

A D D E N D U M N O. 1

to the

CONTRACT DOCUMENTS

FOR

**REBID - INFRASTRUCTURE AT LITTLE CHOCOLATE
BAYOU COUNTY PARK IMPROVEMENTS**

FOR

CALHOUN COUNTY, TX

WEST AUSTIN STREET
PORT LAVACA, TEXAS

**TEXAS GENERAL LAND OFFICE
CONTRACT NO. 20-065-064-C182**

And

**CALHOUN COUNTY 2020 CDBG-DR
CONTRACT WORK ORDER NO. E-1**

JUNE 20, 2022



Prepared by:

G&W Engineers, Inc.
205 West Live Oak
Port Lavaca, Texas 77979
(361) 552-4509



Clarifications to the original Contract Documents, Contract Drawings and/or Specifications have been deemed necessary, and in certain cases, revisions to the original Contract Documents, Contract Drawings and/or Specifications are required. If discrepancies and/or inconsistencies exist between these specified revisions and the original Contract Documents, Contract Drawings and/or Specifications, said Addendum No. 1 shall govern.

CLARIFICATIONS:

1. Forms required with proposal as part of the bid package will be acceptable with signature using electronic signature.
2. The meeting minutes and RFI answers shall be incorporated into the Contract Documents.

SECTION 00300 – PROPOSAL

REMOVE: Entire Section
REPLACE with: “Revised” Section Attached to Addendum

SECTION 00825 – FEDERAL LABOR STANDARDS PROVISIONS

REMOVE: Entire Section
REPLACE with: “Revised” Section Attached to Addendum

B. (2) Page 5 – The rate has changed to \$27.00. Other sections may be updated. Ensure you are familiar with any/and all changes and/or requirements of this section.

BID

_____, hereinafter called "BIDDER",
(Legal Firm Name)

is submitting this Bid for Furnishing and Performing the Work specified herein as the

REBID - INFRASTRUCTURE AT LITTLE CHOCOLATE BAYOU COUNTY PARK FOR CALHOUN COUNTY, TEXAS - TEXAS GENERAL LAND OFFICE CONTRACT NO. 20-065-064-C182 AND CALHOUN COUNTY 2020 CDBG-DR CONTRACT WORK ORDER NO. E-1.

This BID is Submitted to the **COUNTY OF CALHOUN**, hereinafter called "OWNER".

1. Terms used in this BID are defined in the General Conditions or Document No. 00120 - Instructions to Bidders and shall have the meanings indicated in the General Conditions or Instructions.
2. BIDDER proposes and agrees, if this BID is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to furnish and perform all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this BID and in accordance with the other terms and conditions of the Contract Documents.
3. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This BID will remain subject to acceptance for Sixty (60) Calendar Days after the Bid Opening. **BIDDER shall sign and deliver the required number of counterparts of the Agreement, including all required documents indicated by the Bidding Requirements, within Fifteen (15) Working Days after the date of OWNER's Notice of Award.**
4. In submitting this BID, BIDDER represents, as more fully set forth in the Agreement, that:
 - a. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date):

 Addendum No.: _____
 Date Received: _____
 - b. BIDDER has visited the site and is familiar and satisfied with the general, local and site conditions that may affect cost, progress, and furnishing and performing the Work.
 - c. BIDDER is familiar and satisfied with all federal, state and local Laws and Regulations that may affect cost, progress, and furnishing and performing the Work.

- d. BIDDER is aware of the general nature of work, if any, to be performed by OWNER (or others) at the site in relation to the Work for which this BID is submitted.
 - e. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
 - f. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing and performing the Work for which this BID is submitted.
 - g. This BID is **GENUINE** and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID. BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding. BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
5. BIDDER agrees to complete the Work in accordance with the Contract Documents.
- a. BIDDER acknowledges that the amounts are to be shown in both words and figures, and in case of discrepancy, the amount in words shall govern.
 - b. BIDDER acknowledges that the quantities are not guaranteed and final payment will be based on the actual quantities determined as provided in the Contract Documents.
 - c. BIDDER acknowledges that, at OWNER's option and/or at OWNER's request, any of the quantities may be deleted, reduced, or increased based upon the respective Unit Prices.
 - d. BIDDER acknowledges that Unit and Lump Sum Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.
 - e. BIDDER agrees to furnish all necessary labor, superintendence, plant, machinery, equipment, tools, materials, insurance, services and all other requirements deemed necessary to complete the items of Work indicated on the following pages for the specific dollar amounts stated.

BASE BID

BID ITEM	BID QTY.	UNIT	DESCRIPTION OF ITEM WITH PRICE WRITTEN IN WORDS	AMOUNT
1.	1	LS	Furnishing Mobilization, Insurance and Bonds as per plans and specifications for a lump sum price of _____ Dollars and _____ Cents.	\$ _____
2.	1	LS	Furnishing equipment, materials and labor for the installation of the CDBG temporary and a permanent acknowledgement sign as per page 02845-1 of the specifications for a lump sum price of _____ Dollars and _____ Cents.	\$ _____
3.	1	LS	Six (6) foot wide HMAC (2 Course Chip Seal) walk/jog trail approximately 7,734 LF including, but not necessarily limited to: subgrade prep with <u>lime treatment</u> , base, fill as required to intercept slope as specified, culvert(s) installation, removing and replacing fence sections, concrete trail markers including labor, equipment and materials for a complete installation as per plans and specifications for a lump sum price of _____ Dollars and _____ Cents.	\$ _____
4.	1	LS	Parking lot and roadway improvements approximately 760 SY including, but not necessarily limited to: subgrade prep, base material, two course chip seal, striping for one (1) new parking area at playground and necessary earthwork and grading including labor, equipment and materials for a complete installation complete in place as per plans and specifications for a lump sum price of _____ Dollars and _____ Cents.	\$ _____

BID ITEM	BID QTY.	UNIT	DESCRIPTION OF ITEM WITH PRICE WRITTEN IN WORDS	AMOUNT
5.	1	LS	Reinforced concrete sidewalk approximately 120 SY including, but not necessarily limited to: grading and earthwork, subgrade preparation, thicken edge/beam including labor, equipment and materials for a complete installation as per plans and specifications for a lump sum price of _____ Dollars and _____ Cents.	\$ _____
6.	1	LS	Solar park lighting including, but not necessarily limited to: pole foundation, pole and light fixture(s) (11 single and 2 double) as specified in the base bid indicated on the plans including labor, equipment and materials complete in place as per plans and specifications for a lump sum price of _____ Dollars and _____ Cents.	\$ _____
7.	1	LS	Modify existing timber vehicular and pedestrian bridge including, but not necessarily limited to: remove pedestrian rail, cut and remove portion of deck planks, install new walkway deck planks, install new timber curb, new pedestrian rail, wingwall boards including all labor, equipment and materials for a complete installation as per plans and specifications for a lump sum price of _____ Dollars and _____ Cents.	\$ _____

BID ITEM	BID QTY.	UNIT	DESCRIPTION OF ITEM WITH PRICE WRITTEN IN WORDS	AMOUNT
8.	1	LS	Two (2) Floating dock systems including, but not necessarily limited to: 20'x10' dock with 20' long x 4' wide walkway, with composite deck boards, aluminum frame, ADA compliant railing around deck and walkway, installed and anchored, and hardware, including labor, equipment and material for a complete installation as per plans and specifications for a lump sum price of _____ Dollars and _____ Cents.	\$ _____
9.	1	LS	One (1) Covered picnic table and foundation including labor, equipment and materials for a complete installation as per the plans and specifications for a lump sum price of _____ Dollars and _____ Cents.	\$ _____
10.	1	LS	Three (3) picnic tables surface mount type including labor, equipment and materials for a complete installation as per the plans and specifications for a lump sum price of _____ Dollars and _____ Cents.	\$ _____
11.	1	LS	Demolition of piers, fencing, and drain pipes as shown on the demolition plan including labor, equipment and materials for complete removal and disposal as per the plans and specifications for a lump sum price of _____ Dollars and _____ Cents.	\$ _____

BID BID DESCRIPTION OF ITEM WITH AMOUNT
ITEM QTY. UNIT PRICE WRITTEN IN WORDS

12. 1 LS Prepare, Implement and Maintain a storm water pollution prevention plan as per the plans and specifications for a lump sum price of

 _____ Dollars
 and _____ Cents. \$ _____

TOTAL BASE BID AMOUNT, for REBID - INFRASTRUCTURE AT LITTLE CHOCOLATE BAYOU COUNTY PARK FOR CALHOUN COUNTY, TEXAS - TEXAS GENERAL LAND OFFICE CONTRACT NO. 20-065-064-C182 AND CALHOUN COUNTY 2020 CDBG-DR CONTRACT WORK ORDER NO. E-1, being Items 1 thru 12 above is:

 _____ DOLLARS
 _____ CENTS. \$ _____

 _____ CALANDAR DAYS _____

+++++
AWARD OF CONTRACT SHALL BE BASED ON THE "BASE BID" WITH CONSIDERATION OF THE OWNER'S OPTIONS
 +++++

OWNER'S OPTIONS

BID BID DESCRIPTION OF ITEM WITH AMOUNT
ITEM QTY. UNIT PRICE WRITTEN IN WORDS

O1. 1 LS One (1) Solar park light fixture including, but not necessarily limited to: pole foundation, pole and light fixture as specified as owner's option indicated on the plans including labor, equipment and materials complete in place as per plans and specifications for a lump sum price of

 _____ Dollars
 and _____ Cents. \$ _____

 _____ CALANDAR DAYS _____

BID ITEM	BID QTY.	UNIT	DESCRIPTION OF ITEM WITH PRICE WRITTEN IN WORDS	AMOUNT
O2.	1	LS	Cross walk striping and signage including labor, equipment and materials complete in place as per plans and specifications for a lump sum price of _____ Dollars and _____ Cents.	\$ _____ CALANDAR DAYS _____
O3.	1	LS	Striping and Curb Stops at park entrance per sheet C4.1 including labor, equipment and materials complete in place as per plans and specifications for a lump sum price of _____ Dollars and _____ Cents.	\$ _____ CALANDAR DAYS _____
O4.	1	LS	Three (3) Cantilever Sun Shade Canopies including labor, equipment and materials complete in place as per plans and specifications for a lump sum price of _____ Dollars and _____ Cents.	\$ _____ CALANDAR DAYS _____
O5.	1	LS	Six (6) foot wide HMAC (2 Course Chip Seal) walk/jog trail approximately 7,734 LF including, but not necessarily limited to: subgrade prep with <u>moisture conditioned and geogrid</u> , base, fill as required to intercept slope as specified, culvert(s) installation, removing and replacing fence sections, concrete trail markers including labor, equipment and materials for a complete installation as per plans and specifications for a lump sum price of _____ Dollars and _____ Cents.	\$ _____ CALANDAR DAYS _____

BID ITEM	BID QTY.	UNIT	DESCRIPTION OF ITEM WITH PRICE WRITTEN IN WORDS	AMOUNT
O6.	1	LS	New cable fencing approximately 845 LF including, but not necessarily limited to: new post, cable, foundation and hardware including labor, equipment and materials complete in place as per plans and specifications for a lump sum price of _____ Dollars and _____ Cents.	\$ _____
			CALANDAR DAYS	_____

+++++

6. BIDDER agrees that the Work shall be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions when the Contract Times commences to run.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

7. The following documents are included and made a condition of this BID:
- a. Required Bid Security in the form of _____ .
 - b. Certificate as to Corporate Principal
 - c. Affidavit
 - d. Certificate of Interested Parties, Form 1295
 - e. System for Award Management – (sam.gov)
 - f. Certification Regarding Debarment & Suspension and Other Responsibility Matters
 - g. Certification Regarding Lobbying
 - h. Disclosure of Lobbying Activities
 - i. Conflict of Interest Questionnaire, Form CIQ
 - j. House Bill 89 Verification
 - k. Residence Certification
 - l. GLO – Contractor Certification of Efforts to Fully Comply with Employment and Training Provisions of Section 3
 - m. Document No. 00416 - Noncollusion Affidavit
 - n. Document No. 00420 – Bidder Qualification Statement
 - o. Document No. 00450 - Certification of Bidder Regarding Civil Rights Laws and Regulations

Submit **one original** and **three copies** of this bid and forms listed above. Please do not fold, bind or staple sets.

Bids must be returned in a **Sealed** 9 x 12 or larger envelope clearly marked:

SEALED BID: REBID - INFRASTRUCTURE AT LITTLE CHOCOLATE BAYOU COUNTY PARK FOR CALHOUN COUNTY, TEXAS - TEXAS GENERAL LAND OFFICE CONTRACT NO. 20-065-064-C182 AND CALHOUN COUNTY 2020 CDBG-DR CONTRACT WORK ORDER NO. E-1.

Submit Sealed Bid Before 2:00:00 PM, Thursday, June 30, 2022 to:

Honorable Richard H. Meyer, County Judge
Calhoun County Courthouse
211 South Ann Street, 3rd Floor, Suite 301
Port Lavaca, TX 77979

8. Communications about this BID shall be directed to BIDDER's address indicated below.

SUBMITTED this _____ day of _____, 2022.

Authorized Signature: _____

Name: _____

Title: _____

Attesting Signature: _____

Name: _____

Title: _____

Legal Firm Name: _____

Business Address: _____

Phone Number: _____

Facsimile Number: _____

E-Mail Address (optional): _____

State of Incorporation, if applicable: _____

State Contractor License No.: _____

END OF DOCUMENT

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

- (A) 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. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) **Certified Payroll Reports.**

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (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 subparagraph (a)(3)(ii)(b).
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

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

(4) Apprentices and Trainees.

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) 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 subparagraph B(1) of this paragraph, in the sum of **\$27** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Title 29: Labor

PART 3—CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Contents

- §3.1 Purpose and scope.
 - §3.2 Definitions.
 - §3.3 Weekly statement with respect to payment of wages.
 - §3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
 - §3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
 - §3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
 - §3.7 Applications for the approval of the Secretary of Labor.
 - §3.8 Action by the Secretary of Labor upon applications.
 - §3.9 Prohibited payroll deductions.
 - §3.10 Methods of payment of wages.
 - §3.11 Regulations part of contract.
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AUTHORITY: R.S. 161, sec. 2, 48 Stat. 848; Reorg. Plan No. 14 of 1950, 64 Stat. 1267; 5 U.S.C. 301; 40 U.S.C. 3145; Secretary's Order 01-2008; and Employment Standards Order No. 2001-01.

SOURCE: 29 FR 97, Jan. 4, 1964, unless otherwise noted.

§3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

§3.2 Definitions.

As used in the regulations in this part:

(a) The terms *building* or *work* generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways,

lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a *building* or *work* within the meaning of the regulations in this part.

(b) The terms *construction*, *prosecution*, *completion*, or *repair* mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms *public building* or *public work* include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term *building or work financed in whole or in part by loans or grants from the United States* includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is *employed* and receiving *wages*, regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term *any affiliated person* includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term *Federal agency* means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

§3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term *employee* shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this title during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, "Payroll (For

Contractors Optional Use)" or on any form with identical wording. Copies of Form WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982; 73 FR 77511, Dec. 19, 2008]

§3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

§3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A *bona fide prepayment of wages* is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met:

(1) The deduction is not otherwise prohibited by law;

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under §516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

§3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

§3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

§3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

§3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

§3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

§3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

06/09/2022 20:00 AM

SUBJECT:

LCB PARK
PRE-BID SIGN-IN

SHEET NO.

OF

<u>NAME</u>	<u>COMPANY</u>	<u>EMAIL</u>	<u>PHONE</u>
Esquivel mendon			
Ronnie Duenes	Keeley const.	rduenes@Keeley construction.com	210-441-9771
David Ondriks	KRAFTSMAN	DAVIDO@ KRAFTSMANPLAY.COM	361-563-5575
CHRIS GARZA	ENGOPLANET	CHRIS@ENGOPLANET.COM	832-425-8502
Dylan Turner	Derrick Construction	dylan@derrickconstruction.net	361-779-8823
Michael Smith	Derrick Construction	MIKE@derrickconstruction.net	361-717-0020
JARAD RAMIREZ	LYNN CONSTRUCTION	jarad.ramirez@lynn-construction.com	361-972-0123
Ronnie Smith	Lynn Const	Ronnie.Smith@lynngrp.com	361-972-0123
Kelly Kazmir	KAZMIR CONST	Kelly@KAZMIRCONST.COM	361-782-1821
CHAS CORNETT	MCM BAYCITY	CHAS@MCMBAYCITY.COM	830-643-9962
SCOTT MASON	G+W	Smason@gwengineers.com	361-552-4509

June 09, 2022 – 10:00 A.M.

G&W Project #: 5310.011e

**Re-Bid - Infrastructure at Little Chocolate Bayou Park Project – PRE-BID Conference –
MEETING MINUTES
Held at Park under Pavillion**

Attendees:

See Attached Sign in Sheet

Scott Mason (SM) opened up the meeting and welcomed everyone who was in attendance. Proceeded to introduce Darron Gann with G&W Engineers (DG)(G&W).

SM proceeded to explain that the length of the meeting would be unknown due to the fact that questions will be entertained one at a time with a pause in between answers due to the fact that DG was going to be taking very detailed notes. SM also suggested that we discuss all of the front-end documents first

SM explained that this is grant project and that there are very specific requirements for the grant. Proceeded to inform everyone that all questions would be would be answer at this meeting to the best of SM ability. It was also explained that any answer given at the meeting was verbal at this time and that an addendum would be issued in the future with every question that was asked pre, during and post meeting in the addendum and that will be the final answers. SM also notified bidders that the cut-off day and time for last questions regarding the bid documents is June 16, 2022 at 5:00 pm. From that point no answers to questions will be provided. Also, it was discussed that all questions after this pre-bid conference would need to come in email or CivCastUSA format to SM.

SM began discussing some of the specific grant requirements which included conformance to the Davis Bacon Wage Rate requirements. SM discussed that it will be the contractor's responsibility to verify their payroll and compliance and submit required forms on a weekly basis. SM discussed that all forms will be required to submitted that are noted in the package even if not applicable. Also, that the 1295 form is required to be turned in with the bid. SM confirmed bid due date of June 30, 2022 at 2:00:00. Explained that bids are due at this time and date to the judge's office and that it is located on the third floor at the court house. SM explained that bids will have to be submitted in the proposal provided in the bid package and no other formats will be allowed. SM discussed the requirement for the bidder to specify the amount of calendar days on provided form and that a bid bond was required.

SM asked if there were any further questions concerning the matters that had been discussed up to that point. At that time there were no further questions as the question concerning discussion to this point.

SM continued the meeting by discussing the budget for the projects. SM stated that he acknowledged that from the time the grant was submitted until now that the price of all materials has risen to a degree unaccountable. SM proceeded to let bidders know that the construction estimate for the project is \$700,000.00 for the park. SM discussed that the bid proposal had owners' options in the bid so that if the

bids where over the estimated cost for the base bid items that the County would have options for reducing and modifying the scope of construction work. It was discussed that this project is a re-bid that when originally bid the cost was too high and mainly for the bridge. G&W has put together a new modified scope which has a reduction in scope and changes to materials.

SM then provided an overview of the park improvements and briefly explained the components of the project and went through the bid tab item by item. Questions were verbally answered at the meeting in regards to the park improvements with acknowledgement from SM that the final answers would be made in writing in the addendum to come out.

No Further questions were asked regarding the plans and specifications and the meeting was adjourned.

Please reference supplemental attachment included within the addendum that has all questions raised at the meeting and any other RFI(s) that have come in before the question deadline. This attachment has detailed questions and official written FINAL answers.

G&W Project #: 5310.011c

Little Chocolate Bayou Park Improvements Project – Request for Information Responses
Cutoff Time June 16, 2022 at 5:00 PM

EMAILED/CivCastUSA RFI's:

1. *EnGoPlanet Energy Solutions is offering our solar powered Slim 4 and/or Slim 6 as equal substitutes to the First Light Technologies SCL2 wired lights specified in the plans. Specs can be viewed at <https://caddetails.com/main/company/viewfolder?folderID=28570&companyID=5477> See EnGoPlanet profile in CIVCAST for contact info.?*
 - a. **Please ensure that Pole Height can meet plan requirements and bury depth requirements. The light head will meet specifications upon initial review. Final “or equal” approval will be done during the shop drawing phase of the project after a contract is executed.**
2. *The new 3x12 walkway boards will they attach with SS screws and if so what length will be needed?*
 - a. **The plans do not address the walkway board being anchored. The boards will need to be secured with 316 SS lag bolts with a minimum of 3/8” in size and 2” embedment into the anchor member. The walkway member will need the bolts to be flushed on top (counter sunk). A 316 SS washer will need to be used. A minimum of three (3) per board per anchor member will be required. Alternative fasteners may be considered at the time of shop drawing review.**
3. *The flares on each side of the new walkway that will be adjusted, we should assume that we are adding at least one board on each side for elevation change of new walkway coming in, and not a complete replacement, correct?*
 - a. **Just additional board as necessary to account for the additional fill height for the walk trail. The wing wall will not be completely replaced.**
4. *We would like to offer our GridShift Solar Lighting CS-SIE-2124-2 as an equal. This is an all in one unit that will be able to provide more lumens than the light specified. Our product has a larger panel as well as battery and is made in the US. As opposed to the specified manufacturer, First Light Technologies, who is a Canadian based company.*
 - a. **Please ensure that Pole Height can meet plan requirements and bury depth requirements. The light head will meet specifications upon initial review. Final “or equal” approval will be done during the shop drawing phase of the project after a contract is executed.**
5. *Is there an alternative option for the walk path besides lime stabilization for the walk path?*
 - a. **There is. Please see the Geotechnical report for the project. The bid tab has been modified to include an owner’s options for moisture conditioned subgrade and geo-grid to be used in lieu of lime treated subgrade. 8” of moisture conditioned subgrade and geo-grid can be used in lieu of lime treated subgrade.**

PREBID CONFERENCE RFIs June 09, 2022 – 10:00 AM:

6. ***Piers are to be demolished and hauled off completely?***
 - a. **Yes. Please see general notes.**

7. ***Is there a place to put spoil material and organic material onsite?***
 - a. **Yes. Plan for all organic materials and excess materials to be disposed of onsite and graded out to a nice area per owner's request.**

8. ***Can cut/fill numbers be provided or cross-sections of the walk?***
 - a. **The intent of the entire trail is to be at grade plus six (6)". If there are issues or concerns where the walk path would make sense to be at grade instead of above then we will be able to approve this on a case-by-case basis. As for pipe crossings, in order to come above the pipe, it will need to be built up to clear the pipe with the appropriate limestone section and will need to maintain ADA slope requirements. The cut/fill line is shown on the plans from modeling that we have performed. A CAD file will be provided to the awarded contractor.**

9. ***Is the cable fence at the ball fields owners' option as shown on plans or base bid like bid proposal?***
 - a. **All cable fencing is owner's option. The bid proposal has been updated.**

10. ***Will the sidewalks and walking trail need to be re-vegetated after construction?***
 - a. **Please have a SWPPP include addressing this. If it is required by the SWPPP then those measures may need to be implemented.**

11. ***Tree protection be required? Adjust alignment?***
 - a. **Due to the disturbance of the project re-alignment and tree protection is not intended. Some adjustments may be necessary but anticipated to be minor in nature.**

12. ***Storage facility for material (lights, cable fencing etc.)?***
 - a. **The county pct 1 barn might have some room for storage of valuable items. Any equipment will not be secured and will be up to the contractor to secure if they so wish.**