

September 24, 2015
ADDENDUM #4 to Bid Documents for the
Hidalgo County Regional Mobility Authority
US 281/BSIF CONNECTOR PROJECT CONTRACT NO. 0220-01-023, Etc.
Advertised August 2, August 9, and August 16, 2015

BACKGROUND ON THE CHANGES TO BID DOCUMENTS

1. **Background**—due to recent changes in State/Federal project construction funding sources, the HCRMA was going to delay the US 281 / BSIF Connector Project bid opening currently scheduled for September 30, 2015 and rebid in early 2016. However, TxDOT is working to reprogram the new construction funds in a manner that allows the HCRMA to continue to open bids on September 30, 2015 as intended upon issuance of Addendum #1.
2. **Given the background information above, there will be three (3) changes to the bid documents outlined below which pertain to the following:**
 - An addendum to Section B that will cancel the need for the Additional Pre-Bid Meeting which was scheduled for Friday September 25, 2015 (per Addendum #3) as that meeting is no longer required due to the bid opening staying as scheduled for September 30, 2015 at 3:05PM.
 - An addendum to Section F (specifically Attachment A) that will allow the HCRMA to accept bids within 120 days (instead of the original 90 days) due to the need for additional time required for the construction fund reprogramming.
 - An addendum to Section S (specifically Special Provision to Item 003, 003-001L) that will allow the HCRMA to award, reject, or defer the Contract within 120 days (instead of the original 90 days) due to the need for additional time required for the construction fund reprogramming.

CHANGES TO BID DOCUMENTS

1. **Replace Section B “Invitation to Bid” in its entirety**
2. **Replace Section F “Attachments” in its entirety**
3. **Replace Special Provision 003-001L (only) in its entirety within Section S**

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Hidalgo County Regional Mobility Authority
US 281/BSIF CONNECTOR PROJECT CONTRACT NO. 0220-01-023, Etc.
Advertised August 2, August 9, and August 16, 2015

END OF ADDENDUM

Hidalgo County Regional Mobility Authority

US 281/BSIF CONNECTOR PROJECT

CONTRACT NO. 0220-01-023, Etc.

US 281

B. INVITATION TO BID

For the construction of a non-tolled facility from 0.45 mile east of SP 600 to FM 2557 (Stewart Road) along US 281 (Military Highway), including a grade-separated interchange at the SH 365/US 281 (Military Highway) intersection, and a 0.70-mile non-tolled BSIF Connector from US 281 (Military Road) to SP 29 (Veterans Boulevard) which consist of: of grading, flexible base, lime treated subgrade, asphaltic concrete pavement, concrete pavement, signing and pavement markings, cross culverts, bridge structures and illumination.

Payment for the project will be made as defined in the specifications.

Sealed Proposals for the above project will be received by Hidalgo County Regional Mobility Authority (HCRMA), Attn: Pilar Rodriguez, PE, 118 South Cage Boulevard, 4th Floor, Pharr, Texas 78577, until 3:00 P.M. C.S.T., Wednesday, September 30, 2015. Bids will be opened and read aloud at the same location within the City Commission Chambers on the 2nd Floor at 3:05 P.M. C.S.T. (as per Hidalgo County Regional Mobility Authority time clock) on deadline due date.

The work under this Contract shall be Substantially Complete within five hundred and thirty five (535) calendar days after the initial notice to proceed (NTP). The Contractor will be allowed up to an additional thirty (30) calendar days for Final Acceptance. The contract time includes the mobilization and materials procurement period. The complete list of estimated quantities is located in the bid tab. The principal items of work are as follows:

- | | |
|----------------------------------|------------------------------|
| • Excavation | • Concrete Structures |
| • Embankment | • Drainage |
| • Drill Seeding | • Illumination |
| • Flexible Base | • Signage |
| • Lime Treat Subgrade | • Signals |
| • Lime Treat Flexible Base | • Pavement Markers |
| • Hot Mix | • Irrigation |
| • Concrete Pavement (Conc Reinf) | • Geogrid Base Reinforcement |

To receive and subsequently submit Official Proposals for this Contract, prospective bidders shall, meet the following requirements:

- Be eligible to work on Federal Projects.
- Be prequalified by TxDOT to perform the work.

Hidalgo County Regional Mobility Authority cannot be held liable in the event a party is unable to submit a valid bid due to delay in the prequalification procedure. Securing prequalification and the timing thereof, shall at all times be the sole responsibility of the Prospective Bidder.

- The contract will be awarded in accordance with Hidalgo County Regional Mobility Authority Procurement and Policy Procedures. A copy of the Procurement and Policy Procedures is available online at the Hidalgo County Regional Mobility Authority website at: www.hcrma.net

A Pre-bid Meeting will be held for this project on Friday, August 14, 2015 at 1:30 P.M. C.S.T, at the McAllen Convention Center located 700 Convention Center, Room 102-ABC, McAllen, Texas 78505. The Pre-bid Meeting is **MANDATORY** and prospective bidders must attend in order to have their proposal opened. A DBE Conference will also be held for this project on that same date and in the same room at 3:00 P.M. C.S.T. This session is intended to allow DBE firms and companies the opportunity to meet and discuss potential teaming opportunities with prospective bidders. Although attendance at the DBE networking session is not a requirement for submitting a proposal, Hidalgo County Regional Mobility Authority strongly encourages participation.

~~An Additional **MANDATORY** Pre bid Meeting will be held for this project on Friday, September 25, 2015 at 1:30 P.M. C.S.T, at the McAllen Convention Center located 700 Convention Center, Room 102-ABC, McAllen, Texas 78505. Due to recent changes in State/Federal project construction funding sources, the HCRMA will delay the US 281 / BSIF Connector Project bid opening currently scheduled for September 30, 2015 and rebid in early 2016. Therefore all interested bidders are required to attend the additional mandatory pre bid meeting in order to obtain more information regarding the rescheduling of the construction contract letting of the US 281 / BSIF Connector Project.~~

Plans and proposals will be available from the HCRMA website at www.hcrma.net.

Typed-written RFI's shall be sent accompanied by a transmittal form to the General Engineering Consultant (GEC), and the GEC will return signed transmittal forms signaling receipt of RFI. RFI's will not be answered by phone and non-typed written RFI's will not be answered. All inquiries shall be submitted by 3:00 P.M. C.S.T. on Wednesday, September 23, 2015. Inquiries beyond this date will not be responded, and Addenda will be available wherever Bid Documents are made available.

Standard Specifications (Texas Department of Transportation "Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges", 2014), which form an integral part of this Contract, are available online at the Texas Department of Transportation (TxDOT) website at www.txdot.gov.

PROPOSAL REQUIREMENTS

Each Proposal must be accompanied by a Bid Guaranty consisting of either a Bid Guaranty Check in the amount of at least five (5) percent of the Total Bid Amount or a Bid Bond (on the form provided) in the amount of at least five (5) percent of the Total Bid Amount. The

Bid Guarantee Check must be a cashier's **check, money order, or teller's check issued by a state or national bank, savings and loan association, or a** state or federally chartered credit union and made payable to Hidalgo County Regional Mobility Authority. The Bid Guarantee Check must be dated on or before the letting date and must be less than 90 days old.

An 8.5% DBE goal is established for this project.

PUBLIC INFORMATION

The Hidalgo County Regional Mobility Authority considers all responses to this solicitation to be public information subject to the Texas Open Records Act. Any information considered proprietary by the proposer must be clearly marked as such. If any marked information is requested to be released, it will be submitted to the Texas Attorney General for a determination.

You must sign below in INK; failure of an authorized representative of the company to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Taxpayer Identification Number (TIN): _____

Telephone No. _____ Fax No. _____ E-mail _____

Print Name: _____ Signature: _____

(Your signature attests to your authorized offer to provide the goods and/or services in this bid according to the published provision of this bid. When an award letter is issued, this Bid becomes the contract. If a Bid required specific Contract is to be utilized in addition to this Bid, this signed Bid will become part of that contract. When an additional Contract is required a Bid award does not constitute a contract award and Bid / Contract is not valid until contract is awarded by Hidalgo County Regional Mobility Authority Board of Directors (when applicable) signed by the Chairman and Purchase Order is issued).

Hidalgo County Regional Mobility Authority (HCRMA)

Pilar Rodriguez, PE, Executive Director

118 South Cage Boulevard, 4th Floor, Pharr, Texas 78577

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Hidalgo County Regional Mobility Authority

US 281/BSIF CONNECTOR PROJECT

CONTRACT NO. 0220-01-023, Etc.

US 281

F. ATTACHMENTS

ATTACHMENT A

The undersigned certifies that the Bid prices contained in this Bid have been carefully checked and are submitted as correct and final and if Bid is accepted (within 120 days), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of _____ this day Personally appeared _____ who, after having first been duly sworn, upon oath did depose and say; That the foregoing Bid submitted by _____ hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said Bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other Bidder. The Bidder is not a member of any trust, pool, or combination to control the price of products or services Bid on, or to influence any person to Bid or not to Bid thereon. I further affirm that the Bidder has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted Bid. The contents of this Bid as to prices, terms or conditions of said Bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Bid.

Name and Address of Bidder:

Signature

Phone Number (_____) _____
Fax Number (_____) _____
Email _____

Name: _____ Title: _____

SWORN TO AND SUBSCRIBE BEFORE ME THIS _____ day of _____ 20____.

Notary Public in and for County _____ State _____

THIS FORM MUST BE RETURNED WITH YOUR BID

Hidalgo County Regional Mobility Authority

US 281/BSIF CONNECTOR PROJECT

CONTRACT NO. 0220-01-023, Etc.

US 281

ATTACHMENT B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY EXPRESSLY REQUESTS THAT BIDDERS / PROPOSERS NOT DISCUSS THIS ENGAGEMENT OR THIS BIDDER'S / PROPOSER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER BIDDERS / PROPOSERS OR ANY HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY BOARD MEMBER, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY. EXCLUDED ARE PRE-BID OR DBE CONFERENCES, EVALUATION COMMITTEE SCHEDULED VENDOR PRESENTATIONS OR VENDOR INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS.

1. Has any individual with the firm submitting this Proposal/Bid/Response made any contact with any HCRMA Board Member (listed on the next page), or an Evaluation Committee member (listed on the next page) concerning this Invitation to Bid/RFP/RFQ, other than questions to the General Engineering Consultant?

2. Has any individual with the firm submitting this Proposal/Bid/Response made any contact with any other Bidder or Proposer concerning this Invitation to Bid/RFP/RFQ?

Signature of person submitting this Bid: _____ Date: _____

Hidalgo County Regional Mobility Authority Board Members:

- Randy Sweeten - Chairman
- Josue Reyes - Vice Chairman
- Ricardo Perez - Secretary/Treasurer
- Julian Ybarra, Jr. - Director
- David Guerra - Director
- Forrest Runnels - Director
- Alonzo Cantu - Director

Evaluation Committee Members:

- Pilar Rodriguez, PE – HCRMA, Executive Director
- Celia Gaona, CIA – HCRMA, Auditor / Compliance Officer
- Louis H. Jones, Jr., PE – Dannenbaum Engineering Corporation, HCRMA Program Manager
- Gustavo O. Lopez, PE – Dannenbaum Engineering Corporation, HCRMA Deputy Program Manager

THIS FORM MUST BE RETURNED WITH YOUR BID

Hidalgo County Regional Mobility Authority

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ATTACHMENT C

PROPOSER/BIDDER represents and warrants that PROPOSER/BIDDER, including any of its partners, members, or owners, is not delinquent in the payment of any taxes owed to Hidalgo County or the State of Texas.

Signature of person submitting this Bid

Date: _____

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS SHEET INTENTIONALLY LEFT BLANK

Hidalgo County Regional Mobility Authority

US 281/BSIF CONNECTOR PROJECT

CONTRACT NO. 0220-01-023, Etc.

US 281

ATTACHMENT D

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY Date Received	
1	Name of person who has a business relationship with local governmental entity.	
2	<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 the originally filed questionnaire becomes incomplete or inaccurate.)	
3	Name of local government officer with whom filer has employment or business relationship. _____ Name of Officer This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? <input type="checkbox"/> Yes <input type="checkbox"/> No B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

Yes No

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

4

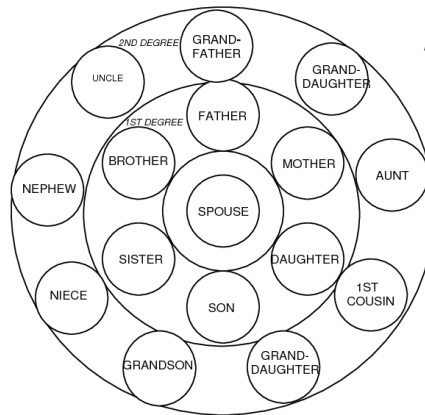
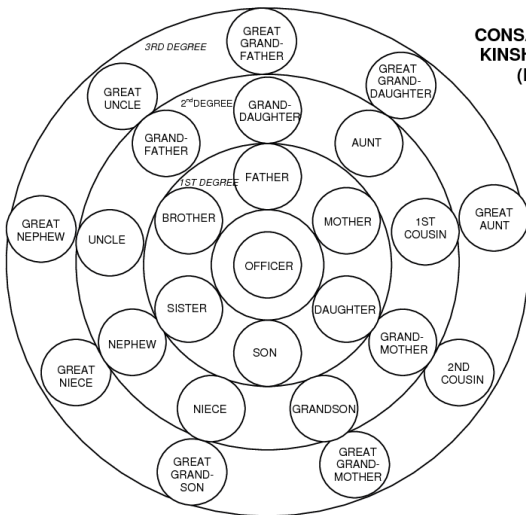
Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

5. Does any individual with the firm submitting BID, RFP, RFQ have any business relationship with any Hidalgo County Regional Mobility Authority Board Member, Official or employee within the third degree of Consanguinity kinship or the second degree of Affinity kinship (as defined by V.T.C.A., Local Government Code, Section 573.021 and the Consanguinity and Affinity Relationship Chart below)? Y / N

IF DISCLOSING: BIDDER / PROPOSER MUST ALSO FILE WITH THE COUNTY CLERK'S OFFICE AS THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY WILL NOT BE FILING ON THE BIDDER'S BEHALF.



Signature of person submitting this Bid: _____ Date: _____

THIS FORM MUST BE RETURNED WITH YOUR BID

Hidalgo County Regional Mobility Authority

US 281/BSIF CONNECTOR PROJECT

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US 281

ATTACHMENT E

CONFLICTS CERTIFICATION

1. **Business Relationships**: The Hidalgo County Regional Mobility Authority (HCRMA) has adopted a conflict of interest policy which generally requires disclosure of any business relationships with HCRMA board members or key personnel, as designated on the Authority’s website. The Conflict of Interest Policy, the list of Board Members and Key Personnel, and the Conflict of Interest Questionnaire can be obtained from the HCRMA website under the “Forms” section (www.hcrma.net/forms.html) and should be returned with your bid. Any subconsultants to the Bidder shall adhere to this policy and provide any required disclosures.
2. **Adverse Matters**: Bidder must disclose conflicts of interest by identifying any matter in which the Bidder becomes adverse to the HCRMA or the Texas Department of Transportation or to the State of Texas or any of its boards, agencies, commissions, universities, elected or appointed officials, or Hidalgo County during the term of the Agreement.
3. **Direct and Indirect Interest**: During the term of the Agreement, the Bidder, including any of its principals, will have no undisclosed interest, direct or indirect, that would conflict in any manner or degree with the performance of Bidder’s obligations under the agreement, including, but not limited to, ownership of property in the right-of-way of any of the independent projects of the Hidalgo County Roadway System. The Bidder warrants that, in the performance of the Agreement, the Bidder shall not employ any person, or subcontractor with any entity, having such known, undisclosed interest.

Signature of person submitting this Bid

Date

THIS FORM, THE REFERENCED FORM FROM THE HCRMA WEBSITE, & ANY RELEVANT DISCLOSURE STATEMENTS MUST BE RETURNED WITH YOUR BID

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Hidalgo County Regional Mobility Authority

US 281/BSIF CONNECTOR PROJECT

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ATTACHMENT F

Certification Regarding Debarment, Suspension Ineligibility

PROPOSER/BIDDER certifies that the responding entity and its principals are eligible to participate in the proposed contract and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the PROPOSER/BIDDER is in compliance with the State of Texas statutes and rules relating to procurement and that PROPOSER/BIDDER is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

Specifically, as is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or 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, theory, 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 government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature of person submitting this Bid

Date

THIS FORM MUST BE RETURNED WITH YOUR BID

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Hidalgo County Regional Mobility Authority

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ATTACHMENT G

The PROPOSER/BIDDER warrants its compliance with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and represents that it maintains a drug-free work environment. The PROPOSER/BIDDER further warrants its compliance with the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 which rule shall be incorporated by reference into any contract with the HCRMA.

Signature of person submitting this Bid

Date:_____

THIS FORM MUST BE RETURNED WITH YOUR BID

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Hidalgo County Regional Mobility Authority

US 281/BSIF CONNECTOR PROJECT

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ATTACHMENT H

The PROPOSER/BIDDER agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under any Contract with the HCRMA.

Signature of person submitting this Bid

Date: _____

THIS FORM MUST BE RETURNED WITH YOUR BID

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Hidalgo County Regional Mobility Authority

US 281/BSIF CONNECTOR PROJECT

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ATTACHMENT I

The PROPOSER/BIDDER agrees that if it enters into any contract with the HCRMA, it shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in such contract. The PROPOSER/BIDDER warrants that it will retain all such records for a period of four (4) years after the expiration of the contract, or until the HCRMA, TxDOT, or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The PROPOSER/BIDDER agrees to grant access to all books, records and documents pertinent to the contract to the HCRMA, TxDOT, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Signature of person submitting this Bid

Date: _____

THIS FORM MUST BE RETURNED WITH YOUR BID

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Special Provision to Item 003

Award and Execution of Contract



Item 003, "Award and Execution of Contract," of the Standard Specifications, is voided and replaced by the following:

Item 3L

Award and Execution of Contract

1. AWARD OF CONTRACT

The Owner will award, reject, or defer the Contract within **120** days after the opening of the bid. The Owner reserves the right to reject any or all bids and to waive technicalities in the best interest of the Owner.

- 1.1. **Award.** The Owner will award the Contract to the low Bidder as determined by Article 2.10., "Tabulating Bids." The Owner may award a Contract to the second lowest Bidder when the following requirements have been met:
- The low Bidder withdraws its bid.
 - The low Bidder fails to enter into a contract with the Owner after Award
 - The second low Bidder's unit bid prices are reasonable.
- 1.2. **Rejection.** The Owner will reject the Contract if:
- Collusion may have existed among the Bidders. Collusion participants will not be allowed to bid future bids for the same Contract.
 - The low bid is mathematically and materially unbalanced. The Bidder will not be allowed to bid future bids for the same Contract.
 - The lowest bid is higher than the Owner's estimate and re-advertising for bids may result in a lower bid.
 - Rejection of the Contract is in the best interest of the Owner.
- 1.3. **Deferral.** The Owner may defer the award or rejection of the Contract when deferral is in the best interest of the Owner.

2. RESCINDING OF AWARD

The Owner reserves the right to cancel the award of any Contract before Contract execution with no compensation due when the cancellation is in the best interest of the Owner. The Owner will return the bid guaranty to the Contractor.

3. DISADVANTAGED BUSINESS ENTERPRISE (DBE)/HISTORICALLY UNDERUTILIZED BUSINESS/SMALL BUSINESS ENTERPRISE (SBE)

Submit all DBE/HUB/SBE information in the time frame specified when required by the bid documents.

4. EXECUTION OF CONTRACT

Provide the following within 15 days after written notification of award of the Contract:

- 4.1. **Contract.** Executed by Contractor and Surety.

- 4.2. **Bonds.** Executed performance bond and payment bond in the full amount of the Contract price with powers of attorney. Provide bonds in accordance with Table 1. Furnish the payment and performance bonds as a guaranty for the protection of the claimants and the Owner for labor and materials and the faithful performance of the work.

Table 1
Bonding Requirements

Contract Amount	Required Bonds
Less than \$25,000	None
\$25,000 to \$100,000	Payment
More than \$100,000	Performance and Payment

- 4.3. **Insurance.** Submit a Certificate of Insurance showing coverages in accordance with Contract requirements.

Insurances must cover the contracted work for the duration of the Contract and must remain in effect until final acceptance. Failure to obtain and maintain insurance for the contracted work may result in suspension of work or default of the Contract. If the insurance expires and coverage lapses for any reason, stop all work until the Owner receives an acceptable Certificate of Insurance.

Provide the Owner with a Certificate of Insurance verifying the types and amounts of coverage shown in Table 2. The Certificate of Insurance must be in a form approved by the Owner. Any Certificate of Insurance provided must be available for public inspection.

Table 2
Insurance Requirements

Type of Insurance	Amount of Coverage
Commercial General Liability Insurance	Not Less Than: \$600,000 each occurrence
Business Automobile Policy	Not Less Than: \$600,000 combined single limit
Workers' Compensation	Not Less Than: Statutory
All Risk Builder's Risk Insurance (For building-facilities Contracts only)	100% of Contract Price

By signing the Contract, the Contractor certifies compliance with all applicable laws, rules, and regulations pertaining to workers' compensation insurance. This certification includes all subcontractors. Pay all deductibles stated in the policy. Subcontractors must meet the requirements of Table 2 either through their own coverage or through the Contractor's coverage.

The Workers' Compensation policy must include a waiver of subrogation endorsement in favor of the Owner.

For building-facilities Contracts, provide All Risk Builder's Risk Insurance to protect the Owner against loss by storm, fire or extended coverage perils on work and materials intended for use on the project including the adjacent structure. Name the Owner under the Lost Payable Clause.

For Contracts with railroad requirements, see project-specific details for additional insurance requirements.

Provide a substitute Surety on the Contract bonds in the original full Contract amount within 15 days of notification if the Surety is declared bankrupt or insolvent, the Surety's underwriting limitation drops below the Contract amount or the Surety's right to do business is terminated by the Owner. The substitute Surety must be authorized by the laws of the State and acceptable to the Owner. Work will be suspended until a substitute Surety is provided. Working day charges will be suspended for 15 days or until an acceptable Surety is provided, whichever is sooner.

The work performed under this section will not be measured or paid for directly but will be subsidiary to pertinent items.

- 4.4. **Railroad Documents.** Provide all required documents for satisfaction of railroad requirements for projects that have work which involves railroad right of way.

5. FAILURE TO ENTER CONTRACT

If the Contractor fails to comply with all of the requirements in Article 3.4., "Execution of Contract," the bid guaranty will become the property of the Owner, not as a penalty, but as liquidated damages. The Contractor forfeiting the bid guaranty will not be considered in future bids for the same work unless there has been a substantial change in design of the work.

6. APPROVAL AND EXECUTION OF CONTRACT

The Contract will be approved and signed under authority of the Owner.

7. RETURN OF BID GUARANTY

The bid guaranty check of the low Bidder will be retained until after the Contract has been rejected or awarded and executed. Bid bonds will not be returned.

8. BEGINNING OF WORK

Do not begin work until authorized in writing by the Owner.

When callout work is required, provide a method of contact available from 8 A.M. until 5 P.M. every work day and 24 hr. a day, 7 days a week for projects with emergency mobilization, unless otherwise shown on the plans. The time of notice will be the transmission time of the notice sent, provided orally, or provided in person by the Owner's representative.

Verify all quantities of materials shown on the plans before ordering.

For projects with alternate bid items, the work order will identify the base bid work and additive or deductive alternate work to be performed. The Owner makes no guarantee that the additive or deductive alternate work will be required.

9. ASSIGNMENT OF CONTRACT

Do not assign, sell, transfer, or otherwise dispose of the Contract or any portion rights, title, or interest (including claims) without the approval of the Owner or designated representative. The Owner must deem any proposed assignment justified and legally acceptable before the assignment can take place.

10. EXCLUDED PARTIES

The Contractor certifies by signing the Contract that the Contractor will not enter into any subcontract with a subcontractor that is debarred or suspended by the Owner or by any state or federal agency.

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