

December 16, 2019

Request for Bids TO-20-02

Concrete Pads

Phase 9 Group 2.1

Topeka Metropolitan Transit Authority (Metro) is requesting bids from qualified contractors to construct ADA-accessible bus stop pads at seventeen (17) locations in the City of Topeka. This is a single-job contract.

Proposers shall have sufficient experience and qualifications to construct concrete bus stop pads in accordance with the attached engineering studies (see Appendix III). Proposer will be responsible for all aspects of this project, including but not necessarily limited to:

- remove existing concrete and trees if necessary and construct new pads;
- follow all contract requirements on pages 3-12;
- acquire all necessary licenses, certifications, and permits, and payment of fees for same;
- Metro's engineer will complete site staking prior to excavation;
- provide the original PDF file of the site plan when applying for City permits;
- provide a pedestrian detour when sidewalks are closed due to construction;
- provide a traffic control plan to the City of Topeka in conformance with city standards;
- ensure that each site is ADA-accessible from/to curbs and sidewalks;
- furnish all labor, material and equipment necessary for satisfactory contract performance;
- provide a one-year warranty from the date of Substantial Completion;
- hire all subcontractors and ensure their compliance with contractual requirements; and,
- ensure that the completed site is clean, any site damages repaired (i.e. sprinklers, sidewalks), and ready for use upon completion.

Davis-Bacon reporting requirements must be completed each week. The most recent Davis-Bacon wage rates for building projects in the State of Kansas are attached (Appendix I). The contractor is responsible for complying with Davis-Bacon wage rates and postings as required. The worksite posting is attached (Appendix II).

Contract must be complete August 31, 2020. Allowances for obtaining permits and tax-exempt certificates, processing change orders and rain delays have been incorporated into the schedule. Contractor should show steady progress throughout the term of the contract.

Proposed price quotes must include all costs to complete the project, including cost of licenses, certifications and permits. The contract will show the successful proposer's price quote as the amount that may not be exceeded.

Metro will evaluate all proposals to ensure that specifications are addressed and that the proposer is qualified to perform the work. As part of your bid, include your qualifications and your experience with this type of work, as well as your understanding of the work to be performed. Please provide at least two recent references with current contact information.

The contract will be awarded to the qualified proposer with the lowest bid price. If only one bid is received, Topeka Metro will require the cooperation of the single bidder in order to perform a Cost Analysis of the bid.

No advantage shall be taken by the contractor or any subcontractor in fulfilling the terms of this project due to omission of specifications by Metro.

In order to be considered for contract award, your bid must be received in the Metro office by **1:00pm on Thursday, January 2, 2020.**

The price quote forms and the certifications on pages 13-38 are part of your bid and must be completed by all bidders. Bids that do not include the price quotes and fully-executed certifications may not be considered. Please provide the summary for your price quote forms, summarizing your cost for each site and showing any costs that are not site-specific. Break down your total bid into equipment/materials, labor and profit.

Metro's current DBE goal is 2.00%. There is no DBE goal for this contract. If your firm is a DBE, or if you will be sub-contracting with a DBE, please attach a copy of the current DBE certificate. Upon contract award, all proposals will be public record and posted to Metro's website. Metro recommends that proposers exclude any trade secret, proprietary or confidential information from their proposals.

Electronic bids are the preferred method of submission. If submitting bids on paper, please provide three copies. Bids are to be sent to:

Topeka Metropolitan Transit Authority
Attn: Karla Richardson
201 North Kansas Avenue
Topeka, KS 66603
krichardson@topekametro.org

If you have any questions concerning this Request, or if you need clarification or additional information, please contact:

Karla Richardson
785-730-8622
krichardson@topekametro.org

The preceding specifications and the following clauses and certifications will be part of the contract.

1.0 ACCESS TO RECORDS

The Contractor agrees to provide Metro, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.15 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302 and 49 CFR 633.5, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until Metro, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 2 CFR 200.333 and 2 CFR 200.336. FTA does not require the inclusion of these requirements in subcontracts.

2.0 ADA ACCESS

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC 12112, Contractor agrees that it will comply with the requirements of the US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

3.0 ASSIGNMENT AND DELEGATION

Contractor shall neither delegate any duties or obligations under this contract, nor assign, transfer, convey, sublet, subcontract or otherwise dispose of the contract or its right, duty, title or interest in or to the same, or any part thereof, without previous written consent of Metro.

4.0 BUY AMERICA

The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 USC 5323(j)(2)(c) and 49 CFR 611.11. Rolling stock must be assembled in the United States and have over 60% domestic content for deliveries prior to FY2018, over 65% for deliveries in FY2018 and FY2019, and over 70% for deliveries in FY2020 and thereafter. A bidder or offeror must submit to Metro the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier sub-contractors.

5.0 CARGO PREFERENCE

The contractor agrees: (1) to use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the contract to the extent such vessels are available at fair and reasonable rates for US-Flag commercial vessels; (2) to furnish within 20 working days following the date of loading for shipments originating within the U.S. or within 30 working days following the date of loading for shipments originating outside the U.S., a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described above to:

Division of National Cargo
Office of Market Development
Maritime Administration
Washington, DC 20590

with a copy to Metro (through the contractor in the case of a subcontractor's bill-of-lading); and, (3) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

6.0 CIVIL RIGHTS

- 6.1 Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 USC 12132, and Federal transit law at 49 USC 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- 6.2 Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:
- 6.2.1 Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and Federal transit law at 49 USC 5332, the contractor agrees to comply with all applicable equal employment opportunity requirements of US Department of Labor (USDOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the project. The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.
- 6.2.2 Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC 623 and Federal transit law at 49 USC 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 6.2.3 Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC 12112, the Contractor agrees that it will comply with the requirements of the US Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.
- 6.3 The contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
- 6.4 If the contract involves federal funds, the provisions of this subsection do not apply. If the contract does not involve federal funds, and if contractor’s contracts with Topeka Metro for the current fiscal year cumulatively total more than \$5,000 and the contractor has four or more employees during the term of this contract, the contractor also agrees to observe the provisions of the Kansas Act Against Discrimination and the Kansas Age Discrimination in Employment Act and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin or ancestry. In all solicitations or advertisements for employees, the contractor shall include the phrase, “equal opportunity employer,” or a similar phrase to be approved by Topeka Metro. If the contractor fails to comply with the reporting or other requirements of the Kansas Human Rights Commission under K.S.A. 44-1031 or K.S.A. 44-1116, and amendments thereto, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by Topeka Metro. If contractor is found guilty of a violation of the Kansas Act Against Discrimination or the Kansas Age Discrimination in Employment Act under a decision or order of the Kansas Human Rights Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by Topeka Metro. Contractor agrees to include the binding provisions of this subsection in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

7.0 CLEAN AIR AND WATER

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor agrees to report each violation to Metro and understands and agrees that Metro will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8.0 COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS

Contractor shall at all times be solely responsible for complying with all applicable local, state and federal laws, ordinances and regulations in connection with the performance of this contract.

9.0 CONFIDENTIALITY

Between the date and time that proposals are due, until award of the contract by Metro, no information will be released which may have an adverse impact upon the negotiations or selection process. No information will be shared about the distinguishing characteristics or deficient characteristics of any proposal. All documents received by Metro are subject to the Kansas Open Records Act, KSA 45-215, et seq., and the Freedom of Information Act, 5 USC 552.

10.0 CONFLICT OF INTEREST

No director or employee of Topeka Metropolitan Transit Authority, during his/her tenure or within one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

11.0 CONTRACT CHANGES

Any proposed change to this contract shall be submitted to Metro in writing for approval. No change in this contract shall be made unless Metro gives prior written approval. Contractor shall be liable for all costs, damages and/or liabilities, and for proper corrections, resulting from any specification change not properly approved in writing by Metro. Changes that have not been approved by Metro shall place Contractor in default of the contract.

12.0 CONTRACT WORK HOURS & SAFETY STANDARDS

- 12.1 Overtime Requirements – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 12.2 Violation; Liability for Unpaid Wages; Liquidated Damages – In the event of any violation of the clause set forth in paragraph 11.1, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 11.1, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 11.1.
- 12.3 Withholding for Unpaid Wages and Liquidated Damages – Metro shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 11.2.
- 12.4 Subcontracts – The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 11.1 through 11.4 and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs 11.1 through 11.4.

13.0 DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

- 13.1 Minimum Wages
 - 13.1.1 All laborers and mechanics employed or working upon the site of the work (or under the U.S. Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1.4) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1.2) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
 - 13.1.2 (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) Except with respect to helpers as defined at 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to:

Administrator
Wage and Hour Division
Employment Standards Administration
US Department of Labor
Washington, DC 20210

The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

13.1.3 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.

13.1.4 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.

13.1.5 (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to:

Administrator
Wage and Hour Division
Employment Standards Administration
US Department of Labor
Washington, DC 20210

The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

13.2 **Withholding** – Metro shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of

wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the US Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Metro 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.

13.3 Payrolls and Basic Records

- 13.3.1 Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the US Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- 13.3.2 (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Metro for transmission to the FTA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), US Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5 and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3; and,
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the U.S. Code.
- 13.3.3 The contractor or subcontractor shall make the records required under this section available for inspection, copying, or transcription by authorized representatives of the FTA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

13.4 Apprentices and Trainees

- 13.4.1 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 US Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a

locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the US Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- 13.4.2 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 US Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the jobsite 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 as a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the jobsite 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.
- 13.4.3 Equal Employment Opportunity – The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- 13.5 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.
- 13.6 Subcontracts – The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all the contract clauses in 29 CFR 5.5.
- 13.7 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.
- 13.8 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.
- 13.9 Disputes Concerning Labor Standards – Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Metro, the US Department of Labor, or the employees or their representatives.
- 13.10 Certification of Eligibility
- 13.10.1 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 of 29 CFR 5.12(a)(1).
- 13.10.2 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 of 29 CFR 5.12(a)(1).
- 13.10.3 The penalty for making false statements is prescribed in the US Criminal Code, 18 USC 1001.
- 14.0 **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**
- 14.1 This contract is subject to the requirements of 49 CFR Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Metro's overall 2019-2021 goal for DBE participation is 2.00%; the race neutral goal is 1.12%, and the race conscious goal is 0.88%. There is no contract goal for this procurement.
- 14.2 The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the

- termination of this contract or such other remedy as Metro deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- 14.3 The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Metro.
 - 14.4 The contractor may not hold retainage from its subcontractors.
 - 14.5 The contractor must promptly notify Metro, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Metro.

15.0 ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

16.0 EQUAL EMPLOYMENT OPPORTUNITY – USDOL

During the performance of this contract: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, gender or national origin. (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (7) The contractor will include this clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order, and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part contract; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

17.0 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Metro will comply with the requirements of 49 USC 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

18.0 FEDERAL CHANGES

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

19.0 FLY AMERICA

The contractor agrees to comply with 49 USC 40118 (the Fly America Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. flag air carriers for U.S. government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

20.0 INCORPORATION OF FTA TERMS

These contract provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the included contract provisions. All contractual provisions required by USDOT, as set forth in the current version of FTA Circular C 4220.1, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Metro requests which would cause Metro to be in violation of the FTA terms and conditions.

21.0 INDEMNIFICATION

Contractor shall be responsible for and indemnify, defend and hold harmless Metro, its directors and employees from all demands, claims, suits and settlements for loss of or damages to property, or personal injuries, including death to persons, and from all judgments recovered, and from all expenses incurred in defending or settling said claims or suits, or enforcing this provision, including court costs and attorney fees and other expenses arising out of the errors, omissions or negligent acts of the Contractor, its employees, or agents in connection with the goods and/or services provided under this contract.

22.0 INSURANCE

Contractor shall maintain for the duration of the contract such insurance as will protect it and Metro from all claims, including Workers' Compensation, and will hold Metro harmless from, and indemnify Metro for, all claims and damages which may arise out of or result from the Contractor's operations under this contract, whether such operations are by Contractor, by a subcontractor, by anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable. Contractor will submit certificates or other proof of insurance to Metro, naming Metro as an additional insured, upon notification of contract award.

23.0 INTEREST OF CONGRESS

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit arising therefrom.

24.0 LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR 20.110, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier, up to Metro.

25.0 NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

Metro and the contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to Metro, the contractor, or any other party (whether or not a party to this contract) pertaining to any matter resulting from this contract. The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that this clause shall not be modified, except to identify the subcontractor who will be subject to its provision.

26.0 PATENT INFRINGEMENT

Contractor agrees that it will, at its own expense, defend all suits and all proceedings instituted against Metro, if such suits and proceedings are based on any claim that the materials or equipment provided by Contractor, or any part thereof, or any tool, article or process used in the manufacture thereof, constitutes an infringement of any patent. Metro will give Contractor prompt notice in writing of any suit or proceeding, and will give Contractor all needed information, assistance and authority to enable Contractor, through its legal counsel, to defend the same.

27.0 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

- 27.1 The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801, et seq. and US DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this project. Upon execution of this contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.
- 27.2 The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307 on the contractor, to the extent the Federal Government deems appropriate.
- 27.3 The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

28.0 QUALIFIED VETERANS

In accordance with MAP-21 requirements, the contractor will give hiring preference, to the extent practicable, to qualified veterans (except over equally qualified minorities or members of other protected classes).

29.0 RECYCLED PRODUCTS

The contractor agrees to comply with all of the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

30.0 SEAT BELT USE

In accordance with the provisions of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 USC 402 note, by adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned or rented vehicles or personally owned vehicles, and by including a "Seat Belt Use" provision in each third-party agreement related to the project.

31.0 SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

32.0 SUSPENSION AND DEBARMENT

In accordance with 2 CFR Parts 180 and 1200, the contractor is required to verify that none of its principals or affiliates: 1) is included on the federal government's suspended and debarred list; 2) is proposed for debarment, declared ineligible, voluntarily excluded or disqualified; 3) within three years preceding this proposal, has not been convicted of or had a civil judgment rendered against them for (a) commission of fraud or criminal offense pertaining to performing a public transaction, (b) violation of any federal or state antitrust statute, or (c) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; 4) is indicted or charged by a governmental entity for any of the charges in 3) above; and 5) has had any public transaction terminated for cause or default within three years preceding this proposal. The contractor is required to include this requirement in any subcontracts related to this contract. By signing and submitting its proposal, the proposer certifies that the certification in this clause is a material representation of fact relied upon by Metro. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to Metro, the Federal

Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to verify that none of its principals or affiliates is included on the federal government's suspended and debarred list at any time throughout the period of this contract. The proposer further agrees to include a provision requiring the same compliance in its subcontracts related to this contract.

33.0 TERMINATION

Termination for Convenience – Metro may terminate this contract, in whole or in part, at any time by written notice to the contractor when it is in the Metro's best interest. The contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to Metro to be paid to the contractor. If the contractor has any property in its possession belonging to Metro, the contractor will account for the same, and dispose of it in the manner Metro directs.

Termination for Default – If the contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the contractor fails to perform in the manner called for in the contract, or if the contractor fails to comply with any other provisions of the contract, Metro may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the contractor setting forth the manner in which the contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by Metro that the contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the contractor, Metro, after setting up a new delivery of performance schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure – Metro in its sole discretion may, in the case of a termination for breach or default, allow the contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to Metro's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within ten (10) days after receipt by contractor of written notice from Metro setting forth the nature of said breach or default, Metro shall have the right to terminate the contract without any further obligation to the contractor. Any such termination for default shall not in any way operate to preclude Metro from also pursuing all available remedies against contractor and its sureties for said breach or default.

Waiver of Remedies for Any Breach – In the event that Metro elects to waive its remedies for any breach by contractor of any covenant, term or condition of this contract, such waiver by Metro shall not limit Metro's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

Termination for Default – If the contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the contractor fails to comply with any other provisions of this contract, Metro may terminate this contract for default. Metro shall terminate by delivering to the contractor a Notice of Termination specifying the nature of the default. In this event, Metro may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the worksite necessary for completing the work. The contractor and its sureties shall be liable for any damage to Metro resulting from the contractor's refusal or failure to complete the work within specified time, whether or not the contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by Metro in completing the work. The contractor's right to proceed shall not be terminated nor the contractor charged with damages under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include: acts of God, acts of Metro, acts of another contractor in the performance of a contract with Metro, epidemics, quarantine restrictions, strikes, freight embargoes; and the contractor, within ten (10) days from the beginning of any delay, notifies Metro in writing of the causes of delay. If in the judgment of Metro, the delay is excusable, the time for completing the work shall be extended. The judgment of Metro shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of the contractor's right to proceed, it is determined that the contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Metro.

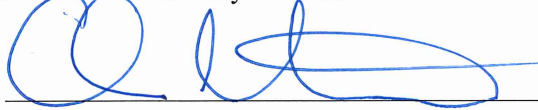
BUY AMERICA CERTIFICATION

Proposer will certify either compliance or non-compliance, not both. This certification must be submitted with the proposer's response.

Certificate of Compliance with 49 USC 5323(j)

The bidder hereby certifies that it will meet the requirements of 49 USC 5323(j), and the applicable regulations in 49 CFR Part 661 and any amendments thereto.

Signature:



Name & Title:

Chris Hartwig President

Company:

Ti-Zack Concrete, Inc.


Date:

1/2/2020

Certificate of Non-Compliance with 49 USC 5323(j)

The bidder hereby certifies that it cannot comply with the requirements of 49 USC 5323(j) and 49 CFR 661.5, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Signature:

 ck

Name & Title:

Company:

Date:

DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION

This contract is subject to the requirements of 49 CFR Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Metro's overall 2019-2022 goal for DBE participation is 2.00%; the race neutral goal is 1.12%, and the race conscious goal is 0.88%. There is no contract goal for this procurement.

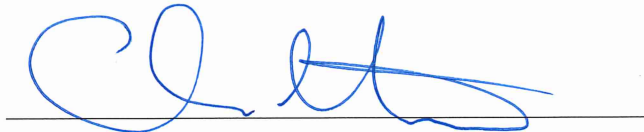
The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Metro deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Metro.

The contractor may not hold retainage from its subcontractors.

The contractor must promptly notify Metro, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Metro.

Signature:



Name & Title:

Chris Hartwig President

Company:

Ti-Zack Concrete, Inc.

Date:

1/2/2020

FLY AMERICA CERTIFICATION

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Signature:



Name and Title:

Chris Hartwig President

Company Name:

Ti-Zack Concrete, Inc.

Date:

11/2/2020

LOBBYING CERTIFICATION

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

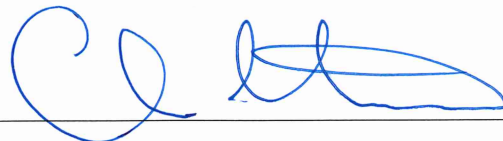
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. See 49 CFR 20.100.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 USC 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure. See 49 CFR 20.400.]

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

Signature: _____



Name and Title: _____

Chris Hartwig President

Company Name: _____

Ti-Zack Concrete, Inc

Date: _____

1/2/2020

NON-COLLUSION CERTIFICATION

This is my sworn statement to certify that this proposal was not made in the interest of or on behalf of any undisclosed entity. This proposal is not collusive.

This proposer has not been a party to any agreement or collusion in restraint of freedom of competition by agreement to bid a fixed price, to refrain from bidding, or otherwise. This proposer has not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of Topeka Metropolitan Transit Authority, or of any proposer, or anyone else interested in the proposed contract.

Signature:



Name & Title:

Chris Hartwig President

Company:


Ti-Zack Concrete, Inc.

Date:

1/2/2020

SEISMIC SAFETY CERTIFICATION

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, will be in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Signature: 

Name & Title: Chris Hartwig President

Company: Ti-Zack Concrete, Inc.

Date: 1/2/2020

SUSPENSION / DEBARMENT CERTIFICATION

In regard to 2 CFR Parts 180 and 1200

In accordance with 2 CFR Parts 180 and 1200, the contractor is required to verify that none of its principals or affiliates:

- 1) is included on the federal government's suspended and debarred list;
- 2) is proposed for debarment, declared ineligible, voluntarily excluded or disqualified;
- 3) within three years preceding this proposal, has been convicted of or had a civil judgment rendered against them for (a) commission of fraud or criminal offense pertaining to performing a public transaction, (b) violation of any federal or state antitrust statute, or (c) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 4) is indicted or charged by a governmental entity for any of the charges in 3) above; and
- 5) has had any public transaction terminated for cause or default within three years preceding this proposal.

The contractor is required to include this requirement in any subcontracts related to this contract.

By signing and submitting its proposal, the proposer certifies that the certification in this clause is a material representation of fact relied upon by Metro. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to Metro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to verify that none of its principals or affiliates is included on the federal government's suspended and debarred list at any time throughout the period of this contract. The proposer further agrees to include a provision requiring the same compliance in its subcontracts related to this contract.

Signature: _____



Name and Title: _____

Chris Hartwig President

Company Name: _____

Ti-Zack Concrete, Inc.

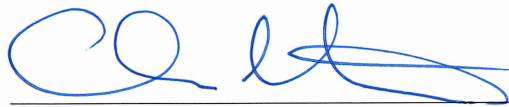
Date: _____

1/2/2020

WAGE RATES AND FRINGES CERTIFICATION
Davis-Bacon Requirements

The undersigned, being duly authorized to sign and act for the proposer, hereby certifies that all parties involved in the Project as specified in this RFB will pay wage rates and fringes in accordance with the Davis-Bacon requirements, and in conformance with the appropriate US Department of Labor decision.

Signature:



Name & Title:

Chris Hartwig President

Company:

Ti-Zack Concrete, Inc.

Date:

1/2/2020

PRICE QUOTE SUMMARY

Proposer: TI ZACK CONCRETE, INC.

Site

	<u>Total Cost</u>
IND-16 21 st & Washington NE	\$22,399.76
IND-17 21 st & Washington SW	\$16,183.66
W10-22 10 th & Tyler SW	\$23,153.81
W10-25 10 th & Zoo Parkway SW	\$20,414.00
W21-28 Topeka & 12 th NE	\$17,498.40
W10-23 10 th & Tyler NW	\$12,751.44
W10-24 10 th & Kansas NE	\$11,433.69
W21-29 21 st & Randolph SE	\$10,902.56
W21-30 21 st & Morningside SE	\$11,485.58
W10-26 10 th & Meadow NW	\$8,696.00
W10-27 10 th & Saline NE	\$5,329.83
W21-24 Gage & 23 rd NW	\$9,717.90
W21-25 Gage & 23 rd NE	\$9,453.55
W21-26 21 st & Oakley SW	\$8,491.46
W21-27 Kansas & 17 th NE	\$11,159.32
W21-31 21 st & Tyler SW	\$4,882.65
W21-32 21 st & Oakley NE	\$5,798.98
Other items (list):	
Combined Curb & Gutter-Type I	
Remove Curb	
6" Walk at Retaining Wall	
Total Bid Price	\$209,752.58

Equipment and Materials	\$125,851.55
Labor	\$62,925.77
Profit	\$20,975.26
Total Bid Price	\$209,752.58

Topeka Metro is tax exempt and will obtain a Project Exemption Certificate from the Kansas Department of Revenue. Do not include sales tax in your proposed price.

PRICE QUOTE

Proposer: TI ZACK CONCRETE, INC.

Site: IND-16 – 21st & Washington NE

Item	Description	Quantity	Unit	Unit Price	Total Amount
1	Pavement Removal	44.01	SY	\$37.45	\$1,648.05
2	5" Non- Reinforced Concrete Pad	37.16	SY	\$125.00	\$4,644.72
3	4" Aggregate Base – Type AB-3	84.80	SY	\$12.54	\$1,063.35
4	4" Concrete Sidewalk	0.00	SF	\$125.00	\$0.00
5	6" Integral Curb	0.00	LF	\$54.44	\$0.00
6	Sodding	1.00	LS	\$550.00	\$550.00
7	Traffic Control	1.00	LS	\$1,000.00	\$1,000.00
8	Construction Staking	1.00	LS	\$1,000.00	\$1,000.00
9	Temporary Erosion Control	1.00	LS	\$450.00	\$450.00
10	Retaining Wall	72.05	LF	\$65.12	\$4,691.90
11	Earthwork	1.00	LS	\$1,211.00	\$1,211.00
12	Permit	1.00	LS	\$355.00	\$355.00
13	Combined Curb & Gutter-Type I	0.00	LF	\$64.64	\$0.00
14	Remove Curb	0.00	LF	\$12.54	\$0.00
15	6" Walk at Retaining Wall	47.64	SY	\$121.45	\$5,785.74
Total					\$22,399.76

Topeka Metro is tax exempt and will obtain a Project Exemption Certificate from the Kansas Department of Revenue. Do not include sales tax in your proposed price.

PRICE QUOTE

Proposer: TI ZACK CONCRETE, INC.

Site: IND-17 – 21st & Washington SW

Item	Description	Quantity	Unit	Unit Price	Total Amount
1	Pavement Removal	<u>53.31</u>	SY	<u>\$37.45</u>	<u>\$1,996.58</u>
2	5" Non- Reinforced Concrete Pad	<u>69.95</u>	SY	<u>\$125.00</u>	<u>\$8,743.89</u>
3	4" Aggregate Base – Type AB-3	<u>69.95</u>	SY	<u>\$12.54</u>	<u>\$877.19</u>
4	4" Concrete Sidewalk	<u>0.00</u>	SF	<u>\$125.00</u>	<u>\$0.00</u>
5	6" Integral Curb	<u>0.00</u>	LF	<u>\$54.44</u>	<u>\$0.00</u>
6	Sodding	<u>1.00</u>	LS	<u>\$550.00</u>	<u>\$550.00</u>
7	Traffic Control	<u>1.00</u>	LS	<u>\$1,000.00</u>	<u>\$1,000.00</u>
8	Construction Staking	<u>1.00</u>	LS	<u>\$1,000.00</u>	<u>\$1,000.00</u>
9	Temporary Erosion Control	<u>1.00</u>	LS	<u>\$450.00</u>	<u>\$450.00</u>
10	Retaining Wall	<u>0.00</u>	LF	<u>\$65.12</u>	<u>\$0.00</u>
11	Earthwork	<u>1.00</u>	LS	<u>\$1,211.00</u>	<u>\$1,211.00</u>
12	Permit	<u>1.00</u>	LS	<u>\$355.00</u>	<u>\$355.00</u>
13	Combined Curb & Gutter-Type I	<u>0.00</u>	LF	<u>\$64.64</u>	<u>\$0.00</u>
14	Remove Curb	<u>0.00</u>	LF	<u>\$12.54</u>	<u>\$0.00</u>
15	6" Walk at Retaining Wall	<u>0.00</u>	SY	<u>\$121.45</u>	<u>\$0.00</u>
Total					<u>\$16,183.66</u>

Topeka Metro is tax exempt and will obtain a Project Exemption Certificate from the Kansas Department of Revenue. Do not include sales tax in your proposed price.

PRICE QUOTE

Proposer: TI ZACK CONCRETE, INC.

Site: W10-22 – 10th & Tyler SW

Item	Description	Quantity	Unit	Unit Price	Total Amount
1	Pavement Removal	45.95	SY	\$37.45	\$1,720.74
2	5" Non- Reinforced Concrete Pad	24.23	SY	\$125.00	\$3,028.47
3	4" Aggregate Base – Type AB-3	54.19	SY	\$12.54	\$679.54
4	4" Concrete Sidewalk	40.83	SF	\$125.00	\$5,103.33
5	6" Integral Curb	45.08	LF	\$54.44	\$2,454.16
6	Sodding	1.00	LS	\$550.00	\$550.00
7	Traffic Control	1.00	LS	\$1,000.00	\$1,000.00
8	Construction Staking	1.00	LS	\$1,000.00	\$1,000.00
9	Temporary Erosion Control	1.00	LS	\$450.00	\$450.00
10	Retaining Wall	38.60	LF	\$65.12	\$2,513.63
11	Earthwork	1.00	LS	\$1,211.00	\$1,211.00
12	Permit	1.00	LS	\$355.00	\$355.00
13	Combined Curb & Gutter-Type I	0.00	LF	\$64.64	\$0.00
14	Remove Curb	0.00	LF	\$12.54	\$0.00
15	6" Walk at Retaining Wall	25.43	SY	\$121.45	\$3,087.93
Total					\$23,153.81

Topeka Metro is tax exempt and will obtain a Project Exemption Certificate from the Kansas Department of Revenue. Do not include sales tax in your proposed price.

PRICE QUOTE

Proposer: TI ZACK CONCRETE, INC.

Site: W10-25 – 10th & Zoo Parkway SW

Item	Description	Quantity	Unit	Unit Price	Total Amount
1	Pavement Removal	18.74	SY	\$37.45	\$701.90
2	5" Non- Reinforced Concrete Pad	27.43	SY	\$125.00	\$3,428.89
3	4" Aggregate Base – Type AB-3	57.67	SY	\$12.54	\$723.15
4	4" Concrete Sidewalk	15.97	SF	\$125.00	\$1,996.25
5	6" Integral Curb	46.40	LF	\$54.44	\$2,526.02
6	Sodding	1.00	LS	\$550.00	\$550.00
7	Traffic Control	1.00	LS	\$1,000.00	\$1,000.00
8	Construction Staking	1.00	LS	\$1,000.00	\$1,000.00
9	Temporary Erosion Control	1.00	LS	\$450.00	\$450.00
10	Retaining Wall	46.30	LF	\$65.12	\$3,015.06
11	Earthwork	1.00	LS	\$1,211.00	\$1,211.00
12	Permit	1.00	LS	\$355.00	\$355.00
13	Combined Curb & Gutter-Type I	0.00	LF	\$64.64	\$0.00
14	Remove Curb	0.00	LF	\$12.54	\$0.00
15	6" Walk at Retaining Wall	28.46	SY	\$121.45	\$3,456.74
Total					\$20,414.00

Topeka Metro is tax exempt and will obtain a Project Exemption Certificate from the Kansas Department of Revenue. Do not include sales tax in your proposed price.

PRICE QUOTE

Proposer: TI ZACK CONCRETE, INC.

Site: W21-28 – Topeka & 12th NE

Item	Description	Quantity	Unit	Unit Price	Total Amount
1	Pavement Removal	<u>47.32</u>	SY	<u>\$37.45</u>	<u>\$1,772.18</u>
2	5" Non- Reinforced Concrete Pad	<u>60.61</u>	SY	<u>\$125.00</u>	<u>\$7,576.39</u>
3	4" Aggregate Base – Type AB-3	<u>63.09</u>	SY	<u>\$12.54</u>	<u>\$791.19</u>
4	4" Concrete Sidewalk	<u>22.34</u>	SF	<u>\$125.00</u>	<u>\$2,792.64</u>
5	6" Integral Curb	<u>0.00</u>	LF	<u>\$54.44</u>	<u>\$0.00</u>
6	Sodding	<u>1.00</u>	LS	<u>\$550.00</u>	<u>\$550.00</u>
7	Traffic Control	<u>1.00</u>	LS	<u>\$1,000.00</u>	<u>\$1,000.00</u>
8	Construction Staking	<u>1.00</u>	LS	<u>\$1,000.00</u>	<u>\$1,000.00</u>
9	Temporary Erosion Control	<u>1.00</u>	LS	<u>\$450.00</u>	<u>\$450.00</u>
10	Retaining Wall	<u>0.00</u>	LF	<u>\$65.12</u>	<u>\$0.00</u>
11	Earthwork	<u>1.00</u>	LS	<u>\$1,211.00</u>	<u>\$1,211.00</u>
12	Permit	<u>1.00</u>	LS	<u>\$355.00</u>	<u>\$355.00</u>
13	<u>Combined Curb & Gutter-Type I</u>	<u>0.00</u>	<u>LF</u>	<u>\$64.64</u>	<u>\$0.00</u>
14	<u>Remove Curb</u>	<u>0.00</u>	<u>LF</u>	<u>\$12.54</u>	<u>\$0.00</u>
15	<u>6" Walk at Retaining Wall</u>	<u>0.00</u>	<u>SY</u>	<u>\$121.45</u>	<u>\$0.00</u>
Total					<u>\$17,498.40</u>

Topeka Metro is tax exempt and will obtain a Project Exemption Certificate from the Kansas Department of Revenue. Do not include sales tax in your proposed price.

PRICE QUOTE

Proposer: TI ZACK CONCRETE, INC.

Site: W10-23 – 10th & Tyler NW

Item	Description	Quantity	Unit	Unit Price	Total Amount
1	Pavement Removal	36.93	SY	\$37.45	\$1,383.03
2	5" Non- Reinforced Concrete Pad	19.70	SY	\$125.00	\$2,462.22
3	4" Aggregate Base – Type AB-3	23.30	SY	\$12.54	\$292.13
4	4" Concrete Sidewalk	32.38	SF	\$125.00	\$4,048.06
5	6" Integral Curb	0.00	LF	\$54.44	\$0.00
6	Sodding	1.00	LS	\$550.00	\$550.00
7	Traffic Control	1.00	LS	\$1,000.00	\$1,000.00
8	Construction Staking	1.00	LS	\$1,000.00	\$1,000.00
9	Temporary Erosion Control	1.00	LS	\$450.00	\$450.00
10	Retaining Wall	0.00	LF	\$65.12	\$0.00
11	Earthwork	1.00	LS	\$1,211.00	\$1,211.00
12	Permit	1.00	LS	\$355.00	\$355.00
13	Combined Curb & Gutter-Type I	0.00	LF	\$64.64	\$0.00
14	Remove Curb	0.00	LF	\$12.54	\$0.00
15	6" Walk at Retaining Wall	0.00	SY	\$121.45	\$0.00
Total					\$12,751.44

Topeka Metro is tax exempt and will obtain a Project Exemption Certificate from the Kansas Department of Revenue. Do not include sales tax in your proposed price.

PRICE QUOTE

Proposer: TI ZACK CONCRETE, INC.

Site: W10-24 – 10th & Kansas NE

Item	Description	Quantity	Unit	Unit Price	Total Amount
1	Pavement Removal	22.94	SY	\$37.45	\$858.98
2	5" Non- Reinforced Concrete Pad	17.81	SY	\$125.00	\$2,225.83
3	4" Aggregate Base – Type AB-3	31.20	SY	\$12.54	\$391.30
4	4" Concrete Sidewalk	0.00	SF	\$125.00	\$0.00
5	6" Integral Curb	0.00	LF	\$54.44	\$0.00
6	Sodding	1.00	LS	\$550.00	\$550.00
7	Traffic Control	1.00	LS	\$1,000.00	\$1,000.00
8	Construction Staking	1.00	LS	\$1,000.00	\$1,000.00
9	Temporary Erosion Control	1.00	LS	\$450.00	\$450.00
10	Retaining Wall	0.00	LF	\$65.12	\$0.00
11	Earthwork	1.00	LS	\$1,211.00	\$1,211.00
12	Permit	1.00	LS	\$355.00	\$355.00
13	Combined Curb & Gutter-Type I	48.23	LF	\$64.64	\$3,117.59
14	Remove Curb	21.85	LF	\$12.54	\$274.00
15	6" Walk at Retaining Wall	0.00	SY	\$121.45	\$0.00
Total					\$11,433.69

Topeka Metro is tax exempt and will obtain a Project Exemption Certificate from the Kansas Department of Revenue. Do not include sales tax in your proposed price.

PRICE QUOTE

Proposer: TI ZACK CONCRETE, INC.

Site: W21-29 – 21st & Randolph SE

Item	Description	Quantity	Unit	Unit Price	Total Amount
1	Pavement Removal	23.64	SY	\$37.45	\$885.23
2	5" Non- Reinforced Concrete Pad	39.63	SY	\$125.00	\$4,954.31
3	4" Aggregate Base – Type AB-3	39.63	SY	\$12.54	\$497.02
4	4" Concrete Sidewalk	0.00	SF	\$125.00	\$0.00
5	6" Integral Curb	0.00	LF	\$54.44	\$0.00
6	Sodding	1.00	LS	\$550.00	\$550.00
7	Traffic Control	1.00	LS	\$1,000.00	\$1,000.00
8	Construction Staking	1.00	LS	\$1,000.00	\$1,000.00
9	Temporary Erosion Control	1.00	LS	\$450.00	\$450.00
10	Retaining Wall	0.00	LF	\$65.12	\$0.00
11	Earthwork	1.00	LS	\$1,211.00	\$1,211.00
12	Permit	1.00	LS	\$355.00	\$355.00
13	Combined Curb & Gutter-Type I	0.00	LF	\$64.64	\$0.00
14	Remove Curb	0.00	LF	\$12.54	\$0.00
15	6" Walk at Retaining Wall	0.00	SY	\$121.45	\$0.00
Total					\$10,902.56

Topeka Metro is tax exempt and will obtain a Project Exemption Certificate from the Kansas Department of Revenue. Do not include sales tax in your proposed price.

PRICE QUOTE

Proposer: TI ZACK CONCRETE, INC.

Site: W21-30 – 21st & Morningside SE

Item	Description	Quantity	Unit	Unit Price	Total Amount
1	Pavement Removal	<u>27.38</u>	SY	<u>\$37.45</u>	<u>\$1,025.38</u>
2	5" Non- Reinforced Concrete Pad	<u>42.85</u>	SY	<u>\$125.00</u>	<u>\$5,356.81</u>
3	4" Aggregate Base – Type AB-3	<u>42.85</u>	SY	<u>\$12.54</u>	<u>\$537.39</u>
4	4" Concrete Sidewalk	<u>0.00</u>	SF	<u>\$125.00</u>	<u>\$0.00</u>
5	6" Integral Curb	<u>0.00</u>	LF	<u>\$54.44</u>	<u>\$0.00</u>
6	Sodding	<u>1.00</u>	LS	<u>\$550.00</u>	<u>\$550.00</u>
7	Traffic Control	<u>1.00</u>	LS	<u>\$1,000.00</u>	<u>\$1,000.00</u>
8	Construction Staking	<u>1.00</u>	LS	<u>\$1,000.00</u>	<u>\$1,000.00</u>
9	Temporary Erosion Control	<u>1.00</u>	LS	<u>\$450.00</u>	<u>\$450.00</u>
10	Retaining Wall	<u>0.00</u>	LF	<u>\$65.12</u>	<u>\$0.00</u>
11	Earthwork	<u>1.00</u>	LS	<u>\$1,211.00</u>	<u>\$1,211.00</u>
12	Permit	<u>1.00</u>	LS	<u>\$355.00</u>	<u>\$355.00</u>
13	<u>Combined Curb & Gutter-Type I</u>	<u>0.00</u>	<u>LF</u>	<u>\$64.64</u>	<u>\$0.00</u>
14	<u>Remove Curb</u>	<u>0.00</u>	<u>LF</u>	<u>\$12.54</u>	<u>\$0.00</u>
15	<u>6" Walk at Retaining Wall</u>	<u>0.00</u>	<u>SY</u>	<u>\$121.45</u>	<u>\$0.00</u>
Total					<u>\$11,485.58</u>

Topeka Metro is tax exempt and will obtain a Project Exemption Certificate from the Kansas Department of Revenue. Do not include sales tax in your proposed price.

PRICE QUOTE

Proposer: TI ZACK CONCRETE, INC.

Site: W10-26 – 10th & Meadow NW

Item	Description	Quantity	Unit	Unit Price	Total Amount
1	Pavement Removal	14.20	SY	\$37.45	\$531.96
2	5" Non- Reinforced Concrete Pad	15.87	SY	\$125.00	\$1,983.61
3	4" Aggregate Base – Type AB-3	15.87	SY	\$12.54	\$199.00
4	4" Concrete Sidewalk	0.00	SF	\$125.00	\$0.00
5	6" Integral Curb	26.00	LF	\$54.44	\$1,415.44
6	Sodding	1.00	LS	\$550.00	\$550.00
7	Traffic Control	1.00	LS	\$1,000.00	\$1,000.00
8	Construction Staking	1.00	LS	\$1,000.00	\$1,000.00
9	Temporary Erosion Control	1.00	LS	\$450.00	\$450.00
10	Retaining Wall	0.00	LF	\$65.12	\$0.00
11	Earthwork	1.00	LS	\$1,211.00	\$1,211.00
12	Permit	1.00	LS	\$355.00	\$355.00
13	Combined Curb & Gutter-Type I	0.00	LF	\$64.64	\$0.00
14	Remove Curb	0.00	LF	\$12.54	\$0.00
15	6" Walk at Retaining Wall	0.00	SY	\$121.45	\$0.00
Total					\$8,696.00

Topeka Metro is tax exempt and will obtain a Project Exemption Certificate from the Kansas Department of Revenue. Do not include sales tax in your proposed price.

PRICE QUOTE

Proposer: TI ZACK CONCRETE, INC.

Site: W10-27 – 10th & Saline NE

Item	Description	Quantity	Unit	Unit Price	Total Amount
1	Pavement Removal	<u>2.42</u>	SY	<u>\$37.45</u>	<u>\$90.55</u>
2	5" Non- Reinforced Concrete Pad	<u>2.67</u>	SY	<u>\$125.00</u>	<u>\$334.17</u>
3	4" Aggregate Base – Type AB-3	<u>2.94</u>	SY	<u>\$12.54</u>	<u>\$36.89</u>
4	4" Concrete Sidewalk	<u>2.42</u>	SF	<u>\$125.00</u>	<u>\$302.22</u>
5	6" Integral Curb	<u>0.00</u>	LF	<u>\$54.44</u>	<u>\$0.00</u>
6	Sodding	<u>1.00</u>	LS	<u>\$550.00</u>	<u>\$550.00</u>
7	Traffic Control	<u>1.00</u>	LS	<u>\$1,000.00</u>	<u>\$1,000.00</u>
8	Construction Staking	<u>1.00</u>	LS	<u>\$1,000.00</u>	<u>\$1,000.00</u>
9	Temporary Erosion Control	<u>1.00</u>	LS	<u>\$450.00</u>	<u>\$450.00</u>
10	Retaining Wall	<u>0.00</u>	LF	<u>\$65.12</u>	<u>\$0.00</u>
11	Earthwork	<u>1.00</u>	LS	<u>\$1,211.00</u>	<u>\$1,211.00</u>
12	Permit	<u>1.00</u>	LS	<u>\$355.00</u>	<u>\$355.00</u>
13	Combined Curb & Gutter-Type I	<u>0.00</u>	LF	<u>\$64.64</u>	<u>\$0.00</u>
14	Remove Curb	<u>0.00</u>	LF	<u>\$12.54</u>	<u>\$0.00</u>
15	6" Walk at Retaining Wall	<u>0.00</u>	SY	<u>\$121.45</u>	<u>\$0.00</u>
Total					<u>\$5,329.83</u>

Topeka Metro is tax exempt and will obtain a Project Exemption Certificate from the Kansas Department of Revenue. Do not include sales tax in your proposed price.

PRICE QUOTE

Proposer: TI ZACK CONCRETE, INC.

Site: W21-24 – Gage & 23rd NW

Item	Description	Quantity	Unit	Unit Price	Total Amount
1	Pavement Removal	13.92	SY	\$37.45	\$521.39
2	5" Non- Reinforced Concrete Pad	33.67	SY	\$125.00	\$4,208.33
3	4" Aggregate Base – Type AB-3	33.67	SY	\$12.54	\$422.18
4	4" Concrete Sidewalk	0.00	SF	\$125.00	\$0.00
5	6" Integral Curb	0.00	LF	\$54.44	\$0.00
6	Sodding	1.00	LS	\$550.00	\$550.00
7	Traffic Control	1.00	LS	\$1,000.00	\$1,000.00
8	Construction Staking	1.00	LS	\$1,000.00	\$1,000.00
9	Temporary Erosion Control	1.00	LS	\$450.00	\$450.00
10	Retaining Wall	0.00	LF	\$65.12	\$0.00
11	Earthwork	1.00	LS	\$1,211.00	\$1,211.00
12	Permit	1.00	LS	\$355.00	\$355.00
13	Combined Curb & Gutter-Type I	0.00	LF	\$64.64	\$0.00
14	Remove Curb	0.00	LF	\$12.54	\$0.00
15	6" Walk at Retaining Wall	0.00	SY	\$121.45	\$0.00
Total					\$9,717.90

Topeka Metro is tax exempt and will obtain a Project Exemption Certificate from the Kansas Department of Revenue. Do not include sales tax in your proposed price.

PRICE QUOTE

Proposer: TI ZACK CONCRETE, INC.

Site: W21-25 – Gage & 23rd NE

Item	Description	Quantity	Unit	Unit Price	Total Amount
1	Pavement Removal	15.44	SY	\$37.45	\$578.31
2	5" Non- Reinforced Concrete Pad	3.48	SY	\$125.00	\$434.72
3	4" Aggregate Base – Type AB-3	11.66	SY	\$12.54	\$146.21
4	4" Concrete Sidewalk	6.66	SF	\$125.00	\$832.22
5	6" Integral Curb	8.03	LF	\$54.44	\$437.15
6	Sodding	1.00	LS	\$550.00	\$550.00
7	Traffic Control	1.00	LS	\$1,000.00	\$1,000.00
8	Construction Staking	1.00	LS	\$1,000.00	\$1,000.00
9	Temporary Erosion Control	1.00	LS	\$450.00	\$450.00
10	Retaining Wall	23.88	LF	\$65.12	\$1,555.07
11	Earthwork	1.00	LS	\$1,211.00	\$1,211.00
12	Permit	1.00	LS	\$355.00	\$355.00
13	Combined Curb & Gutter-Type I	0.00	LF	\$64.64	\$0.00
14	Remove Curb	0.00	LF	\$12.54	\$0.00
15	6" Walk at Retaining Wall	7.44	SY	\$121.45	\$903.86
Total					\$9,453.55

Topeka Metro is tax exempt and will obtain a Project Exemption Certificate from the Kansas Department of Revenue. Do not include sales tax in your proposed price.

PRICE QUOTE

Proposer: TI ZACK CONCRETE, INC.

Site: W21-26 – 21st & Oakley SW

Item	Description	Quantity	Unit	Unit Price	Total Amount
1	Pavement Removal	17.20	SY	\$37.45	\$644.14
2	5" Non- Reinforced Concrete Pad	8.05	SY	\$125.00	\$1,006.39
3	4" Aggregate Base – Type AB-3	9.96	SY	\$12.54	\$124.93
4	4" Concrete Sidewalk	17.20	SF	\$125.00	\$2,150.00
5	6" Integral Curb	0.00	LF	\$54.44	\$0.00
6	Sodding	1.00	LS	\$550.00	\$550.00
7	Traffic Control	1.00	LS	\$1,000.00	\$1,000.00
8	Construction Staking	1.00	LS	\$1,000.00	\$1,000.00
9	Temporary Erosion Control	1.00	LS	\$450.00	\$450.00
10	Retaining Wall	0.00	LF	\$65.12	\$0.00
11	Earthwork	1.00	LS	\$1,211.00	\$1,211.00
12	Permit	1.00	LS	\$355.00	\$355.00
13	Combined Curb & Gutter-Type I	0.00	LF	\$64.64	\$0.00
14	Remove Curb	0.00	LF	\$12.54	\$0.00
15	6" Walk at Retaining Wall	0.00	SY	\$121.45	\$0.00
Total					\$8,491.46

Topeka Metro is tax exempt and will obtain a Project Exemption Certificate from the Kansas Department of Revenue. Do not include sales tax in your proposed price.

PRICE QUOTE

Proposer: TI ZACK CONCRETE, INC.

Site: W21-27 – Kansas & 17th NE

Item	Description	Quantity	Unit	Unit Price	Total Amount
1	Pavement Removal	23.65	SY	\$37.45	\$885.53
2	5" Non- Reinforced Concrete Pad	2.75	SY	\$125.00	\$343.75
3	4" Aggregate Base – Type AB-3	5.38	SY	\$12.54	\$67.43
4	4" Concrete Sidewalk	23.65	SF	\$125.00	\$2,955.69
5	6" Integral Curb	43.00	LF	\$54.44	\$2,340.92
6	Sodding	1.00	LS	\$550.00	\$550.00
7	Traffic Control	1.00	LS	\$1,000.00	\$1,000.00
8	Construction Staking	1.00	LS	\$1,000.00	\$1,000.00
9	Temporary Erosion Control	1.00	LS	\$450.00	\$450.00
10	Retaining Wall	0.00	LF	\$65.12	\$0.00
11	Earthwork	1.00	LS	\$1,211.00	\$1,211.00
12	Permit	1.00	LS	\$355.00	\$355.00
13	Combined Curb & Gutter-Type I	0.00	LF	\$64.64	\$0.00
14	Remove Curb	0.00	LF	\$12.54	\$0.00
15	6" Walk at Retaining Wall	0.00	SY	\$121.45	\$0.00
Total					\$11,159.32

Topeka Metro is tax exempt and will obtain a Project Exemption Certificate from the Kansas Department of Revenue. Do not include sales tax in your proposed price

PRICE QUOTE

Proposer: TI ZACK CONCRETE, INC.

Site: W21-31 – 21st & Tyler SW

Item	Description	Quantity	Unit	Unit Price	Total Amount
1	Pavement Removal	0.00	SY	\$37.45	\$0.00
2	5" Non- Reinforced Concrete Pad	2.30	SY	\$125.00	\$287.78
3	4" Aggregate Base – Type AB-3	2.30	SY	\$12.54	\$28.87
4	4" Concrete Sidewalk	0.00	SF	\$125.00	\$0.00
5	6" Integral Curb	0.00	LF	\$54.44	\$0.00
6	Sodding	1.00	LS	\$550.00	\$550.00
7	Traffic Control	1.00	LS	\$1,000.00	\$1,000.00
8	Construction Staking	1.00	LS	\$1,000.00	\$1,000.00
9	Temporary Erosion Control	1.00	LS	\$450.00	\$450.00
10	Retaining Wall	0.00	LF	\$65.12	\$0.00
11	Earthwork	1.00	LS	\$1,211.00	\$1,211.00
12	Permit	1.00	LS	\$355.00	\$355.00
13	Combined Curb & Gutter-Type I	0.00	LF	\$64.64	\$0.00
14	Remove Curb	0.00	LF	\$12.54	\$0.00
15	6" Walk at Retaining Wall	0.00	SY	\$121.45	\$0.00
Total					\$4,882.65

Topeka Metro is tax exempt and will obtain a Project Exemption Certificate from the Kansas Department of Revenue. Do not include sales tax in your proposed price

PRICE QUOTE

Proposer: TI ZACK CONCRETE, INC.

Site: W21-32 – 21st & Oakley NE

Item	Description	Quantity	Unit	Unit Price	Total Amount
1	Pavement Removal	6.64	SY	\$37.45	\$248.50
2	5" Non- Reinforced Concrete Pad	1.06	SY	\$125.00	\$132.50
3	4" Aggregate Base – Type AB-3	1.80	SY	\$12.54	\$22.54
4	4" Concrete Sidewalk	6.64	SF	\$125.00	\$829.44
5	6" Integral Curb	0.00	LF	\$54.44	\$0.00
6	Sodding	1.00	LS	\$550.00	\$550.00
7	Traffic Control	1.00	LS	\$1,000.00	\$1,000.00
8	Construction Staking	1.00	LS	\$1,000.00	\$1,000.00
9	Temporary Erosion Control	1.00	LS	\$450.00	\$450.00
10	Retaining Wall	0.00	LF	\$65.12	\$0.00
11	Earthwork	1.00	LS	\$1,211.00	\$1,211.00
12	Permit	1.00	LS	\$355.00	\$355.00
13	Combined Curb & Gutter-Type I	0.00	LF	\$64.64	\$0.00
14	Remove Curb	0.00	LF	\$12.54	\$0.00
15	6" Walk at Retaining Wall	0.00	SY	\$121.45	\$0.00
Total					\$5,798.98

Topeka Metro is tax exempt and will obtain a Project Exemption Certificate from the Kansas Department of Revenue. Do not include sales tax in your proposed price.

RFB TO-20-02
Bus Stops Phase 9 Group 2.1
Addendum #1

Please note site staking clarification change on page 1:

From:

- Metro's engineer will complete site staking prior to excavation;

To:

- Contractor will hire an engineer to complete site staking prior to excavation;

YEAR COMPLETED	ORIGINAL CONTRACT AMOUNT	LOCATION, OFFICIAL PROJECT NO., AND TYPE OF WORK	PRIME OR SUB	OWNER'S NAME AND ADDRESS	CONTACT AND PHONE	CITIES WORKED IN
2018		MN DOT Pope Co Glenwood Hwy 28 SP 6103-32	S	Riley Brothers 46369 208th St Morris MN 56267		Glenwood MN
2018	\$287,344.00	City of Coon Rapids Misc Sidewalk Gap Project 17-19	P	City of Coon Rapids 11155 Robinson Dr Coon Rapids MN 55433	Alex Wiebe 763-767-6412	Coon Rapids
2018	\$349,232.25	City of Edina Valley View Road Eng 18-10 (5738839)	P	City of Edina 4801 W 50th St edina MN 55424	Drew Torgerson 952-826-0444	Edina MN
2018	\$516,851.50	Hennepin Co 2018 Curb Ramps SAP 027-603-072	P	Hennepin County 300 South 6th Street Minneapolis MN 55487	Erik Youngdahl	St. Loius Park MN Minneapolis MN
2018	\$297,137.25	ND DOT Strutsman County ADA Curb Ramps Jamestown NH-2-020(019)000	P	Interstate Engineering 1903 21th ave SW Jamestown ND 58402	Kevin Hanson 201-490-2341	Jamestown ND
2018	\$1,585,740.40	MNDOT Hennepin Co ADA amnd Signals TH 65 and TH47 8825-630	P	MNOT Golden Valley Construction Office Golden Valley MN	Martin VanDenEykel 651-366-5148	Minneapolis MN
2018	\$845,320.00	City of Des Moines ADA Ramp pkg 1 09-2018-002	P	City of Des Moines 400 E Court Avenue, Suite 200 Des Moines, IA 50309	Matt Fenstermann 515-237-1327	Des Moines IA
2018	\$380,328.00	City of Albert Lea Downtown Sidewalk 1803	P	City of Albert Lea 221 East Clark Street Albert Lea MN 56007	Chris Lowe 507-377-4312	Albert Lea
2018	\$198,500.00	City of Rochester Pedestrian Curb Ramps J4707	P	City of Rochester 201 4th Street SE Rochester MN 55904	Brett Jenkinson 507-328-2466	Rochester MN
2018	\$284,290.00	City of Des Moines IA Neighborhhod sidewalks 09-20108-005	P	City of Des Moines 400 E Court Avenue, Suite 200 Des Moines, IA 50309	Matt Fenstermann 515-237-1327	Des Moines IA

YEAR COMPLETED	ORIGINAL CONTRACT AMOUNT	LOCATION, OFFICIAL PROJECT NO., AND TYPE OF WORK	PRIME OR SUB	OWNER'S NAME AND ADDRESS	CONTACT AND PHONE	CITIES WORKED IN
2018	\$325,339.90	City of Lakeville Kendrick Ave Improvements 18-03	S	Valley Paving 8800 W Hwy 101 Frontage Rd Shakopee, MN 55379	Ian 612-258-6636	Lakeville MN
2018		MNDOT Kandiyohi County CSAH 27 TH23 Belgrade SP 3413-90	S	Duinick Bros 8558 County Rd 9 NE Spicer MN 56288		Spicer MN
2018	\$615,256.00	City of Des Moines IA Sidewalk Replacement Program 50309-09-2018-001	P	City of Des Moines 400 E Court Avenue, Suite 200 Des Moines, IA 50309	Matt Fenstermann 515-237-1327	Des Moines IA
2018	\$231,004.17	City of Elysian 2018 Street and Utility Improvements	S	James Brothers 43963 43rd street Elysian MN 56028	Steve James 507-267-4789	Elysian MN
2018	\$646,261.54	MN DOT Brown County Sleepy Eye SP 0803-38 Contract 180050	S	Mathowitz Construction 30676 Co Rd 24 Sleepy Eye MN 56085		Sleepy Eye
2018	\$11,102.00	MN DOT Nicollet County Remove and Replace Curb and Gutter SAP 052-614-008	S	Southern Minnesota Construction 1478 NW 26th St Owatonna MN 55060	Mitch Watts 507-625-4848	New Ulm MN
2018	\$153,825.78	MNDOT Scott County SP 7001-116	S	Valley Paving 8800 W Hwy 101 Frontage Rd Shakopee, MN 55379	Brent Carrington 952-445-8615	Prior Lake MN
2018	\$231,814.46	City of Janesville 20148 Street & Utility Improvement	S	Holtmiere Construction 3301 3rd Ave Mankato MN 56001	Alec 507-766-3283	Janesville MN
2018	\$195,916.00	City of St. Louis Park MN Random Concrete Repairs 4018-0003	P	City of St. Louis Park 5005 Minnetonka Blvd St. Louis Park MN 55416	Mark Fremder 952-500-3211	St. Louis Park MN
2018		City of Gaylord 10th Street Improvements	S	WM Mueller and Sons 831 Park Ave Hamburg, MN 55339	Tim 507-508-0798	Gaylord MN

YEAR COMPLETED	ORIGINAL CONTRACT AMOUNT	LOCATION, OFFICIAL PROJECT NO., AND TYPE OF WORK	PRIME OR SUB	OWNER'S NAME AND ADDRESS	CONTACT AND PHONE	CITIES WORKED IN
2018	\$296,428.61	MNDOT Crow Wing County ADA Improvements SP 1802-50	S	Anderson Brothers 11325 MN-210 Bgrainerd MN 56401	Jody Mies 218-821-3292	Emily MN
2018	\$92,162.00	TXDOT Montague CO Construct Curb Ramps RMC 631531001	P	TXDOT Gainesville Area Office 2615 W Hwy 82 Gainesville TX 76240	James Gill 940-665-5071	Bowie TX
2018	\$240,025.50	South Dakota DOT Meade Co ADA Curb Ramp Upgrade PCN 04NF, 04T7	P	Belle Fouché Area office 10921 SD Highway 34 Belle Fourche SD 57717	Todd Seaman 605-394-2244	Faith SD
2018	\$674,145.00	City of Cedar Rapids, IA Bid Package 1 Curb Ramps 3016016-15	P	City of Cedar Rapids 500 15th SVE SE Cedar Rapids, IA 52404	Kevin Vrchoticky 319-286-5896	Cedar Rapids Iowa
2018	\$293,399.25	City of South St. Paul Sanitary Sewer System 2015-015	S	Meyer Contracting 11000 93rd Ave N Maple Grove MN 55369	Scott Pelletier 612-248-0639	South St. Paul
2018	\$596,340.00	Corpus Christi TX RTA Bus Stop Improvement 2017-FC-04	P	CCRTA 602 N Staples Street Corpus Christi TX 78401	John Alexander 361-443-4032	Corpus Christi
2018	\$598,300.00	City of Plano TX Sidewalk Repairs - Various Locations 6881	P	City of Plano 4120 W Plano Pkwy Plano TX 75086	Chris Best 972-769-4128	City of Plano
2018	\$113,384.70	Metropolitan Council metro Transit Bus Shelter Pads 17P196	P	Metropolitan Council 390 North Robert Street St. Paul MN 55101	Tom Copiskey	St. Paul, MN
2018	\$251,497.75	MNDOT DISTRICT 8 sealing bridge rail and decks 8828-194 Contract 170148	P	MNDOT District 8 395 John Ireland Blvd MS650 St. Paul MN 55155		Chippewaw, Kandiyohi, Lac Qui Parle, Lincoln, Lyon, McLeod, Meeker Murray, Redwood, Renville
2018	\$1,628,633.00	City of Minneapolis Signals and Ped Curb Ramp 7th OP 8472 141-030-037	P	City of Minneapolis 3535 Vadnais Center Drive St. Paul MN 55110	John Gray 651-490-2073	Minneapolis, MN

YEAR COMPLETED	ORIGINAL CONTRACT AMOUNT	LOCATION, OFFICIAL PROJECT NO., AND TYPE OF WORK	PRIME OR SUB	OWNER'S NAME AND ADDRESS	CONTACT AND PHONE	CITIES WORKED IN
2018	\$1,196,100.00	City of Cedar Rapids 2017 Curb Ramp Project #4 3016016-16	P	City of Cedar Rapids 500 15th Sve SE Cedar Rapids, IA 52404	Kevin Vrchoticky 319-286-5896	Cedar Rapids Iowa
2018	\$2,767,522.71	TXDOT Harris County ADA Curb Ramps NH 2014 (640) 0912-70-099	P	TXDOT Harris County 7900 Will Clayton Pkwy Humble TX 77338	Paul Ely 281-536-3129	Houston TX Spring TX
2017	\$2,697,458.00	TXDOT Harris County Ped and Signal Improvement Airline District CM 1102(560) 0912-00-424	P	TXDOT Harris County 7900 Will Clayton Pkwy Humble TX 77338	Paul Ely 281-536-3129	Houston TX
2017	\$255,940.00	City of Plymouth Ped Ramp and Conc Replacement ST189004.001	P	City of Plymouth 3400 Plymouth Blvd Plymouth MN 55447	Trevor Quast 763-509-5524	Plymouth MN
2017	\$1,020,626.60	Ramsey County Lexington Parkway Crosswalk SAP 062-651-0514	P	Ramsey County 1425 Paul Kirkwold Drive Arden Hills MN 55112	Luke Lortie 651-266-7123	St. Paul MN
2017	\$436,515.33	Interstate - City of Mpls 2017 Concrete Pav Rehab OP 8433	S	Interstate Improvements 16871 Canby Ave Faribault MN 55021	Corey Kittleson 507-261-4209	Minneapolis MN
2017	\$188,648.03	Central Specialties - MNDOT Nobles County Mill and Overlay HWY 59 SP 5304-38	S	Central Specialties 6325 County Rd 87 SW Alexandria, MN 56308	Alex Sweep 320-762-7289	Worthington MN
2017	\$25,473.57	Peoples Electric - MNDOT Washington Co SAP 082-615-033	S	Peoples Electric 277 Fillmore Ave E Saint Paul MN 55107	651-227-7711	Lake Elmo MN
2017	\$422,602.50	Pipestone County ADA Curb Ramps TA 5917(188)	P	Pipestone County PO Box 276 Pipestone, MN 56164	Nick Bergman 507-825-1245	Ruthton MN, Holland MN North Pipestone MN, Jasper MN South Pipestone MN, Edgerton MN
2017	\$52,815.00	Knife River - Otter Tail County Sidewalk, Ped Ramps S.A.P 056-610-015	S	Knife River 4787 Shadow Wood Dr NE Sauk Rapids, MN 56379	Julie Hennessey 320-529-2763	Rothsay MN
2017	\$184,983.82	Interstate Improvements - NDDOT Walsh County ADA Improvements	S	Interstate Improvements 16871 Canby Ave	Corey Kittleson 507-261-4209	Grafton ND

YEAR COMPLETED	ORIGINAL CONTRACT AMOUNT	LOCATION, OFFICIAL PROJECT NO., AND TYPE OF WORK	PRIME OR SUB	OWNER'S NAME AND ADDRESS	CONTACT AND PHONE	CITIES WORKED IN
		NH-6-017(043)127		Faribault MN 55021		
2017	\$595,790.00	City of Des Moines IA ADA Sidewalk Ramp Contract 2 09-2017-004	P	City of Des Moines 400 E Court Avenue, Suite 200 Des Moines, IA 50309	Matt Fenstermann 515-237-1327	Des Moines IA
2017	\$610,720.00	City of Des Moines IA ADA Sidewalk Ramp Contract 1 09-2017-003	P	City of Des Moines 400 E Court Avenue, Suite 200 Des Moines, IA 50309	Matt Fenstermann 515-237-1327	Des Moines IA
2017	\$496,893.00	City of Des Moines IA Sidewalk Replacement 09-2017-002	P	City of Des Moines 400 E Court Avenue, Suite 200 Des Moines, IA 50309	Matt Fenstermann 515-237-1327	Des Moines IA
2017	\$1,254,810.16	Central Specialties MNDOT Brown Co New Ulm MN	S	Central Specialties 6325 County Rd 87 SW Alexandria, MN 56308	Alex Sweep 320-762-7289	New Ulm MN
2017	\$330,437.72	Dunn Blacktop - MNDOT Fillmore County Sidewalk, Curb and Gutter, Driveway S.P 2316-16	S	Rochester Sand and Gravel 4105 E River Rd NE Rochester MN 55906	Sam Costigan 507-951-2525	Harmony MN
2017	\$193,662.10	SD DOT Harding Co Curb Ramp Update NH-P0042(00) PCN 05KJ	P	SD DOT 700 E Broadway Ave Pierre, SD 57501	Ryan Houdyshell 605-892-2872	Buffalo SD
2017	\$959,150.00	City of Richfield 2017 Concrete Sidewalk/ Curb/ Gutter Proj. No 17-02	P	Richfield Puiblic Works 6700 Portland Ave Richfield MN 55423	Logan Vlasaty 612-861-9789	Richfield MN
2017	\$54,525.87	Holtmeier Construction City of Winthrop 2017 Street Improvements	S	Holtmeier Construction 3301 3rd Ave Mankato Mn 56001	Jim Voda 507-389-9112	Winthrop MN
2017	\$464,333.00	TXDOT Ector Co ADA Upgrades 0906-00-172 STP 2017(590)	P	TXDOT Ector County 2201 TX-338 Loop, Odessa, TX 79764	Rick Betancourt 432-498-4710	Crane TX, Imperial TX Fort Stockton TX Sanderson TX
2017	\$62,065.64	Knife River - Pine Co Sidewalk, curb and ramps	S	Knife River 4787 Shadow Wood Dr NE	Julie Hennessey 320-529-2763	Willow River MN Sturgeon Lake MN

YEAR COMPLETED	ORIGINAL CONTRACT AMOUNT	LOCATION, OFFICIAL PROJECT NO., AND TYPE OF WORK	PRIME OR SUB	OWNER'S NAME AND ADDRESS	CONTACT AND PHONE	CITIES WORKED IN
		SP 5880-180		Sauk Rapids, MN 56379		
2017	\$93,451.26	Central Specialties - Wilkin Co Sidewalk, Curb and Gutter SP 2601-19	S	Central Specialties 6325 County Rd 87 SW Alexandria, MN 56308	Alex Sweep 320-762-7289	Herman MN, Norcross MN, Charlesville MN, Tintah MN,
2017	\$70,720.16	Central Specialties - MNDOT Becker Co ADA Improvements SP 0305-34	S	Central Specialties 6325 County Rd 87 SW Alexandria, MN 56308	Alex Sweep 320-762-7289	Ogema MN, Mahnomen MN,
2017	\$72,106.47	Mathy Construction - MNDOT Houston Co Sidewalks, Curb and Gutter SP 2801-87	S	Mathy Construction 920 10th Ave N Onalaska, WI 54650	Andy Marinelli 608-783-6411	La Crescent, MN
2017	\$536,312.41	Interstate Improvements - Grand Forks Sidewalks, Curb and Gutter NHU-6-297(008)000	S	Interstate Improvements 16871 Canby Ave Faribault MN 55021	Corey Kittleson 507-261-4209	Grand Forks, ND
2017	\$1,974,200.00	City of Minneapolis Sidewalk Curb and Gutter OP 8364	P	City of Minneapolis 330 2nd Ave South Minneapolis MN 55401	David Schlueter 612-673-2834	Minneapolis, MN
2017	\$3,094,797.00	MNDOT Swift County Benson Design Build SP 7608-19	P	MN DOT 395 John Ireland Blvd MS 650 St. Paul, Minnesota 55155	Brad Cegla 320.760.7948	Benson, MN
2017	\$1,833,580.00	TXDOT Walker County curb ramps, sidewalks, driveways STP 1602(419) 0917-27-045	P	TxDOT Bryan District 2591 N. Earl Rudder Freeway Bryan, TX 77803-5190	Andrew Holick 979-778-9707	Huntsville, TX
2017	\$456,294.00	City of Cedar Rapids Iowa Bid Package 4 3016016-07	P	City of Cedar Rapids 500 15th Sve SE Cedar Rapids, IA 52404	Cindy Potters 319-286-5846	Cedar Rapids, IA
2017	\$368,982.00	TXDOT Ector County Misc Concrete Repair 6301-22-001	P	TXDOT Ector County 2201 TX-338 Loop, Odessa, TX 79764	Rick Betancourt 432-498-4710	Odessa TX, Stanton TX Andrews TX, Midland TX
2017	\$1,994,966.95	City of Minneapolis MN Signal Curb Ramps and Signals	P	City of Minneapolis 3535 Vadnais Center Drive	John Gray 651-490-2073	Minneapolis, MN

YEAR COMPLETED	ORIGINAL CONTRACT AMOUNT	LOCATION, OFFICIAL PROJECT NO., AND TYPE OF WORK	PRIME OR SUB	OWNER'S NAME AND ADDRESS	CONTACT AND PHONE	CITIES WORKED IN
		OP 8317 027-030-043 & 141-030-023		St. Paul MN 55110		
2017	\$2,147,565.30	TX DOT Potter County Highway US 60 STP-2014(103)TE 0168-10-069	P	TXDOT 5715 Canyon Dr. Amarillo TX 79110	Jason Henson 806-378-0071	Amarillo, TX
2016	\$19,358.75	Minnesota Signal Weighstation SP 8282-126	S	Minnesota Signal LLC 4 East Tyrone LeCenter MN 56057	Darrel 507-420-2466	St. Crix, MN Dayton, MN
2016	\$209,716.50	City of West St. Paul Safe Routes To School CP 14-6 SP 173-591-002	P	City of West St. Paul 1616 Humboldt Avenue West St. Paul, MN 55118	Mike Kriesel 651-470-9192	West St. Paul, MN
2016	\$1,046,279.00	City of Cedar Rapids Iowa Bid Package 2 3016016-05	P	City of Cedar Rapids 500 15th Sve SE Cedar Rapids, IA 52404	Cindy Potters 319-286-5846	Cedar Rapids, IA
2016	\$98,150.00	City of South St Paul Misc Concrete Repair 2016-003	P	City of South St. Paul 125 3rd Ave North South St. Paul MN 55075	Chris Hartzell 651-554-3210	South St. Paul, MN
2016	\$487,036.45	ND DOT Morton County Mandan ADA Curb Ramps SS-9-999(307) (PCN 20269)	P	ND DOT 608 East Boulevard Ave. Bismarck, ND 58505-0700		Mandan, ND
2016	\$441,326.00	MN DOT District 6 ADA Improvement and Signal 8826-159	P	MNDOT 395 John Ireland Blvd MS 650 St Paul, Minnesota 55155	Ed Welch	Cannon Falls MN, Faribault MN, Lake City MN, St Charles MN, Lanesboro MN, Spring Grove MN
2016	\$335,842.00	City of Moorhead Misc. Concrete Improvements A7-1-2016	P	City of Moorhead 500 Center Ave Moorhead MN	Jim Schulz 218-299-5379	Moorhead, MN
2016	\$427,499.00	City of Cedar Rapids Iowa Bid Package 1 3016016-04	P	City of Cedar Rapids 500 15th Sve SE Cedar Rapids, IA 52404	Cindy Potters 319-286-5846	Cedar Rapids, IA
2016	\$435,950.40	City of West Fargo Sidewalk Improvement	P	Moore Engineering 952 10th Ave E	Eric Odegaard 701-499-5863	West Fargo, ND

YEAR COMPLETED	ORIGINAL CONTRACT AMOUNT	LOCATION, OFFICIAL PROJECT NO., AND TYPE OF WORK	PRIME OR SUB	OWNER'S NAME AND ADDRESS	CONTACT AND PHONE	CITIES WORKED IN
		6052		West Fargo ND 58078		
2016	\$382,275.00	City of Fargo ND Reconstruction of City Sidewalks SR-16-A1	P	City of Fargo 701 Main Ave Fargo ND	April Walker 701-241-1545	Fargo, ND
2016	\$1,125,041.50	City of Richfield 2016 Concrete Sidewalk/ Curb/ Gutter Proj. No 2817	P	Richfield Puiblic Works 6700 Portland Ave Richfield MN 55423	Logan Vlasaty 612-861-9789	Richfield, MN
2016	\$716,493.52	PCI - Ramsey County Concrete Rehabilitation (2016) Various Locations S.A.P 062-030-021 P - 5505	S	PCI Roads Inc 14123 42nd St ne St. Michael, MN 55376	763-497-6100	Arden Hills MN, Facon Heights MN, St. Paul MN, Shoreview MN,
2016	\$194,310.25	Meyer Contracting - Sisseton Veterans Cemetery SW Quadrant Intersection Hwy 10	S	Meyer Contracting Inc 11000 93rd Ave N Maple Grove, MN 55369	Jeremy Gibbs 763-391-5959	Sisseton, SD
2016	\$691,919.87	Central Specialties - Otter Tail County Sidewalk, Curb, and Gutter SP 5608.23	S	Central Specialties 6325 County Road 87 SW Alexandria MN 56308	Tanya Logan 320-759-2956	Parkers Prairie, MN
2016	\$176,286.00	City of Watertown SD Sidewalk Accessibility Improvements 1604	P	City of Watertown 23 2nd Street NE Watertown, SD 57203	Roger Sween 605-882-6202	Watertown SD
2016	\$1,482,700.00	City of Minneapolis MN OP8218 Construction or ADA Pedestrian Intersection Ramps	P	City of Minneapolis 1901 E 26th St Minneapolis, MN 55404	Elisha Langat 612.240.1894	Minneapolis MN
2016	\$240,638.00	ND DOT City of Bowman TAC-0006(022)(PCN-20767) ADA Improvements, Sidewalks, Curb & Gutter & Retaining Wall	P	ND DOT 608 East Boulevard Ave. Bismarck, ND 58505-0700	Jon Brosz 701.523.3340	Bowman ND
2016	\$258,052.50	ND DOT City of Ray TAC-0053(026) (PCN-20772) Sidewalks, Markings and Incedentials	P	ND DOT 608 East Boulevard Ave. Bismarck, ND 58505-0700	Scott Johnston 701.570.4640	Ray ND
2016	\$139,388.50	ND DOT City of Minot TAU-4-989(118)119 (PCN-20771) Sidewalk, Crosswalk, and ADA Ramps	P	ND DOT 608 East Boulevard Ave. Bismarck, ND 58505-0700	Jacqueline Aucker 701.857.41	Minot ND
2016	\$1,792,916.93	TX DOT Nueces Co STP 1502(438) 0916-00-079	P	TX DOT	James Kelly	Refugio TX