COMPLETE IN PLACE	EA	16	\$ _____	\$ _____
12.	HARDWOOD MULCH (2" DEPTH), INSTALL COMPLETE IN PLACE	CY	3	\$ _____	\$ _____
13.	BERMUDA GRASS – SOILD SEED, INSTALL IN COMPLETE IN PLACE	SF	479	\$ _____	\$ _____
14.	LANDSCAPE BED PREPARATION, INSTALL COMPLETE IN PLACE	SF	376	\$ _____	\$ _____
15.	PLANTING SOIL MIX (6" DEPTH), INSTALL COMPLETE IN PLACE	CY	7	\$ _____	\$ _____
16.	IRRIGATION (DRIP AND SPRAY)	SF	376	\$ _____	\$ _____
17.	UTILITY LOCATION & RELOCATION	LS	1	\$ _____	\$ _____
19.	DEMOLISHED CURB	LF	304	\$ _____	\$ _____
20.	SIDEWALK/PAVING DEMOLISHED	SF	1,065	\$ _____	\$ _____
21.	TREE PROTECTION	EA	3	\$ _____	\$ _____
<b>SUBTOTAL SECTION TROLLEY STOP #3 – MARKET STREET</b>				\$ _____	\$ _____

ITEMNO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT
<b>TROLLEY STOP #4 – CYNTHIA WOODS MITCHELL PAVILION</b>					
1.	4" CONCRETE PAVING (TRASH RECEPTACLE FOOTING)	SF	6	\$ _____	\$ _____
2.	ADA GROOVED RAMP (TRUNCATED DOME PAVERS)	EA	25	\$ _____	\$ _____

3.	SQUARE PAVER – TAN	EA	147	\$ _____	\$ _____
4.	NEOLIVIANO BENCH – BACKED 69"	EA	2	\$ _____	\$ _____
5.	TRASH RECEPTACLE	EA	1	\$ _____	\$ _____
6.	TROLLEY STOP SIGN	EA	1	\$ _____	\$ _____
7.	SITE PREPARATION/ DEMOLTION	LS	1	\$ _____	\$ _____
8.	NEARLY WILD ROSE, 3 GAL., INSTALL COMPLETE IN PLACE	EA	14	\$ _____	\$ _____
9.	FOXTAIL FERN, 3 GAL., INSTALL COMPLETE IN PLACE	EA	4	\$ _____	\$ _____
10.	AFRICAN IRIS, 3 GAL., INSTALL COMPLETE IN PLACE	EA	24	\$ _____	\$ _____
11.	HARDWOOD MULCH (2" DEPTH), INSTALL COMPLETE IN PLACE	CY	1	\$ _____	\$ _____
12.	LANDSCAPE BED PREPARATION, INSTALL COMPLETE IN PLACE	SF	146	\$ _____	\$ _____
13.	PLANTING SOIL MIX (6" DEPTH), INSTALL COMPLETE IN PLACE	CY	3	\$ _____	\$ _____
14.	IRRIGATION (DRIP AND SPRAY)	SF	146	\$ _____	\$ _____
15.	UTILITY LOCATION & RELOCATION	LS	1	\$ _____	\$ _____
16.	DEMOLISHED CURB	LF	11	\$ _____	\$ _____
17.	6" CONCRETE CURB	LF	12	\$ _____	\$ _____

**SUBTOTAL SECTION TROLLEY STOP #4 – CYNTHIA WOODS MITCHELL PAVILION** \$ \_\_\_\_\_

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT
<b>ADDITIONAL TROLLEY STOPS &amp; RENOVATION WORK – MISCELLANEOUS</b>					
6.	UTILITY LOCATION & RELOCATION	LS	1	\$ _____	\$ _____
7.	MOBILIZATION	LS	1	\$ _____	\$ _____
<b>SUBTOTAL SECTION ADDITIONAL TROLLEY STOPS &amp; RENOVATION WORK – MISCELLANEOUS</b>				\$ _____	

**PROPOSAL BIDDING SUMMATION**

SUBTOTAL SECTION 1 ITEMS	\$
SUBTOTAL SECTION 2 ITEMS	\$
SUBTOTAL SECTION 3 ITEMS	\$
SUBTOTAL SECTION 4 ITEMS	\$
SUBTOTAL SECTION MISC ITEMS	\$
<b>TOTAL AMOUNT BID</b>	\$

**FOR PROJECTS W/ BID SECURITY**

It is understood that in the event the successful bidder fails to enter into the Contract and to furnish a Performance Bond and Payment Bond in the amount of 100 percent of the Contract and for all parts of the work, as specified in the Instructions to Bidders, the Bidder will forfeit the Certified or Cashier’s Check, OR Bid Bond, as provided in the Contract Documents.

The undersigned proposes, if awarded the Contract, to begin work as stipulated in the written Notice to Proceed issued by the Engineer, and to substantially complete the work within **120** calendar days after the date of the written Notice to Proceed and to complete the project within **150** calendar days after the date of the written Notice to Proceed.

This bid proposal shall be considered part of the contract.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Company Name – Bidder)

\_\_\_\_\_  
(Type Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(City)                      (County)                      (Zip)

\_\_\_\_\_  
(Attest)

\_\_\_\_\_  
(Phone No.)

\_\_\_\_\_  
(Fax No.)

\_\_\_\_\_  
(E-mail Address)

(Seal, If Bidder is a Corporation)

**Bidder Acknowledgement**

I, \_\_\_\_\_, certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion of fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**E-mail address**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name (please print)**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Phone Number**

\_\_\_\_\_  
**Cell Phone Number**

## Construction & Renovation of Nine Trolley Stops

### Addendum Acknowledgement

Please acknowledge by signing and dating that you have seen the addenda posted with the bid on <http://www.thewoodlandstowship-tx.gov/bids>.

Addenda #1 \_\_\_\_\_ Date Received \_\_\_\_\_/\_\_\_\_\_/2022  
MM DD

Addenda #2 \_\_\_\_\_ Date Received \_\_\_\_\_/\_\_\_\_\_/2022  
MM DD

Addenda #3 \_\_\_\_\_ Date Received \_\_\_\_\_/\_\_\_\_\_/2022  
MM DD

**Exhibit A - Site Survey Certification  
Construction & Renovation of Nine Trolley Stops**

**PROJECT:** \_\_\_\_\_

**PROJECT No.:** \_\_\_\_\_

**FROM:**  
**CONTRACTOR:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TO:**  
HF MANAGEMENT DEVELOPMENT COMPANY, LLC  
1790 Hughes Landing Blvd., Suite 600  
The Woodlands, Texas 77380

**1.01 DESCRIPTION OF REQUIREMENTS**

CONTRACTOR verify all existing site conditions, and confirm points of connections to existing improvements, including confirmation of elevations and grades of existing facilities and utilities prior to starting any grading, paving or utility installation. Verification of locations and functions of each existing structure or system and all existing utility grades and invert elevations is the contractor’s responsibility. Notify the engineer of any discrepancies immediately. Any conflicts or errors between existing field conditions and engineering plans must be resolved prior to starting excavation or setting any gravity sewer (storm or sanitary) and appurtenances.

**This applies to all contracts that involve connections to, or installation of:**

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_

**1.02 ACKNOWLEDGMENT BY CONTRACTOR (Signed at BID)**

CONTRACTOR hereby acknowledges this requirement and agrees to perform necessary topographic and site prior to commencing work on specified items. **This Certification will not change the total Contract Price or Time of Performance.**

\_\_\_\_\_  
CONTRACTOR Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
CONTRACTOR Title

**Exhibit B - Conflict of Interest Questionnaire**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p><b>2</b> <input type="checkbox"/> 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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p> <p align="center">_____ Signature of vendor doing business with the governmental entity</p> <p align="right">_____ Date</p>		

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**Exhibit C - References**

Please provide information from three (3) references

1. Agency/Company: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Project description \_\_\_\_\_  
Project start and end dates \_\_\_\_\_
  
2. Agency/Company: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Project description \_\_\_\_\_  
Project start and end dates \_\_\_\_\_
  
3. Agency/Company: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Project description \_\_\_\_\_  
Project start and end dates \_\_\_\_\_

### Exhibit D - Statement of Qualifications

DATE SUBMITTED \_\_\_\_\_

All questions must be answered, and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Firm may submit any additional information that is pertinent.

1. Name of Firm - \_\_\_\_\_
2. Permanent main office address - \_\_\_\_\_
3. If a corporation, where incorporated - \_\_\_\_\_
4. How many years have you been engaged in the construction services business? Under what firm or trade names and how long under each?  
\_\_\_\_\_  
\_\_\_\_\_
5. Contracts on hand (show gross dollar amount of each contract and the anticipated date of completion):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. Are you licensed as Contractor in the State of Texas?  
Yes\_\_\_\_ No\_\_\_\_ If "Yes", please provide Contractor numbers?  
\_\_\_\_\_
7. General character of work performed by your firm - \_\_\_\_\_
8. Has your firm ever failed to complete any work awarded to you?  
Yes\_\_\_\_ No\_\_\_\_ If "Yes", where and why?  
\_\_\_\_\_  
\_\_\_\_\_
9. Has your firm ever defaulted on a contract?  
Yes\_\_\_\_ No\_\_\_\_ If "Yes", where and why?  
\_\_\_\_\_  
\_\_\_\_\_

10. List 5 projects of similar size and scope:

Firm	Name	Contract	Value	Contact Information
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

11. Are any lawsuits pending against you or your firm at this time?

Yes \_\_\_ No \_\_\_ If "Yes", PROVIDE DETAILS.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Have any charges been filed against you or your firm or the bidding entity with the Texas Office of Contract Compliance, the Equal Opportunity Commission, the State of Texas Civil Rights Commission, or any other similarly constituted entity charges by any state or local government with the enforcement of anti-discrimination legislation or regulations?

Yes \_\_\_ No \_\_\_ If "Yes", PROVIDE DETAILS.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

DATED AT \_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_  
(Name of Bidder)

By \_\_\_\_\_  
(Signature)

Title \_\_\_\_\_

**Exhibit E- Subcontractors**

**LIST OF SUBCONTRACTORS (Required with Bid Submittal)**

Please list all subcontractors to be used and work that they will perform as part of this bid. Bidder certifies that all Subcontractors listed are eligible and legally able to perform the Work.

Subcontractor's Name

Subcontractor's Type of Work

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***If no Subcontractors are to be used, please make this page with the word NO SUBCONTRACTORS WILL BE USED***

The Contractor whose Bid is accepted shall not substitute for a Subcontractor who is named herein, without written approval from The Woodlands Township.

## Exhibit F - Insurance Requirements

Contractor agrees to procure and maintain at all times, at Contractor's sole cost and expense, during the performance of the Work and for so long as this Contract remains in effect, policies of insurance with carriers reasonably acceptable to the Owner in the minimum amounts outlined below:

- a. Worker's compensation and employer's liability coverage complying with the applicable laws of the State of Texas, covering all employees, agents and representatives of Contractor and all subcontractors engaged in any manner in performance of the Work. Employer's liability coverage shall have a minimum limit of \$100,000 for liability arising out of any accident related to the Work.
- b. Comprehensive general liability insurance, including Contractor's protective liability, in Contractor's name, with combined bodily injury and property damage of not less than \$1,000,000 per occurrence, and will include, without limitation, the following coverages:
  - (1) XCU Coverage,
  - (2) Contractual Liability Coverage,
  - (3) Completed Operations and/or Products Liability Coverage, commencing with issuance of Final Certificate for Payment, and extending for at least two (2) years from that date, and
  - (4) (X), (C) and (U) exclusions shall be removed.
- c. Comprehensive Automobile Liability Insurance, with combined single limit bodily injury and property damage of not less than \$1,000,000 per occurrence. Such coverage shall include owned, hired and non-owned vehicles of Contractor or Contractor's employees, agents, representatives or subcontractors.
- d. Contractor shall require all of its subcontractors to provide the foregoing coverages, as well as any other coverage that Contractor considers necessary. Contractor will require that all subcontractors maintain a comprehensive commercial general liability policy with a minimum limit of at least \$500,000 per occurrence. Any exclusion shall first be approved by Owner. It is the responsibility of the Contractor to assure compliance with this provision. The Woodlands Township accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- e. All insurance policies required by this Section 7 shall contain a clause waiving any right of subrogation against The Woodlands Township. Insurance policies under (b), and (c), shall include The Woodlands Township as an additional insured.
- f. With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
  - (1). The Woodlands Township shall be named as an additional insured with respect to General Liability and Automobile Liability.
  - (2). All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
  - (3). A waiver of subrogation in favor of The Woodlands Township shall be contained in the Workers Compensation and all liability policies.
  - (4). All insurance policies shall be endorsed to require the insurer to immediately notify The Woodlands Township of any material change in the insurance coverage.
  - (5). All insurance policies shall be endorsed to the effect that The Woodlands Township will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.

- (6). All insurance policies, which name The Woodlands Township as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- (7). Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- (8). Contractor may maintain reasonable and customary deductibles, subject to approval by The Woodlands Township.
- (9). Insurance must be purchased from insurers that are financially acceptable to The Woodlands Township.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

- a. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- b. Shall specifically set forth the notice-of-cancellation or termination provisions to The Woodlands Township.
- c. All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.

Contractor shall, before the Contract is signed, and at any time following execution thereof at the request of the Owner, furnish Owner with a certificate and proof of such additional endorsements or other documentary evidence that the aforementioned insurance policies have been procured with such additional endorsements, that premiums have been paid and that such policies remain in place. Such certificate or other evidence shall bear an agreement that Owner will be given thirty (30) days prior written notice by the Insurance Company furnishing the certificate before the insurance is cancelled or changed in any manner or for any reason during the period of coverage as stated on the certificate.

## Exhibit G – FTA Clauses

The following clauses will be part of the contract resulting from this solicitation. Please review them carefully.

### 1. FLY AMERICA

- a. The Bidder/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 Bidders/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 Bidder/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.
- b. The Bidder/Contractor also agrees to include any applicable requirements in each subcontract involving international air transportation financed in whole or in part with Federal assistance provided by FTA.

### 2. BUY AMERICA

- a. The Bidder/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.
- b. A Bidder/Contractor must submit to the FTA recipient the appropriate Buy America certification (See Exhibit H) with all proposals or offers on FTA-funded contracts, except those subject to a general waiver. Responses, proposals or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.
- c. With the implementation of the Fixing America’s Surface Transportation (FAST) Act, new requirements for domestic content are phased in based on the date of delivery of the rolling stock. The increased domestic content percentage requirement for rolling stock for:
  - i. FY16 & FY17 is more than 60% domestic content;
  - ii. FY18 & FY19 is more than 65% domestic content; and
  - iii. FY20 & beyond is more than 70% domestic content.
- d. For rolling stock purchases for which the average cost of the vehicle is more than \$300,000, the FAST Act allows the cost of steel or iron produced in the U.S. and used in the rolling stock frames or car shells to be included in the domestic content calculation, regardless of whether the frame or car shell is produced in the U.S.
- e. FTA does not require the inclusion of these requirements in subcontracts.

### 3. CHARTER BUS and SCHOOL BUS REQUIREMENTS

- a. Charter Service Operations – Does not apply to this contract.
- b. School Bus Operations – Does not apply to this contract.

### 4. CARGO PREFERENCE REQUIREMENTS

- 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; and

- 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 Township (through the Bidder/Contractor in the case of a subcontractor's bill-of-lading.).
- c. The Bidder/Contractor also agrees to include any applicable requirements in each subcontract involving international transportation by ocean vessel financed in whole or in part with Federal assistance provided by FTA.

**5. SEISMIC SAFETY REQUIREMENTS**

- a. The Bidder/Contractor agrees that any new building or addition only 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.
- b. The Bidder/Contractor also agrees to ensure that all work performed under this contract including work on new buildings or additions only 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.

**6. ENERGY CONSERVATION**

- a. As authorized by the State of Texas, The Texas State Energy Conservation Office (SECO) has adopted the most recent edition of the International Energy Conservation Code (IECC) without amendment for new buildings or additions only. The Bidder/Contractor shall design the facility in accordance with 2015 IECC.
- b. The Bidder/Contractor also agrees to include any applicable requirements in each subcontract involving construction of commercial buildings financed in whole or in part with Federal assistance provided by FTA.

**7. CLEAN WATER**

- a. The Bidder/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 Bidder/Contractor agrees to report each violation to the Township and understands and agrees that the Township will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The Bidder/Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

**8. BUS TESTING – Does not apply to this contract.**

**9. PRE-AWARD and POST DELIVERY AUDIT REQUIREMENTS – Does not apply to this contract.**

**10. LOBBYING**

- a. Bidders/Contractors who apply for an award of \$100,000 or more shall file the Certification Regarding Lobbying, required by 49 CFR Part 20, New Restrictions on Lobbying, with the Township. Each subcontractor shall file the Certification Regarding Lobbying with the Bidder/Contractor that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress

in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

- b. The Bidder/Contractor and subcontractors shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from subcontractors to Bidder/Contractor to the Township.
- c. The certification regarding lobbying (See Exhibit H) is to be completed by the Bidder/Contractor and subcontractor(s) is provided herein under Certifications and Forms Section.

#### **11. ACCESS TO RECORDS AND REPORTS**

The following access to records requirements applies to this contract:

- a. The Township is an FTA Recipient in accordance with 49 C.F.R. 18.36(i). The Bidder/Contractor agrees to provide the Township, 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 Bidder/Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Bidder/Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Bidder/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 Bidder/Contractor agrees to maintain same until the Township, 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 C.F.R. 18.39(i)(11).
- d. FTA does not require the inclusion of these requirements in subcontracts.

#### **12. FEDERAL CHANGES**

- a. The Bidder/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 the Township and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Bidder/Contractor's failure to so comply shall constitute a material breach of this contract.
- b. The Bidder/Contractor also agrees to include any applicable requirements in each subcontract involving a federal change financed in whole or in part with Federal assistance provided by FTA.

#### **13. BONDING REQUIREMENTS**

- a. See the bonding requirements in General Specifications and Acknowledgements.

#### **14. CLEAN AIR**

- a. The Bidder/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 Bidder/Contractor agrees to report each violation to the Township and understands and agrees that the Township will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The Bidder/Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

#### **15. RECYCLED PRODUCTS**

- a. If the Bidder/Contractor procures \$10,000 or more of one of the Environmental Protection Agency designated items in a fiscal year or has procured \$10,000 or more of such items in the previous fiscal year using Federal funds, the Bidder/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 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247, including:

- i. Paper and paper products.**
  - 1. Paper and paper products, excluding building and construction paper grades.**
- ii. Construction products**
  - 1. Building insulation products, including the following items:**
    - a. Loose-fill insulation, including but not limited to cellulose fiber, mineral fibers (fiberglass and rock wool), vermiculite, and perlite;**
    - b. Blanket and batt insulation, including but not limited to mineral fibers (fiberglass and rock wool);**
  - 2. Board (sheathing, roof decking, wall panel) insulation, including but not limited to structural fiberboard and laminated paperboard products, perlite composite board, polyurethane, polyisocyanurate, polystyrene, phenolics, and composites; and**
  - 3. Spray-in-place insulation, including but not limited to foam-in-place polyurethane and polyisocyanurate, and spray-on cellulose.**
  - 4. Structural fiberboard and laminated paperboard products for applications other than building insulation, including building board, sheathing, shingle backer, sound deadening board, roof insulating board, insulating wallboard, acoustical and non-acoustical ceiling tile, acoustical and non-acoustical lay-in panels, floor underlayments, and roof overlay (coverboard).**
  - 5. Cement and concrete, including concrete products such as pipe and block containing:**
    - a. Coal fly ash;**
    - b. Ground granulated blast furnace slag (GGBF);**
    - c. Cenospheres; or**
    - d. Silica fume from silicon and ferrosilicon metal production.**
- iii. Non-paper office products.**
  - 1. Office recycling containers and office waste receptacles.**
  - 2. Plastic desktop accessories.**
  - 3. Toner cartridges.**
  - 4. Plastic-covered binders containing recovered plastic; chipboard and pressboard binders containing recovered paper; and solid plastic binders containing recovered plastic.**
  - 5. Plastic trash bags.**
  - 6. Printer ribbons.**
  - 7. Plastic envelopes.**
  - 8. Plastic clipboards containing recovered plastic.**
  - 9. Plastic file folders containing recovered plastic.**
  - 10. Plastic clip portfolios containing recovered plastic.**
  - 11. Plastic presentation folders containing recovered plastic.**



and wage rate and fringe benefits therefore only when the following criteria have been met:

- a. 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
    - b. The classification is utilized in the area by the construction industry; and
    - c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
    - d. 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.
  2. (B) If the Bidder/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.
  3. (C) In the event the Bidder/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.
  4. (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. (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 Bidder/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. (iv) If the Bidder/Contractor does not make payments to a trustee or other third person, the Bidder/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 Bidder/Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Bidder/Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

v. (v)

1. (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:
    - a. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
    - b. The classification is utilized in the area by the construction industry; and
    - c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  2. (B) If Bidder/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, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  3. (C) In the event the Bidder/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.
- vi. (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.
- b. (2) **Withholding** – The Township 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

Bidder/Contractor under this contract or any other Federal contract with the same prime Bidder/Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Bidder/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 Bidder/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 Township may, after written notice to the Bidder/Contractor, sponsor, applicant, or the Township 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.

c. **(3) Payrolls and basic records**

i. (i) Payrolls and basic records relating thereto shall be maintained by the Bidder/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 Bidder/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. Bidder/Contractor 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. (ii)

1. (A) The Bidder/Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Township 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 Bidder/Contractor is responsible for the submission of copies of payrolls by all subcontractors.

2. (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Bidder/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:
    - a. 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;
    - b. 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;
    - c. 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.
  3. (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.
  4. (D) The falsification of any of the above certifications may subject the Bidder/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. (iii) The Bidder/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 Bidder/Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Bidder/Contractor, sponsor, applicant, or the Township, 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.
- d. **(4) Apprentices and trainees**
    - i. (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 Bidder/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 Bidder/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 Bidder/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 Bidder/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. (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 Bidder/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. (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.
- e. (5) **Compliance with Copeland Act requirements** - The Bidder/Contractor shall comply with the requirements of 29 CFR part 3, Copeland Anti-Kickback Act, which are incorporated by reference in this contract.
- f. (6) **Subcontracts** - The Bidder/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 Bidder/Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- g. (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 Bidder/Contractor and a subcontractor as provided in 29 CFR 5.12.
- h. (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.
- i. (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 Bidder/Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- j. (10) **Certification of eligibility**
  - i. (i) By entering into this contract, the Bidder/Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Bidder/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. (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. (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**THE CURRENT MONTGOMERY COUNTY, TEXAS WAGE RATE DETERMINATIONS FROM THE DEPARTMENT OF LABOR HAVE BEEN INSERTED ON THE FOLLOWING PAGES.**

"General Decision Number: TX20220038 02/25/2022

Superseded General Decision Number: TX20210038

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered   into on or after January 30,   2022, or the contract is   renewed or extended (e.g., an   option is exercised) on or   after January 30, 2022:           	. Executive Order 14026   generally applies to the   contract.   . The contractor must pay   all covered workers at   least \$15.00 per hour (or   the applicable wage rate   listed on this wage   determination, if it is   higher) for all hours   spent performing on the   contract in 2022.	         
If the contract was awarded on   or between January 1, 2015 and   January 29, 2022, and the   contract is not renewed or   extended on or after January   30, 2022:	. Executive Order 13658   generally applies to the   contract.   . The contractor must pay all   covered workers at least   \$11.25 per hour (or the	       

	applicable wage rate listed
	on this wage determination,
	if it is higher) for all
	hours spent performing on
	that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

\* SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.98 **	
ELECTRICIAN.....	\$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 12.34 **	
Structures.....	\$ 12.23 **	
LABORER		
Asphalt Raker.....	\$ 12.36 **	
Flagger.....	\$ 10.33 **	
Laborer, Common.....	\$ 11.02 **	
Laborer, Utility.....	\$ 11.73 **	
Pipelayer.....	\$ 12.12 **	
Work Zone Barricade Servicer.....	\$ 11.67 **	
PAINTER (Structures).....	\$ 18.62	

POWER EQUIPMENT OPERATOR:

Asphalt Distributor.....	\$ 14.06 **
Asphalt Paving Machine.....	\$ 14.32 **
Broom or Sweeper.....	\$ 12.68 **
Concrete Pavement Finishing Machine.....	\$ 13.07 **
Concrete Paving, Curing, Float, Texturing Machine....	\$ 11.71 **
Concrete Saw.....	\$ 13.99 **
Crane, Hydraulic 80 Tons or less.....	\$ 13.86 **
Crane, Lattice boom 80 tons or less.....	\$ 14.97 **
Crane, Lattice boom over 80 Tons.....	\$ 15.80
Crawler Tractor.....	\$ 13.68 **
Excavator, 50,000 pounds or less.....	\$ 12.71 **
Excavator, Over 50,000 pounds.....	\$ 14.53 **
Foundation Drill, Crawler Mounted.....	\$ 17.43
Foundation Drill, Truck Mounted.....	\$ 15.89
Front End Loader 3 CY or Less.....	\$ 13.32 **
Front End Loader, Over 3 CY. Loader/Backhoe.....	\$ 13.17 **
Mechanic.....	\$ 14.29 **
Milling Machine.....	\$ 16.96
Motor Grader, Fine Grade....	\$ 13.53 **
Motor Grader, Rough.....	\$ 15.69
Off Road Hauler.....	\$ 14.23 **
Pavement Marking Machine....	\$ 14.60 **
Piledriver.....	\$ 11.18 **
Roller, Asphalt.....	\$ 14.95 **
Roller, Other.....	\$ 11.95 **
Scraper.....	\$ 11.57 **
Spreader Box.....	\$ 13.47 **
Servicer.....	\$ 13.58 **
Steel Worker	
Reinforcing Steel.....	\$ 13.97 **
Structural Steel Welder.....	\$ 15.15
Structural Steel.....	\$ 12.85 **
	\$ 14.39 **

TRUCK DRIVER

Low Boy Float.....	\$ 16.03
Single Axle.....	\$ 11.46 **
Single or Tandem Axle Dump..	\$ 11.48 **
Tandem Axle Tractor w/Semi Trailer.....	\$ 12.27 **

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISION"

**17. CONTRACT WORK HOURS and SAFETY STANDARDS ACT**

- a. **Overtime requirements** - No Bidder/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.
- b. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (a) of this section the Bidder/Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such the Bidder/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 (a) 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 (a) of this section.
- c. **Withholding for unpaid wages and liquidated damages** - The Township 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 Bidder/Contractor or subcontractor under any such contract or any other Federal contract with the same prime Bidder/Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Bidder/Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Bidder/Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d. The Bidder/Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Bidder/Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

**18. RESERVED**

**19. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

- a. The Township and the Bidder/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 Township, the Bidder/Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b. The Bidder/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.

**20. PROGRAM FRAUD and FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

- a. The Bidder/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 Bidder/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 Bidder/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 Bidder/Contractor to the extent the Federal Government deems appropriate.

- b. The Bidder/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 Bidder/Contractor, to the extent the Federal Government deems appropriate.
- c. The Bidder/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.

## **21. TERMINATION**

The contract may be terminated under the following conditions:

- a. Termination for Convenience (General Provision) The Township may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to The Township to be paid the Contractor. If the Contractor has any property in its possession belonging to The Township, the Contractor will account for the same, and dispose of it in the manner The Township directs.
- b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Township may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
- c. If it is later determined by the Township that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Township, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- d. Opportunity to Cure (General Provision) the Township in its sole discretion may, in the case of a termination for breach or default, allow the Contractor fifteen (15) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions
- e. If Contractor fails to remedy to Township's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from Township setting forth the nature of said breach or default, Township shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Township from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- f. Waiver of Remedies for any Breach In the event that Township elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by

Township shall not limit Township's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

- g. Termination for Convenience (Professional or Transit Service Contracts) The Township, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Township shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- h. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the Township may terminate this contract for default. The Township shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.
- i. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Township.

## **22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

- a. This contract is a covered transaction for purposes of 49 C.F.R. Part 29. As such, the Bidder/Contractor is required to verify that none of the Bidder/Contractor, its principals, as defined at 49 C.F.R. 29.995, or affiliates, as defined at 49 C.F.R. 29.905, are excluded or disqualified as defined at 49 C.F.R. 29.940 and 29.945.
- b. The Bidder/Contractor is required to comply with 49 C.F.R. 29, Subpart C and must include the requirement to comply with 49 C.F.R. 29, Subpart C in any lower tier covered transaction it enters into.
- c. The certification (See **Exhibit H**) is a material representation of fact relied upon by the Township. If it is later determined that the Bidder/Contractor knowingly rendered an erroneous certification, in addition to remedies available to the Township, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder/Contractor agrees to comply with the requirements of 49 C.F.R. 29, Subpart C and Executive Order 12549 while this offer is valid and throughout the period of any contract that may arise from this offer.
- d. The Bidder/Contractor also agrees to include these requirements in each subcontract exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

**23. PRIVACY ACT** – Does not apply to this contract.

## **24. CIVIL RIGHTS REQUIREMENTS**

The following requirements apply to the underlying contract:

- a. 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 Bidder/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 Bidder/Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. Equal Employment Opportunity - The following requirements apply to the underlying contract:
  - i. 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 Bidder/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 Bidder/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 Bidder/Contractor agrees to comply with any implementing requirements FTA may issue.

- ii. 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 Bidder/Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Bidder/Contractor agrees to comply with any implementing requirements FTA may issue.
  - iii. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Bidder/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 Bidder/Contractor agrees to comply with any implementing requirements FTA may issue.
- c. The Bidder/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.

## **25. BREACHES AND DISPUTE RESOLUTION**

The Township's breach and dispute resolution requirements are as follows:

- a. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by The Woodlands Township's President/General Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the President/General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the President/General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.
- b. Performance During Dispute - Unless otherwise directed by the Township, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- c. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- d. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Township and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Township is located.
- e. Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties,

obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Township, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**26. PATENT AND DISPUTE RESOLUTION** – Does not apply to this contract.

**27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS** – Does not apply to this contract.

**28. DISADVANTAGED BUSINESS ENTERPRISES**

- a. Objective/Policy Statement - The Township has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Township has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Township has signed an assurance that it will comply with 49 CFR Part 26. The agency's overall goal for DBE participation is 2.61%. **A separate contract goal has been established for this procurement at 5.0%.**
- b. Bidder/Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Bidder/Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Bidder/Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Township deems appropriate. Each subcontract Bidder/Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. Bidder/Contractor is required to document all subcontractor participation including non-DBE subcontractors. Award of this contract is conditioned on submission of the following information in **Exhibit H** with the sealed qualifications:
  - i. The names and addresses of subcontractors that will participate in the contract;
  - ii. A description of the work that each subcontractor will perform;
  - iii. Whether the subcontractor is a DBE, non-DBE, or a Small Business Enterprise (SBE);
  - iv. The ethnic code, as described in the form;
  - v. The gender code, as described in the form;
  - vi. The age of the firm;
  - vii. The annual gross receipts from the firm;
  - viii. The dollar amount of the participation of each DBE firm participating; and
  - ix. Written confirmation from the DBE subcontractor that it is participating in the contract as provided in the commitment made in the Bidder/Contractor Certification Form (**Exhibit H**).
- d. The Bidder/Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Bidder/Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the Bidder/Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Township deems appropriate. Each subcontract the Bidder/Contractor signs with a subcontractor must include the assurance in this paragraph.
- e. The Bidder/Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from the Township. The Bidder/Contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the timeframe stated in this paragraph may occur only for good cause, as determined by the Township, and following written approval of the Township. This clause applies to both DBE and non-DBE subcontractors

and shall be included in the contract between the Bidder/Contractor and any and all subcontractors.

- f. The Bidder/Contractor must promptly notify the Township, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Bidder/Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Township.
- g. The Bidder/Contractor shall report DBE participation on a monthly basis on the Contractor Payment Report Form (**Exhibit H**).
- h. For the Bidder/Contractor's convenience, a listing of potential DBE subcontractors listed in the Texas Unified Certification Program DBE Directory (<https://txdot.txdotcms.com/Default.asp>).
- i. The Township encourages the Bidder/Contractor on DOT-assisted contract to make use of financial institution owned and controlled by socially and economically disadvantaged individuals. The Federal Reserve Statistical Release maintains a list of Minority-Owned Banks.

**29. RESERVED**

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

- a. 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 Best Practices Procurement and Lessons Learned Manual, Appendix A Federally Required and Other Model Contract Clauses](#), are hereby incorporated by reference. The following clauses apply to this Contract.
  - i. Access to Records and Reports
  - ii. Buy America
  - iii. Cargo Preference Requirements
  - iv. Clean Air Act and Federal Water Pollution Control Act
  - v. Civil Rights Laws and Regulations
  - vi. Disadvantaged Business Enterprise (DBE)
  - vii. Fly America
  - viii. Government-Wide Debarment and Suspension
  - ix. Lobbying Restrictions
  - x. No Government Obligation to Third Parties
  - xi. Program Fraud and False or Fraudulent Statements and Related Acts
  - xii. Termination
  - xiii. Violation and Breach of Contract
- b. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any the Owner requests which would cause the Owner to be in violation of the FTA terms and conditions.
- c. The Contractor also agrees to include any applicable requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

**31. DRUG AND ALCOHOL TESTING – Does not apply to this contract.**

**32. ACCESSIBILITY**

- a. ADA Accessibility ensures that all individuals regardless of disability are not excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- b. The Bidder/Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning

and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities.

- c. The Bidder/Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable.
- d. In addition, the Bidder/Contractor agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing
- e. The Bidder/Contractor and all subcontractors shall adhere to any applicable ADA Accessibility requirements from the following:
  - i. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance, U.S. DOT regulation
  - ii. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA), U.S. DOT regulation
  - iii. 49 CFR Part 38 and 36 C.F.R. Part 1192 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles, Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulation
  - iv. 28 C.F.R. Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services, U.S. DOJ regulation
  - v. 28 C.F.R. Part 36 – Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, U.S. DOJ regulation
  - vi. 41 C.F.R. Subpart 101-19 – Accommodations for the Physically Handicapped, U.S. General Services Administration (U.S. GSA) regulation"
  - vii. 29 C.F.R. Part 1630 – Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, U.S. EEOC
  - viii. 47 C.F.R. Part 64, Subpart F – Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled, U.S. Federal Communications Commission regulation
  - ix. 36 C.F.R. Part 1194 – Electronic and Information Technology Accessibility Standards, U.S. ATBCB regulation
  - x. 49 C.F.R. Part 609 – Transportation for Elderly and Handicapped Persons, FTA regulation
  - xi. Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

**33. VETERAN’S PREFERENCE**

- a. The Township shall ensure that contractors working on a capital project funded using federal assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of Title 5) who have the requisite skills and abilities to perform the construction work required under the contract. No requirement exists that would give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

**34. CONFORMANCE WITH NATIONAL ITS ARCHITECTURE – Does not apply to this contract.**

## Appendix A to Part 26 - Guidance Concerning Good Faith Efforts

- i. When, as a recipient, you establish a contract goal on a DOT- assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- ii. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- iii. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- iv. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
  - a. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
  - b. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - c. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
    - i. Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a

description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

- ii. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
  - d. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
  - e. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
  - f. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - g. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- v. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

**Exhibit H - Bidder Pre-Award Certifications**

Federal Certificates

- 1. Buy America Certification
- 2. Lobbying Certification
- 3. Suspension and Debarment Certification
- 4. Bidder/Contractor Certification
- 5. DBE Subcontractor Certification

Bidder Initials:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State Certificates

- 6. Delinquent State Business Tax Certification
- 7. House Bill 89 Verification

Bidder Initials:

\_\_\_\_\_  
\_\_\_\_\_

Reference Certificates

- 8. Certificate of Interested Parties
- 9. Senate Bill 252 Certification
- 10. Contractor Payment Report Form

N/A  
N/A  
N/A

**I HEREBY ATTEST THAT EXHIBIT G - FEDERALLY REQUIRED CONTRACT CLAUSES, WERE READ AND MY INITIALS ABOVE INDICATE THAT EACH ITEM WAS PROPERLY PREPARED AND EXECUTED.**

DATE: \_\_\_\_\_

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

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**Buy America Certification**

**Certification requirement for procurement of steel, iron, or manufactured products OR bus, other rolling stock, or associated equipment.**

*NOTE: Only one of the following Certifications should be signed, not both.*

**Certificate of Compliance**

The Contractor hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations in 49 C.F.R. Part 661.11.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME / TITLE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

**Certificate of Non-Compliance**

The Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended, and regulations in 49 C.F.R. 661.7.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME / TITLE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

**Lobbying Certification**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (to be submitted with each proposal or offer exceeding \$100,000)

The Bidder/Contractor certifies that 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

DATE: \_\_\_\_\_

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

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**Suspension and Debarment Certification Form**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

*This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).*

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

The prospective primary Bidder/Contractor certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary Bidder/Contractor is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this SOQ.

DATE: \_\_\_\_\_

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

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

## INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this SOQ, the Bidder/Contractor is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Bidder/Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Township's determination whether to enter into this transaction. However, failure of the Bidder/Contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the Township determined to enter into this transaction. If it is later determined that the Bidder/Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Township may immediately terminate this transaction for cause or default.
3. The Bidder/Contractor shall provide immediate written notice to the Township if at any time the Bidder/Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "person," "primary covered transaction," "principal," "SOQ," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. Bidder/Contractor may contact the Township for assistance in obtaining a copy of those regulations (13 CFR Part 145).
5. The Bidder/Contractor agrees by submitting this SOQ that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Township when entering into this transaction.
6. The Bidder/Contractor further agrees by submitting this SOQ that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions," provided by the Township when entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Bidder/Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 6 of these instructions, if a Bidder/Contractor in a covered transaction knowingly enters into a lower tier covered transaction with a subcontractor who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Township may terminate this transaction for cause or default.
9. The Bidder/Contractor also agrees to include these requirements in each subcontract, or a lower tier covered transaction, exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

**Bidder/Contractor Certification Form**

**Instructions:** The Bidder/Contractor shall complete this form by listing 1) Names of all proposed subcontractors. 2) Contact information, 3) Description of work to be performed/product to be provided, 4) Status as a DBE, SBE or non-DBE, 5) Ethnic Code of firm 6) Gender of the Owner, and 7) % or \$ amount of Total Contract. Those subcontractors which are listed on this form as DBEs and SBEs must have current certification as a DBE or SBE with a participating UCP certifying agency. The DBE or SBE certification must be complete by the time the qualifications are submitted. Additionally, those subcontractors which are listed on this form as DBEs or SBEs must complete DBE and SBE Subcontractor Letter of Intent, agreeing to the information listed herein.

**Ethnic Codes:** **A)** Black American **B)** Hispanic American **C)** Native American **D)** Sub-continental Asian American **E)** Asian-Pacific American **F)** Non-Minority Women **G)** Other **Gender Codes:** **M)** Man **W)** Woman **X)** Choose Not to Answer

1) Name of Subcontractor	2) Address, Telephone # of DBE Firm (Including name of contact person)	3) Description of Work Services Provided. Where applicable, specify "supply" or "Install" or both.	4) DBE, SBE or non-DBE	5) Ethnic Code	6) Owner Gender	) % amount of Total Contract

**THIS SCHEDULE MUST BE COMPLETED AS INSTRUCTED ABOVE AND INCLUDE EVERY SUBCONTRACTOR PROPOSED. ADD ADDITIONAL PAGES, IF NEEDED.**

The undersigned will enter into a formal agreement with DBE and/or SBE contractors for work listed in this schedule upon execution of a contract with the Township. The Bidder/Contractor agrees to the terms of this schedule by signing below and submitting the **DBE and SBE Contractor Letter of Intent**, as completed by the DBE or SBE subcontractor(s).

DATE: \_\_\_\_\_

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

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**DBE and SBE Subcontractor Letter of Intent**

**Note:** DBE and SBE firms participating in the DBE or SBE Program must have "current" certification status with a UCP Certifying Agency by the due date established for this Request for Qualifications (RFQ).

- 1. TO: (Bidder/ Contractor): \_\_\_\_\_
- 2. The undersigned is either currently certified under a Unified Certification Program (UCP) as a DBE, SBE or will be at the time this RFQ is due.

The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and at the following percentage \_\_\_\_\_% of the total contract amount (should be the same \$ or % found on Bidder/Contractor Certification).

- 3. The DBE or SBE subcontractor should complete this section only if the DBE or SBE is subcontracting any portion of its subcontract.

With respect to the proposed subcontract described above, the undersigned DBE anticipates that \_\_\_\_\_% of the dollar value of this subcontract will be awarded to other contractors. Any and all DBE subcontractors a DBE subcontractor uses must be listed on Form 1 and must also be DBE certified.

DATE: \_\_\_\_\_

**DBE/SBE FIRM:** \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**Delinquent State Business Tax Certification Form**

All Bidders shall certify that Bidder is not delinquent in a tax owed the state under Chapter 171, Tax Code, pursuant to the Texas Business Corporation Act, Texas Statutes, Article 2.45.

DATE: \_\_\_\_\_

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

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**House Bill 89 Verification**

I, \_\_\_\_\_ (Person name), the undersigned representative of (Company or Business Name) \_\_\_\_\_ (hereinafter referred to as Company) **being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- a) Does not boycott Israel currently; and
- b) Will not boycott Israel during the term of the contract the above-named Company, business or individual with The Woodlands Township.

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

\_\_\_\_\_  
 DATE  
 STATE OF \_\_\_\_\_ §  
 COUNTY OF \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

On this day, BEFORE ME, the undersigned, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Texas

**Certificate of Interested Parties**

For reference only, this form is filled out with the awarded Contractor online  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		<input type="checkbox"/> Controlling	<input type="checkbox"/> Intermediary
5 Check only if there is no Interested Party. <input type="checkbox"/>			
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <span style="float: right;">(month) (year)</span>			
_____ Signature of authorized agent of contracting business entity (Declarant)			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

**Senate Bill 252 Certification**

On this day, I, Ruthanne Haut, the **Director of Transportation & Infrastructure** for **The Woodlands Township**, pursuant to Chapter 2252, Section 2252.152 of the Texas Government Code, certify that I did review the website list prepared, maintained, and made available to the Township by the Comptroller of the State of Texas of companies known to have contracts with or provide supplies or services to Iran, Sudan, or any foreign terrorist organization. I have ascertained that the below-named company is not contained on said list of companies that do business with Iran, Sudan, or any Foreign Terrorist Organization.

BIDDER FILL OUT THE BELOW SECTION:

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

\_\_\_\_\_  
RFQ or Vendor number

CERTIFICATION CHECK PERFORMED BY:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
**Director of Transportation & Infrastructure, The Woodlands Township**

\_\_\_\_\_  
Date

**Exhibit I – Bid Submission Checklist**

*Only items marked with an X are applicable to this bid*

*If additional information is needed, please contact the project coordinator identified in this document*

*Vendor must initial each required task as it is completed.*

*Vendor must include this form as the cover page to the bid submittal.*

**Vendor Name:**

**Individual submitting:**

**Contract Number: C-2022-0482**

**BEFORE** awarded, the following documents must be provided-with the bid submittal

Required	Item	Bidder has included in Submitted Packet (Initial)
X	General Specifications and Acknowledgement	
X	Bid Tabulation Form	
X	Bid Certification	
X	Addendum Acknowledgment	
X	Signed-Site Survey Certification (Exhibit A)	
X	Bidder Pre-Award Certifications (Exhibit H, pgs.55-65)	
X	References (Exhibit C)	
X	Statement of Bidders Qualifications (Exhibit D)	
X	Bid Bond-2% of value of bid	
X	Sub-Contractor List (Exhibit E)	
X	Signed Conflict of Interest Questionnaire (CIQ) (Exhibit B)	

**AFTER** awarded the following documents must be provided-  
Initial if you are prepared to provide these after awarded, as required

Required		Acknowledged
X	<b>Form 1295 – “Certificate of Interested Parties”</b>	
X	<b>Performance Bond</b> Requirements. This applies to bids that exceed \$100,000	
X	<b>General Liability and Auto</b> Check if you are prepared to provide this after award, inclusive of endorsement forms, as required, if applicable	
X	<b>Payment Bond</b> This applies to bids that exceed \$25,000	
X	<b>Worker’s Compensation</b> Check if you are prepared to provide this after award, inclusive of endorsement forms, as required, if applicable	

**It is the vendors responsibility to be thoroughly familiar with all bid requirements and specifications**

**Exhibit J - Bid Bond Sample**

**BID BOND – Sample - (Bid Bond Required with Bid Submittal)**

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, \_\_\_\_\_ as Principal and \_\_\_\_\_, a \_\_\_\_\_ duly organized under the laws of the State of \_\_\_\_\_ as Surety, are hereby held and firmly bound unto The Woodlands Township as Oblige in the lesser sum of either \$ \_\_\_\_\_ or 2% of Principal’s Bid Amount for the payment of which sum will and truly to be made, the Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the above-named Principal submitted a bid for \_\_\_\_\_.

NOW, THEREFORE, (1) if the Oblige shall accept the Bid of the Principal and the Principal and Oblige shall execute The Township-Contractor Agreement which is part of these Contract Documents and the Principal shall provide all Bonds, as required by the Contract Documents, and the Principal shall, in all other respects, perform any obligations due the Oblige as a result of the submission of its Bid, or (2) the Oblige shall reject the Principal’s Bid, or fail to execute The Township-Contractor Agreement within 7 days of receipt from the CONTRACTOR, then this obligation shall be null and void, but otherwise it shall remain in full force and effect.

ATTEST:

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
By: \_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_