

Document 00911

NOTICE OF  
ADDENDUM NO. 1

Date of Addendum: 3/18/16

PROJECT NAME: Clearing and Grubbing Work Order for Large Diameter Water Lines

PROJECT NO: S-000701-0039-4

BID DATE: March 24, 2016 (There is no change to the Bid Date.)

FROM: J. Timothy Lincoln, P.E., City Engineer  
City of Houston  
Department of Public Works and Engineering  
611 Walker, 15<sup>th</sup> Floor  
Houston, Texas 77002  
Attn: Kevin D. Tran, P.E., Project Manager

TO: Prospective Bidders

The referenced Addendum forms a part of the Bidding Documents and will be incorporated into the Contract documents, as applicable.

Written questions regarding this Addendum may be submitted to the Project Manager following the procedures specified in Document 00200 – Instructions to Bidders. Immediately notify the City Engineer through the named Project Manager upon finding discrepancies or omissions in the Bid Documents.



*SD  
VP  
Ken*

Ravi Kaleyatodi, P.E., CPM  
Senior Assistant Director  
Department of Public Works and  
Engineering

END OF DOCUMENT

Document 00910

ADDENDUM NO. 1

Date of Addendum: 8/18/16

PROJECT NAME: Clearing and Grubbing Work Order for Large Diameter Water Lines

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FROM: J. Timothy Lincoln, P.E., City Engineer  
City of Houston  
Department of Public Works and Engineering  
611 Walker Street  
Houston, Texas 77002  
Attn: Kevin D. Tran, P.E., Project Manager

TO: Prospective Bidders

This Addendum forms a part of the Bidding Documents and will be incorporated into the Contract documents, as applicable. Insofar as the original Project Manual and Drawings are inconsistent, this Addendum governs.

*This Addendum uses the change page method: remove and replace or add pages, or Drawing sheets, as directed in the change instructions below. Change bars ( | ) are provided in the outside margins of pages from the Project Manual to indicate where changes have been made; no change bars are provided in added Sections. Reissued Drawing Sheets show the Addendum number below the title block and changes in the Drawing are noted by a revision mark and enclosed in a revision cloud.*

#### CHANGES TO PROJECT MANUAL

#### INTRODUCTORY INFORMATION

1. Document 00010 – Table of Contents. Replace entire Document.

BID FORMS AND SUPPLEMENTS

2. Document 00410 – Bid Form, Parts A & B. Replace entire Document.

CONTRACTING REQUIREMENTS

3. Document 00520 – Agreement. Replace the entire document.
4. Document 00805 – Equal Employment Opportunity Program Requirements. Replace entire Document.
5. Document 00820 – Wage Scale for Engineering Construction. Replace entire Document.

SPECIFICATIONS

6. Document 01110 – Summary of Work. Replace entire document.

END OF ADDENDUM NO. 1



DATED:

*Ravi Kaleyatodi*  
Ravi Kaleyatodi, P.E., CPM  
Senior Assistant Director  
Department of Public Works and  
Engineering – Engineering and  
Construction Division

RK:SD:ACM:KDT

END OF DOCUMENT

00910-2  
02-01-2004

Document 00010

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NOTE: Capitalized Specification Sections are included in [http://documents.publicworks.houstontx.gov/document-center/cat\\_view/88-engineering-and-construction/92-specifications.html](http://documents.publicworks.houstontx.gov/document-center/cat_view/88-engineering-and-construction/92-specifications.html); and are incorporated in Project Manuals by reference as if copied verbatim. Documents listed "for filing" are to be provided by Bidder and are not included in this Project Manual unless indicated for example only. The Document numbers and titles hold places for actual documents to be submitted by Contractor during Bid, post-bid, or construction phase of the Project. Specification Sections marked with an asterisk (\*) are amended by a supplemental specification, printed on blue paper and placed in front of the Specification it amends. Documents in the 200, 300 and 400 series of Division 00, except for Document 00410B – Bid Form, Part B, are not part of the Contract

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END OF DOCUMENT

Document 00410

BID FORM – PART A

To: **The Honorable Mayor and City Council of the City of Houston**  
**City Hall Annex**  
**900 Bagby Street**  
**Houston, Texas 77002**

Project: Clearing and Grubbing Work Order for Large Diameter Water Lines

Project No.: WBS No. S-000701-0039-4

Bidder:

(Print or type full name of proprietorship, partnership, corporation, or joint venture\*)

**OFFER**

- A. Contract Price, Unit Prices and Adjustment Factor:** Having examined the Project Manual and all matters referred to in Bid Documents for the Project, we, the undersigned, offer to enter into a Work Order Contract to perform the Work for the not to exceed Contract Price, Unit Prices and Adjustment Factor shown in Document 00410, Part B.
- B. Security Deposit:** Included with the Bid is a Security Deposit in the amount of 10 percent of the Contract Price subject to terms described in Document 00200 - Instructions to Bidders.
- C. Period for Bid Acceptance:** This offer is open to acceptance and is irrevocable for 90 days from Bid Date. That period may be extended by mutual written agreement of the City and Bidder.
- D. Addenda:** All Addenda have been received. Modifications to Bid Documents have been considered and all related costs are included in the Adjustment Factor.
- E. Bid Supplements:** The following documents are attached:
- Security Deposit (as defined in Document 00200 – Instructions to Bidders)
  - Document 00450 - Bidder's Statement of MWBE/PDBE/DBE/SBE Status
  - Document 00452 - Contractor Submission List - Fair Campaign Ordinance
  - Document 00453 - Bidder's Statement of Residency
  - Document 00454 - Affidavit of Non-interest
  - Document 00455 - Affidavit of Ownership or Control
  - Document 00456 - Bidder's Certificate of Compliance with Buy American Program (required for AIP funded project)
  - Document 00457 - Conflict of Interest Questionnaire

- Document 00458 - Bidder's Certificate Regarding Foreign Trade Restriction *(required for AIP funded project)*
- Document 00459 - Contractor's Statement Regarding Previous Contracts Subject to EEO *(required for AIP funded project)*
- Document 00460 - (POP-1) Pay or Play Acknowledgement Form
- Document 00470 - Bidder's MWSBE Participation Plan *(required unless no MWSBE participation goal is provided in Document 00803 (the "Goal"))*
- Document 00471 - Pre-bid Good Faith Efforts *(required if the goal in Bidder's Participation Plan - Document 00470 is lower than the Goal)*
- Document 00472 - Bidder's Goal Deviation Request *(required if the goal in Bidder's Participation Plan - Document 00470 is lower than the Goal)*
- Others as listed: Valid official letter from OBO with your designation as a City or Local Business (Bidder's Participation Hire Houston First)

#### CONTRACT TIME

- A. If offer is accepted, Contractor shall achieve Date of Substantial Completion within the stipulated duration noted in each Work Order, subject to adjustments of Contract Time as provided in the Contract. Each Work Order will establish a Date of Commencement \* and Completion Date specific to that Work Order.
- B. The City may issue Work Orders within **730** calendar days after Notice To Proceed for the Contract. This Agreement is effective on the date of Notice To Proceed and remains in effect until the final acceptance of the last Work Order issued by the City. If the Director makes a written request for renewal to the Contractor at least thirty (30) days before expiration of the then-current term, and if sufficient funds are allocated, then, upon expiration of the then-current term, this Agreement is renewed for one (1) year upon the same terms and conditions, and shall only be renewed up to two (2) consecutive times.
- C. The Parties recognize that time is of the essence for this Agreement and that the City will suffer financial loss if the Work is not completed within the Contract Time. Parties also recognize delays, expense, and difficulties involved in proving in a legal or arbitration proceeding actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amount stipulated in Document 00803 – Work Order Supplementary Conditions, for each day beyond Contract Time.
- D. Each Work Order will establish the Contract Time for that Work Order based on the Estimated Work Order Price \*\*. Contract Time shall be as following:

21 Days (excluding weekends and holidays) for Estimated Work Order Price equal to or less than \$20,000;  
30 Days (excluding weekends and holidays) for Estimated Work Order Price greater than \$20,000 through equal to or less than \$50,000;  
45 Days (excluding weekends and holidays) for Estimated Work Order Price greater than \$50,000 through equal to or less than \$200,000;  
45+ Days (excluding weekends and holidays) for Estimated Work Order Price greater than \$200,000.

Project Manager may adjust the actual duration and Completion Date based on availability of materials, required 3rd party inspectors, flagmen, other regulatory officials, or to comply with infrastructure needs.

\* The Date of Commencement of the Work, as defined in Document 00700 - General Conditions, is the date from which the Contract Time is measured.

\*\* The Estimated Work Order Price is calculated by multiplying Unit Quantity of each Item listed in the Work Order by Unit Price with the Contractor determined Adjustment Factor provided in Document 00410 – Bid Form, Part B.

Document 00410

**BID FORM – PART B**

**1.0 THE ADJUSTMENT FACTOR <sup>(1)</sup> HAS BEEN CALCULATED BY BIDDER, USING THE FOLLOWING UNIT PRICES, ALLOWANCES, AND ALTERNATES:**

**A. STIPULATED PRICE: \$ N/A**

(Total Bid Price; minus Base Unit Prices, Extra Unit Prices, Cash Allowances and All Alternates, if any)

**B. BASE UNIT PRICE TABLE:**

Item No.	Section No.	Base Unit Short Title	Unit of Measure	Unit Quantity <sup>(2)</sup>	Unit Price in figures <sup>(3)(4)</sup>	Total in figures <sup>(2)</sup>
<b>B.1 - GENERAL ITEMS 1</b>						
1	01502S	Mobilization (Work Order Price equal to or less than \$20,000)	EA	20	\$600.00	\$12,000.00
2	01502S	Mobilization (Work Order Price greater than \$20,000 through equal to or less than \$50,000)	EA	20	\$1,200.00	\$24,000.00
3	01502S	Mobilization (Work Order Price greater than \$50,000)	EA	20	\$2,500.00	\$50,000.00
4	01502S	Demobilization/Remobilization	EA	20	\$700.00	\$14,000.00
5	01270S	Insurance and Bonds	LS	1	\$40,000.00	\$40,000.00
<b>ADJUSTMENT FACTOR (for Group B.1)</b>						<b>1.000 <sup>(5)</sup></b>

Item No.	Section No.	Base Unit Short Title	Unit of Measure	Unit Quantity <sup>(2)</sup>	Unit Price in figures <sup>(3)(4)</sup>	Total in figures <sup>(2)</sup>
<b>B.2 - GENERAL ITEMS 2</b>						
6	01555S	Type III Barricade	DAY	60	\$8.00	\$480.00
7	01555S	Flashing Arrow Board	DAY	60	\$130.00	\$7,800.00

Item No.	Section No.	Base Unit Short Title	Unit of Measure	Unit Quantity <sup>(2)</sup>	Unit Price in figures <sup>(3)(4)</sup>	Total in figures <sup>(2)</sup>
8	01555S	Traffic Control - Advance Warning/Detour Signs	DAY	60	\$2.50	\$150.00
9	01555S	Flagmen	HR	2000	\$15.00	\$30,000.00
10	01555S	Uniformed Peace Officer	HR	2000	\$40.00	\$80,000.00
11	01555S	Traffic Control - typical one lane closure, complete in place per Work Order (Work Order Price equal to or less than \$20,000)	EA	20	\$1,800.00	\$36,000.00
12	01555S	Traffic Control - typical one lane closure, complete in place per Work Order (Work Order Price greater than \$20,000 through equal to or less than \$50,000)	EA	20	\$2,000.00	\$40,000.00
13	01555S	Traffic Control - typical one lane closure, complete in place per Work Order (Work Order Price greater than \$50,000)	EA	20	\$3,000.00	\$60,000.00
14	02921	Hydromulch Seeding	AC	20	\$2,500.00	\$50,000.00
15	02922	Sodding	SY	9000	\$4.00	\$36,000.00
16	02105	Preparatory Work for Sampling and Analysis in PPCA (once per Work Order when applicable)	EA	20	\$5,000.00	\$100,000.00
17	02120	Transportation and Disposal of Class I Soils	CY	200	\$20.00	\$4,000.00
18	02120	Transportation and Disposal of Class II Soils	CY	200	\$40.00	\$8,000.00
19	01270S	Remove and/or Dispose of Billboards over 25 feet height	EA	10	\$3,000.00	\$30,000.00
20	01270S	Remove and/or Dispose of Billboards 10-25 feet height	EA	10	\$1,500.00	\$15,000.00
21	01270S	Remove and/or Dispose of Billboards or Signs less than 10 feet height	EA	30	\$700.00	\$21,000.00
22	01270S	Remove and Reinstall/Relocate Mailboxes (all types)	EA	80	\$150.00	\$12,000.00
23	01110	Gas Meter Relocation (Residential)	EA	10	\$2,000.00	\$20,000.00

Item No.	Section No.	Base Unit Short Title	Unit of Measure	Unit Quantity <sup>(2)</sup>	Unit Price in figures <sup>(3)(4)</sup>	Total in figures <sup>(2)</sup>
24	01110	Gas Meter Relocation (Commercial)	EA	10	\$2,500.00	\$25,000.00
25	01110	Electric Power Riser Relocation (Residential)	EA	10	\$60.00	\$600.00
26	01110	Electric Power Riser Relocation (Commercial)	LF	100	\$85.00	\$8,500.00
27	02221	Remove and Dispose of Debris of Buildings and Miscellaneous Structures	CY	2000	\$40.00	\$80,000.00
28	01575	Stabilized Construction Entrance/Exit	SY	2000	\$10.00	\$20,000.00
29	02233S	Clearing and Grubbing (including Trees less than 4-inch in diameter)	AC	50	\$6,500.00	\$325,000.00
30	01110	Selective Clearing for Line of Sight	LF	100000	\$2.00	\$200,000.00
31	02233S	Remove Trees (4-9 inch in diameter )	EA	100	\$800.00	\$80,000.00
32	02233S	Remove Trees (greater than 9-inch in diameter )	EA	75	\$2,000.00	\$150,000.00
33	02915	Plant Trees less than 4-inch in diameter	EA	50	\$1,500.00	\$75,000.00
34	02915	Plant Trees greater than 4-inch in diameter	EA	30	\$3,500.00	\$105,000.00
35	02821	Remove Chain Link Fence (up to 12 feet height)	LF	2000	\$10.00	\$20,000.00
36	02821	Install Chain Link Fence (up to 12 feet height)	LF	2000	\$50.00	\$100,000.00
37	02825	Remove Wood Fence (all heights)	LF	2000	\$6.00	\$12,000.00
38	02825	Install Wood Fence (all heights)	LF	2000	\$30.00	\$60,000.00
39	01270S	Remove and Replace Barbed Wire Fence	LF	2000	\$6.00	\$12,000.00
40	02821 02825	Remove and Reinstall/Relocate Gate (all heights, all types)	EA	15	\$3,000.00	\$45,000.00
41	02821 02825	Install Gate (all heights, all types)	EA	30	\$5,500.00	\$165,000.00
42	01270S	Timber Mats Rental, 15 Standard 8-foot wide x 16-foot long, 3-ply	DAY	30	\$140.00	\$4,200.00

Item No.	Section No.	Base Unit Short Title	Unit of Measure	Unit Quantity <sup>(2)</sup>	Unit Price in figures <sup>(3)(4)</sup>	Total in figures <sup>(2)</sup>
43	01270S	Timber Mat Round-trip Delivery and Pick-up, maximum 13-15 Timber Mats per Truck	HR	30	\$100.00	\$3,000.00
<b>B.3 - PAVING ITEMS</b>						
44	02221	Remove and Dispose of Concrete Curb and Gutter	LF	1500	\$3.00	\$4,500.00
45	02221	Removing and Disposing of Concrete Pavements (including all thickness, w/ or w/o asphalt, including base & subgrade, w/ or w/o curb, all depths)	SY	500	\$4.00	\$2,000.00
46	02221	Remove and Dispose of Asphaltic Surface (all thickness, including base & subgrade, w/ or w/o curb, all depths)	SY	500	\$4.00	\$2,000.00
47	02221	Remove and Dispose of Reinforced Concrete Pavement, all thicknesses, w/ or w/o Asphalt Overlay, w/ or w/o Curb, including Base & Subgrade	SY	500	\$6.00	\$3,000.00
48	02319	Borrow (Offsite)	CY	100	\$15.00	\$1,500.00
49	02713	Recycled Crushed Concrete Base Course, 12-inch thick	TON	1500	\$40.00	\$60,000.00
50	02336	Lime for Lime Stabilized Subgrade (dry weight)	TON	100	\$150.00	\$15,000.00
51	02337	Fly Ash	TON	75	\$80.00	\$6,000.00
52	02337	Lime/Fly Ash Stabilized Subgrade 6-inch	SY	500	\$5.00	\$2,500.00
53	02711	Hot Mix Asphalt Base Course (Type A/B) / All Thickness	TON	100	\$120.00	\$12,000.00
54	02741	Type D Hot Mix Asphalt Concrete (HMAC) Surfacing, 2-inch thick	TON	50	\$130.00	\$6,500.00
55	02752S	2-inch Saw-cut Concrete Pavement	LF	500	\$5.00	\$2,500.00
56	02752S	Saw-cut Concrete Pavement, full depth (up to 10 inches) w/ or w/o Reinforcing	LF	500	\$15.00	\$7,500.00

Item No.	Section No.	Base Unit Short Title	Unit of Measure	Unit Quantity <sup>(2)</sup>	Unit Price in figures <sup>(3)(4)</sup>	Total in figures <sup>(2)</sup>
57	02752	Horizontal Dowel, 24-inch	EA	1000	\$8.00	\$8,000.00
58	02752	Street Pavement Expansion Joints, w/ or w/o Load Transfer	LF	500	\$7.00	\$3,500.00
59	02751	Reinforced Concrete Pavement 6-inch thick	SY	200	\$50.00	\$10,000.00
60	02751	Reinforced Concrete Pavement 8-inch thick	SY	200	\$60.00	\$12,000.00
61	02751	Reinforced Concrete Pavement 10-inch thick	SY	200	\$70.00	\$14,000.00
62	02754	6-inch High Early Strength Concrete Driveway including Base	SF	2000	\$12.00	\$24,000.00
63	02741	Temporary Asphalt Concrete Pavement for Detour / Roadway and Shoulder	SY	400	\$40.00	\$16,000.00
64	02771	6-inch Concrete Curb, all heights	LF	500	\$5.00	\$2,500.00
65	02771	Monolithic Concrete Curb and Gutter, all heights	LF	500	\$28.00	\$14,000.00
66	02775	4-1/2-inch Concrete Sidewalk, including Headers, Dowels and Expansion Joints	SF	2000	\$6.00	\$12,000.00
<b>B.4 - STORM ITEMS</b>						
67	02221	Remove and Dispose of 36-inch and Smaller Storm Sewers	LF	600	\$10.00	\$6,000.00
68	02221	Remove and Dispose of 42 or 48-inch Storm Sewer	LF	200	\$16.00	\$3,200.00
69	02631	18-inch Diameter Storm Sewer by Open Cut	LF	200	\$75.00	\$15,000.00
70	02631	24-inch Diameter Storm Sewer by Open Cut	LF	200	\$100.00	\$20,000.00
71	02631	30-inch Diameter Storm Sewer by Open Cut	LF	200	\$125.00	\$25,000.00
72	02631	36-inch Diameter Storm Sewer by Open Cut	LF	200	\$150.00	\$30,000.00
73	02221	Remove and Dispose of 18-inch Diameter Culvert	LF	200	\$14.00	\$2,800.00

Item No.	Section No.	Base Unit Short Title	Unit of Measure	Unit Quantity <sup>(2)</sup>	Unit Price in figures <sup>(3)(4)</sup>	Total in figures <sup>(2)</sup>
74	02631	Install 18-inch Diameter Culvert	LF	200	\$45.00	\$9,000.00
75	02221	Remove and Dispose of 24-inch Diameter Culvert	LF	200	\$16.00	\$3,200.00
76	02631	Install 24-inch Diameter Culvert	LF	200	\$60.00	\$12,000.00
77	02221	Remove and Dispose of 30-inch Diameter Culvert	LF	200	\$18.00	\$3,600.00
78	02631	Install 30-inch Diameter Culvert	LF	200	\$75.00	\$15,000.00
79	02221	Remove and Dispose of 36-inch Diameter Culvert	LF	200	\$20.00	\$4,000.00
80	02631	Install 36-inch Diameter Culvert	LF	200	\$95.00	\$19,000.00
81	02315	Reconstruction of Roadside Ditch	LF	1000	\$8.00	\$8,000.00
<b>B.5 - SWPPP ITEMS</b>						
82	01570	Filter Fabric Fence	LF	8000	\$2.50	\$20,000.00
83	01570	Reinforced Filter Fabric Barrier	LF	800	\$3.00	\$2,400.00
84	01570	Inlet Protection Barrier	LF	200	\$1.75	\$350.00
<b>ADJUSTMENT FACTOR (for Groups B.2 through B.5)</b>					<u>(Selected in Document 00410, Part B, Article 1.0 F) <sup>(1)</sup></u>	

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**C. EXTRA UNIT PRICE TABLE:**

Item No.	Section No.	Extra Unit Short Title	Unit of Measure	Unit Quantity <sup>(2)</sup>	Unit Price in figures <sup>(3)(4)</sup>	Total in figures <sup>(2)</sup>
85	02318	Excavation Around Obstructions	CY	50	\$15.00	\$750.00
86	02318	Extra Hand Excavation	CY	50	\$20.00	\$1,000.00
87	02318	Extra Machine Excavation	CY	50	\$20.00	\$1,000.00
88	02318	Extra Placement of Backfill Material	CY	50	\$10.00	\$500.00
89	02318	Extra Cement-stabilized Sand	CY	50	\$30.00	\$1,500.00
90	03315	Extra Class "A" Concrete with or without Forms	CY	50	\$60.00	\$3,000.00
91	02120	Excavation Around Obstructions in PPCA	CY	50	\$40.00	\$2,000.00
92	02120	Extra Hand Excavation in PPCA	CY	50	\$20.00	\$1,000.00
93	02120	Extra Machine Excavation in PPCA	CY	50	\$20.00	\$1,000.00
94	02120	Extra Placement of Backfill Material in PPCA	CY	50	\$20.00	\$1,000.00
95	01270S	Boundary Survey Services	EA	20	\$6,000.00	\$120,000.00
96	01270S	Extended Rental-8'x16' Timber Mats	WK	8	\$42.00	\$336.00
97	01270S	Extended Rental-8'x16' Timber Mats	MTH	4	\$100.00	\$400.00
<b>ADJUSTMENT FACTOR (for Extra Unit Items Group)</b>					<b><u>(Selected in Document 00410, Part B, Article 1.0 F)<sup>(1)</sup></u></b>	

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**D. CASH ALLOWANCE TABLE:**

Item No.	Section No.	Cash Allowance Short Title	Cash Allowance in figures <sup>(2)</sup>
98	01110	Utility Reimbursement	\$60,000.00
99	01110	Permits	\$60,000.00
100	01110	Street Cut Permit Fee	\$5,000.00
101	01110	Railroad Flag Man Allowance	\$50,000.00
102	01110	Lane Closure Permit Fee	\$5,000.00
103	01110	Property Owner Obstruction Removal Allowance	\$15,000.00
<b>ADJUSTMENT FACTOR (for Allowance Items Group)</b>			<b>1.000 <sup>(5)</sup></b>

REST OF PAGE INTENTIONALLY LEFT BLANK

**E. ALTERNATES TABLE:**

Item No.	Section No.	Alternate Short Title	Unit of Measure	Unit Quantity <sup>(2)</sup>	Unit Price in figures <sup>(3)(4)</sup>	Total in figures <sup>(2)</sup>
N/A	N/A	N/A	N/A	N/A	N/A	\$0.00
<b>ADJUSTMENT FACTOR (for Alternate Items Group)</b>						<b>1.000 <sup>(5)</sup></b>

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F. ADJUSTMENT FACTOR <sup>(1)</sup>:

●

G. CONTRACT PRICE (Not To Exceed) <sup>(6)</sup>:

\$ 980,000.00

**2.0 SIGNATURES:** By signing this Document, I agree that I have received and reviewed all Addenda and considered all costs associated with the Addenda in calculating the Adjustment Factor.

Bidder:

\_\_\_\_\_  
(Print or type full name of proprietorship, partnership, corporation, or joint venture\*)

\*\*By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name:

\_\_\_\_\_  
(Print or type name)

\_\_\_\_\_  
Title

Address:

\_\_\_\_\_  
(Mailing)

\_\_\_\_\_  
(Street, if different)

Telephone and Fax Number:

\_\_\_\_\_  
(Print or type numbers)

\* If Bid is a joint venture, add additional Bid Form signature sheets for each member of the joint venture.

\*\* Bidder certifies that the only person or parties interested in this offer as principals are those named above. Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding.

\*\*\* Reference Document 01110 - Summary of Work, for additional details concerning the Adjustment Factor, and Document 00950 - Work Order, Parts A & B (Example only).

Note: This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of the Texas Penal Code.

Footnotes for Document 00410, Part B:

- (1) Contractor to select an Adjustment Factor up to two (2) decimal places.\*\*\*
- (2) At Bid time, the Unit Quantity, hence the Total in figures is unknown for all Unit Price Items, except for Insurance and Bonds Item. The actual Unit Quantity and Total in figures for each Unit Price Item will be determined by Project Manager for each Work Order.
- (3) In the event of a discrepancy, this column shall govern.
- (4) Fixed price determined prior to Bid. Cannot be adjusted by Bidder.
- (5) An Adjustment Factor of 1.000 will be applied to all Items in this group.
- (6) This is a Work Order Contract with a Not To Exceed Contract Price that is fixed prior to Bid, which cannot be adjusted by Bidder. The total value of all Work Orders will not exceed the Contract Price. Items shown are Work Items and are to be used only if necessary, with the approval of Project Manager. No compensation will be received for any part of the Item Quantities unless they are actually used on the project.

END OF DOCUMENT

Document 00520

AGREEMENT

Project: Clearing and Grubbing Work Order for Large Diameter Water Lines

Project Location: Various locations to be determined by each Work Order (City of Houston, Extra Territorial Jurisdictions, and Strategic Partnership Agreements; Key Map No. Various

Project No: WBS No. S-000701-0039-4

The City: THE CITY OF HOUSTON, 900 Bagby Street, Houston, Texas 77002 (the "City")  
and

Contractor: \_\_\_\_\_  
(Address for Written Notice) \_\_\_\_\_

Fax Number: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City Engineer, with respect to Sections 4.1.9 and 4.3 thru 4.5 of the General Conditions, is:

J. Timothy Lincoln, P.E. (or his successor)  
P. O. Box 1562, Houston, Texas 77251-1562 (Address for Written Notice)

City Engineer, with respect to all other terms of the General Conditions, is:

Joseph T. Myers, P.E.  
Fax Number: (832) 395-2410

THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

ARTICLE 1  
THE WORK OF THE CONTRACT

- 1.1 Contractor shall perform the Work in accordance with the Contract.
- 1.2 One or more Work Orders may be issued concurrently at any given time under the Contract.

ARTICLE 2  
CONTRACT TIME

2.1 The City may issue Work Orders within 730 calendar days after Notice To Proceed for the Contract. This Agreement is effective on the Notice To Proceed date until the final acceptance of the last Work Order issued by the City. If the Director, makes a written request for renewal to the Contractor at least 30 days before expiration of the then-current term, and if sufficient funds are allocated, then, upon expiration of the then-current term, this Agreement is renewed for one (1) year upon expiration upon the same terms and conditions, and shall only be renewed up to two (2) consecutive times.

2.2 Each Work Order will establish the Contract Time for that Work Order based on the Estimated Work Order Price\*. Contract Time shall be as following:

21 Days (excluding weekends and holidays) for Estimated Work Order Price equal to or less than \$20,000;

30 Days (excluding weekends and holidays) for Estimated Work Order Price greater than \$20,000 through equal to or less than \$50,000;

45 Days (excluding weekends and holidays) for Estimated Work Order Price greater than \$50,000 through equal to or less than \$200,000;

45+ Days (excluding weekends and holidays) for Estimated Work Order Price greater than \$200,000.

Project Manager may adjust the actual duration and Completion Date based on availability of materials, required 3<sup>rd</sup> party inspectors, flagmen, other regulatory officials, or to comply with infrastructure needs.

2.2 The Parties recognize that time is of the essence for this Agreement and that the City will suffer financial loss if the Work is not completed within the Contract Time. Parties also recognize delays, expense, and difficulties involved in proving in a legal or arbitration proceeding actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amount stipulated in Document 00803 – Supplementary Conditions, for each day beyond Contract Time.

2.4 Contractor shall achieve Date of Substantial Completion within the stipulated duration noted in each Work Order, subject to adjustments of the Contract Time as provided in the Contract. Each Work Order will establish a date of Commencement\*\* and Completion Date specific to that Work Order.

\* The Estimated Work Order Price is calculated by multiplying Unit Quantity of each Item listed in the Work Order by Unit Price with the Contractor determined Adjustment Factor provided in Document 00410 – Bid Form, Part B.

\*\* The Date of Commencement of the Work, as defined in Document 00700 - General Conditions, is the date from which the Contract Time is measured.

### ARTICLE 3 CONTRACT PRICE

3.1 Subject to terms of the Contract, the City will pay Contractor the Contract Price set out in each Work Order in current funds for Contractor's performance of the Contract. The total Contract Price, as sum of Contract Prices of all Work Orders issued, shall not exceed \$980,000, which includes Allowances, and Alternates, if any, accepted below.

The Contract Price is a Not To Exceed amount fixed prior to Bid that is not bound to the summation of the Total in figures, Allowances and Alternates listed in Document 00410 – Bid Form, Part B.

3.2 The City accepts Alternates as follows: NONE

**ARTICLE 4  
PAYMENTS**

- 4.1 The City will make progress payments to Contractor as provided below and in Conditions of the Contract.
- 4.2 The Period covered by each progress payment is one calendar month ending on the [ ] 15th or [ ] last day of the month.
- 4.3 The City will issue Certificates for Payment and will make progress payments on the basis of such Certificates as provided in Conditions of the Contract.
- 4.4 Final payment, constituting entire unpaid balance of Contract Price, will be made by the City to Contractor as provided in Conditions of the Contract.

**ARTICLE 5  
CONTRACTOR REPRESENTATIONS**

- 5.1 Contractor represents:
- 5.1.1 Contractor has examined and carefully studied Contract documents and other related data identified in Request For Competitive Sealed Proposals or Competitive Sealed Bids.
- 5.1.2 Contractor has visited the site and become familiar with and is satisfied as to general, local, and site conditions that may affect cost, progress, and performance of the Work.
- 5.1.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- 5.1.4 Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in Contract documents and (2) reports and drawings of a hazardous environmental condition, if any, at the site which has been identified in Contract documents.
- 5.1.5 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract to be employed by Contractor, and safety precautions and programs incident thereto
- 5.1.6 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for performance of the Work at Contract Price, within Contract Time, and in accordance with the Contract.
- 5.1.7 Contractor is aware of general nature of work to be performed by the City and others at the site that relates to the Work as indicated in Contract documents.
- 5.1.8 Contractor has correlated information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract.

5.1.9 Contractor has given City Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract, and written resolution thereof by City Engineer is acceptable to Contractor.

5.1.10 Contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**ARTICLE 6  
MISCELLANEOUS PROVISIONS**

6.1 The Contract may be terminated by either Party as provided in Conditions of the Contract.

6.2 The Work may be suspended by the City as provided in Conditions of the Contract.

**ARTICLE 7  
ENUMERATION OF CONTRACT DOCUMENTS**

7.1 The following documents are incorporated into this Agreement:

7.1.1 Document 00700 - General Conditions.

7.1.2 Document 00803 - Supplementary Conditions.

7.1.3 Division 01 - General Requirements.

7.1.4 Divisions 02 through 16 of Specifications.

7.1.5 NOT USED

7.1.6 Addenda which apply to the Contract, are as follows:

Addendum No. 1, dated «Addendum1»

7.1.7 Other documents:

<u>Document No.</u>	<u>Title</u>
[ X ] 00410B	Proposal Form – Part B
[ ] 00470	Standard Pre-Bid Participation Plan Document
[ ] 00471	Pre-Bid Good Faith Efforts Report
[ ] 00472	Goal Deviation Request
[ X ] 00500	Form of Business
[ X ] 00501	Resolution of Contractor (if a corporation)
[ ] 00570	Amended S/MWBE Participation Plan
[ ] 00571	Contractor's Good Faith Efforts Report
[ ] 00572	Plan Deviation Request
[ ] 00608	Contractor's Certification Regarding Non-Segregated Facilities for Project Funded by AIP Grant
[ X ] 00610	Performance Bond
[ X ] 00611	Statutory Payment Bond
[ X ] 00612	One-year Maintenance Bond
[ X ] 00613	One-year Surface Correction Bond

- 
- 00620 Affidavit of Insurance (with the Certificate of Insurance attached)
  - 00623 Contractor's Act of Assurance (SRF Form ED-103)
  - 00624 Affidavit of Compliance with Affirmative Action Program
  - 00628 Affidavit of Compliance with Disadvantaged Business Enterprise (DBE) Program for Project Funded By AIP Grant
  - 00630 (POP-2) Certification of Compliance with Pay or Play Program
  - 00631 (POP-3) City of Houston Pay or Play Program – List of Subcontractors
  - 00801 Supplementary Conditions for Project AIP Funded
  - 00802 SRF Supplementary Conditions
  - 00803 Supplementary Conditions for Project CIP or AIP Funded
  - 00805 Equal Employment Opportunity Program Requirements (DELETE If AIP Funded)
  - 00806 EPA DBE and Wage Rate Requirements (SRF only)
  - 00807 Bidder/Contractor Requirements for DBE Program
  - 00808 Minority and Women-owned Business Enterprise (MWBE) & Persons with Disabilities Business Enterprise (PDBE) Program
  - 00810 Federal Wage Rate - Highway
  - 00811 Federal Wage Rate - Building
  - 00812 Federal Wage Rate - Heavy
  - 00820 Wage Rate for Engineering Construction
  - 00821 Wage Rate for Building Construction
  - 00830 Trench Safety Geotechnical Information
  - 00840 Pay or Play Program
  - 00912 Rider

**ARTICLE 8  
SIGNATURES**

8.1 This Agreement is executed in two original copies and is effective as of the date of countersignature by City Controller.

**CONTRACTOR:**

(If Joint Venture)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Tax Identification Number: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Tax Identification Number: \_\_\_\_\_

**CITY OF HOUSTON, TEXAS**

**APPROVED:**

**SIGNED:**

By: \_\_\_\_\_  
Director,  
Department of Public Works and Engineering

By: \_\_\_\_\_  
Mayor

**COUNTERSIGNED:**

By: \_\_\_\_\_  
City Controller

Date Countersigned:

**ATTEST/SEAL:**

By: \_\_\_\_\_  
City Secretary

8.2 This Contract and Ordinance have been reviewed as to form by the undersigned legal assistant and have been found to meet established Legal Department criteria. Legal Department has not reviewed the content of these documents.

\_\_\_\_\_  
Legal Assistant

\_\_\_\_\_  
Date

**END OF DOCUMENT**

Document 00805

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS  
(City of Houston Information Requirements  
for the Successful Bidder on All Construction Contracts)

DOCUMENTS THAT MUST BE SIGNED AND RETURNED TO THE CITY OF  
HOUSTON PRIOR TO FINAL EXECUTION OF CONTRACT

- Certification by Bidder Regarding Equal Employment Opportunity ..... EEO-3
- Total Work Force Composition of the Company..... EEO-6  
*or in lieu thereof, a copy of the latest Equal Employment Opportunity  
Commission's EEO-1 form (This information is required only if the Contractor  
has a work force of 50 or more people and the Contract is \$50,000 or more.)*
- Company's Equal Employment Opportunity Compliance Program ..... EEO-7

INFORMATION THAT MUST BE SUPPLIED DURING THE COURSE OF THE WORK

- Certification By Proposed Subcontractor Regarding  
Equal Employment Opportunity ..... EEO-26
- Subcontractor's Equal Employment Opportunity  
Compliance Program ..... EEO-29
- Certification by Proposed Material Suppliers, Lessors, and Professional  
Service Providers Regarding Equal Employment Opportunity ..... EEO-30

PLEASE COMPLETE PAGES EEO-3 THROUGH EEO-7 AND MAIL TO:

City of Houston  
Office of Business Opportunity  
Contract Compliance Section  
611 Walker, 7th Floor  
Houston, Texas 77002  
Attention: Director

The remainder of the reports can be mailed at the appropriate time.

**EQUAL EMPLOYMENT OPPORTUNITY PROGRAM REQUIREMENTS**

The following are Equal Employment Opportunity requirements to be met and documents to be submitted to:

Office of Business Opportunity  
Contract Compliance Section  
611 Walker, 7th Floor  
Houston, Texas 77002

Under the conditions and terms of all City construction contract, the prime contractor is responsible for all Equal Employment Opportunity compliance, including subcontractor compliance.

**EQUAL EMPLOYMENT OPPORTUNITY FORMS (EEO Forms)**

These forms are submitted by the prime contractors at the beginning of the Project and as requested:

- EEO Forms 3, 6, and 7 by prime contractors.

These forms are submitted by all subcontractors before they begin work on the project.

- EEO Forms 26 - 29 by subcontractors.

This form is submitted by all suppliers, lessors, or professional services providers before they begin work on the project:

- EEO Form 30

**POSTING**

The following poster should be clearly displayed on each job site, or in case of annual service agreements, in the Contractor's office:

Equal Employment Opportunity is the Law Poster

**JOB SITE VISITS**

Site visits will be made by a Contract Compliance Officer who will make their presence known to the Project Manager, Supervisor, or Foreman, and will conduct interviews with employees on site.

**PAYMENT AND EVALUATION**

Upon completion of the Project, as part of the contract-awarding department's total clearance process, the Office of Business Opportunity's Contract Compliance Section must certify to the department that all EEO compliance requirements have been met.

CERTIFICATION BY BIDDER REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY

GENERAL

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a certification regarding Equal Opportunity is required of bidders or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

CERTIFICATION OF BIDDER

Bidder's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax : \_\_\_\_\_

Name of the company's EEO Officer: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Web Page/URL Address: \_\_\_\_\_

IRS Employer Identification Number: \_\_\_\_\_

Work to be performed: \_\_\_\_\_

Project No: \_\_\_\_\_

1. Participation in a previous contract or subcontract.
  - a. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  YES  NO
  - b. Compliance reports were required to be filed in connection with such contract or subcontract.  YES  NO
  - c. Bidder has filed all compliance reports required by Executive Orders 10925, 11114, 11246, or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964.  YES  NO
  - d. If answer of Item c. is "No", please explain in detail on reverse side of this certification.

2. Dollar amount of bid:\$ \_\_\_\_\_
3. Anticipated performance period in days: \_\_\_\_\_
4. Expected total number of employees to perform the proposed construction: \_\_\_\_\_
5. Nonsegregated facilities.

a. Notice to prospective federally-assisted construction contractors

- (1) A Certification of Nonsegregated Facilities, as required by the May 9, 1967, Order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the recipient prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
- (2) Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

The federally-assisted construction Contractor certifies that he/she does not maintain or provide any segregated facilities at any of his/her establishments, and does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally-assisted construction Contractor certifies further that he/she will not maintain or provide segregated facilities at any of his/her establishments, and will not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally-assisted construction Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The federally-assisted construction Contractor agrees that (except where he/she has obtained identical certifications from proposed Subcontractors for specific time periods) he/she will obtain identical certifications in duplicate from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain the duplicate of such certifications in his/her files. The Subcontractor will include the original in his/her bid package.

6. Race or ethnic group designation of bidder. Enter race or ethnic group in appropriate box:

- White       Black       Hispanic  
 Pacific Islander, Asian       American Indian, Aleut.

7. Gender of Owner       Male       Female

REMARKS: \_\_\_\_\_

Certification - The information above is true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Company Officer (Please Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CITY OF HOUSTON  
Company Wide EEO Report

OBO-01-13-001  
Office of Business Opportunity  
04/13

1. Check One <input type="checkbox"/> Prime <input type="checkbox"/> Subcontractor		2. Name and Address		3. FEED No.	
4. County				5. TX CSJ DOT Project No. (if Applicable)	
6. Contractor's Beginning Work Date on Project		7. City Of Houston Contract No.		8. This Report is based on Pay Period ending MM/DD/YYYY	

9. TEXAS CONSTRUCTION EMPLOYMENT

JOB CATEGORIES	TABLE A																		TABLE B	
	TOTAL EMPLOYEES		TOTAL MINORITIES		WHITE (Not of Hispanic Origin)		BLACK (Not of Hispanic Origin)		HISPANIC		AMERICAN INDIAN or ALASKAN NATIVE		ASIAN		NATIVE HAWAIIAN OR OTHER PACIFIC ISL.		TWO OR MORE RACES		On-The-Job Training (OJT)	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS (MANAGERS)	0	0	0	0																
SUPERVISORS	0	0	0	0																
FOREMEN/WOMEN	0	0	0	0																
ADMIN SUPPORT	0	0	0	0																
EQUIPMENT OPERATORS	0	0	0	0																
MECHANICS	0	0	0	0																
TRUCK DRIVERS	0	0	0	0																
IRONWORKERS	0	0	0	0																
CARPENTERS	0	0	0	0																
CEMENT MASONS	0	0	0	0																
ELECTRICIANS	0	0	0	0																
PIPEFITTERS, PLUMBERS	0	0	0	0																
PAINTERS	0	0	0	0																
LABORERS, SEMI-SKILLED	0	0	0	0																
LABORERS, UNSKILLED	0	0	0	0																
<b>TOTALS</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

TABLE C																		OJT TOTALS	
On-The-Job Trainee																		M	F
																		0	0

10. IF ANY EMPLOYEES REPORTED IN 'TABLE A' ARE APPRENTICES, NAME OF THE PROGRAM, JOB CATEGORY, COUNT, RACE & SEX.

11. SUMMARIZE ALL HIRES FOR THE ENTIRE ACTIVE MONTH BY JOB CATEGORY, RACE, SEX (USE ADDITIONAL SHEET IF NEEDED).

	PRINTED NAME FIRST/LAST	EMAIL ADDRESS	PHONE	SIGNATURE	DATE
12. PREPARER					
13. REVIEWER					

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE PROGRAM  
FOR**

---

**Name of Company**

The Company's Office of Business Opportunity Program shall consist of documented good faith efforts to comply with the goals, timetables, and objectives set forth in the following Affirmative Action steps:

- A. City of Houston's Specific Equal Employment Opportunity Policy and Clause as contained in City Council Ordinance No. 78-1538, passed August 9, 1978.
- B. Notice of Requirement for Office of Business Opportunity to ensure Equal Employment Opportunity (Executive Order 11246).
- C. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

Project: \_\_\_\_\_

---

Company Officer (Please Type)

---

Signature

---

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

SPECIAL PROVISIONS  
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY POLICY

1. GENERAL

- a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity are required by Executive Order 11246, as amended. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for Project activities under this Contract and shall supplement the notice of requirement for affirmative action to ensure equal employment opportunity and standard federal equal employment opportunity construction contract specifications.
- b. The Contractor shall work with the City and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the Contract.
- c. The prime Contractor and all Subcontractors holding subcontracts of \$10,000 or more shall comply with the following minimum specific requirement activities of equal employment opportunity. The Contractor shall include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the Subcontractor.

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Contractor shall accept as his/her operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, age, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include: 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.

3. EQUAL EMPLOYMENT OPPORTUNITY OFFICER

The Contractor shall designate and make known to the City contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who must be capable of effectively administering and promoting an active Contractor program of equal employment opportunity and who must be assigned adequate authority and responsibilities to do so.

4. DISSEMINATION OF POLICY

- a. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement the Contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions shall be taken as a minimum:
  - (1) Periodic meetings of supervisory and personnel office employees shall be conducted before the start of work and then not less often than once every six months, at which time the Contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings shall be conducted by the EEO Officer or other knowledgeable company official.
  - (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, or other knowledgeable company official, covering all major aspects of the Contractor's equal employment opportunity obligations, within 30 days following their reporting for duty with the Contractor.
  - (3) The EEO Officer or appropriate company official shall instruct all employees engaged in the direct recruitment of employees for the Project relative to the methods followed by the Contractor in locating and hiring minorities and females.
- b. In order to make the Contractor's equal employment opportunity policy known to all employees, prospective employees, and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor shall take the following actions:
  - (1) Notices and posters setting forth the Contractor's equal employment opportunity policy shall be placed in areas readily accessible to employees, applicants for employment, and potential employees.
  - (2) The Contractor's equal employment opportunity policy and the procedures to implement such policy shall be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

## 5. RECRUITMENT

- a. When advertising for employees, the Contractor shall include in all advertisements for employees the notation "An Equal Opportunity Employer". All such advertisements will be published in newspapers, or other publications, having a large circulation among minority groups in the area from which the Project work force would normally be derived.

- b. The Contractor shall, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee-referral sources likely to yield qualified minority-group applicants, including, but not limited to, State employment agencies, schools, colleges, minority-group organizations, and female recruitment agencies. To meet this requirement, the Contractor shall, through his/her EEO Officer, identify sources of potential minority and female employees, and establish with such identified sources procedures whereby such group applicants may be referred to the Contractor for employment consideration.

In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with equal employment opportunity Contract provisions. (The U. S. Department of Labor has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246 as amended).

- c. The Contractor shall encourage his/her present employees to refer female or minority-group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring such applicants will be discussed with employees.

## 6. PERSONNEL ACTIONS

- a. Wage, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff and termination, shall be taken without regard to race, color, religion, sex, national origin, or age. The following procedures shall be followed:

- (1) The Contractor shall conduct periodic inspections of Project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of Project-site personnel.
- (2) The Contractor shall periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- (3) The Contractor shall periodically review selected personnel actions in depth to determine whether there is evidence of discrimination.

Where evidence is found, the Contractor shall promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

- (4) The Contractor shall promptly investigate all complaints of alleged discrimination made in connection with his/her obligations under this Contract, shall attempt to resolve such complaints, and shall take appropriate corrective action. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor shall inform every complainant of all avenues of appeal.

7. TRAINING AND PROMOTION

- a. The Contractor shall assist in locating, qualifying, and increasing the skills of minority-group and women employees and applicants for employment.
- b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship and on-the-job training programs, for the geographical area of Contract performance.
- c. The Contractor shall advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The Contractor shall periodically review the training and promotion potential of minority-group and women employees and shall encourage eligible employees to apply for such training and promotion.

8. UNIONS

If the Contractor relies in whole or in part upon unions as a source of employees, he/she shall use his/her best efforts to obtain the cooperation of such unions to increase minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor, either directly or through a contractor's association acting as his/her agent, will include the procedures set forth below:

- a. The Contractor shall use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority-group members and women for membership in the unions and increasing the skills of minority-group employees and women so that they may qualify for higher-paying employment.
- b. The Contractor shall use best efforts to incorporate an equal employment opportunity clause into all union agreements to the end that such unions will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, or age.
- c. The Contractor is to obtain information as to the referral practices and policies of the labor union, except that to the extent such information is within the exclusive possession of the labor union, and such labor union refuses to furnish such information to the Contractor, the Contractor shall

so certify to the City and shall set forth what efforts have been made to obtain such information.

- d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor shall, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, age, sex, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U. S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the City.

9. SUBCONTRACTING

- a. The Contractor shall use his/her best efforts to solicit bids from and to utilize minority-group and female subcontractors or subcontractors with meaningful minority-group and/or female representation among their employees.
- b. The Contractor shall use his/her best efforts to assure Subcontractors' compliance with their equal employment opportunity obligations.

10. RECORDS AND REPORTS

- a. The Contractor shall keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate:
  - (1) The number of minority and non-minority group members and women employed in each work classification on the Project.
  - (2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force).
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees.
  - (4) The progress and efforts being made in securing the services of female and minority subcontractors.
- b. All records, including payrolls, must be retained for a period of three years following completion of the Contract work and shall be available at

reasonable times and places for inspection by authorized representatives of the City and/or the appropriate federal agency.

CITY OF HOUSTON, TEXAS

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Pursuant to City Council Ordinance No. 78-1538, passed August 9, 1978, all contracts entered into by the City of Houston involving the expenditure of \$10,000 or more, shall incorporate the following Equal Employment Opportunity Clause:

1. The Contractor, Subcontractor, vendor, Supplier, or lessee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The Contractor, Subcontractor, vendor, Supplier, or lessee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor, Subcontractor, vendor, Supplier, or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
2. The Contractor, Subcontractor, vendor, Supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or age.
3. The Contractor, Subcontractor, vendor, Supplier, or lessee shall send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or workers' representative of the Contractor's and Subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor, Subcontractor, vendor, Supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal opportunity and affirmative action provisions applicable, and shall likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officers for purposes of investigation to ascertain and effect compliance with this program.
5. The Contractor, Subcontractor, vendor, Supplier, or lessee shall furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant

thereto, and shall permit access to all books, records, and accounts by the appropriate City and Federal officials for purposes of investigation to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the Contractor, Subcontractor, vendor, Supplier, or lessee.

6. In the event of a Contractor's, Subcontractor's, vendor's, Supplier's, or lessee's non-compliance with the non-discrimination clause of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part, and the Contractor, Subcontractor, vendor, Supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.
7. The Contractor shall include the provisions of paragraphs 1 through 8 of this Equal Employment Opportunity 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 No. 11246 of September 24, 1965 so that such provisions will be binding upon each Subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a Subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The Contractor shall file and shall cause each of his Subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Office of Business Opportunity. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, employment policies, and employment statistics of the Contractor and each Subcontractor.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
(EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
	26.2% - 27.3%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally-assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the Contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order, and regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the Subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.
4. As used in this Notice, and in the Contract resulting from this solicitation, the "covered area" is The Houston, Texas Standard Metropolitan Statistical Area.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS  
(EXECUTIVE ORDER 11246)

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this Contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of

any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women, shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which Contractor's employees are assigned to work. The Contractor, where possible, shall assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions

have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy: by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the

Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
  - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare, through appropriate training, etc., for such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of

these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these Specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.B.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer),

dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily-understandable and retrievable form; however to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## DESCRIPTION OF JOB CATEGORIES

### Officials, Managers, and Administrators

Occupations requiring administrative personnel who set board policies, exercise overall responsibility for the execution of these policies, or provide specialized consultation on a regional, district, area basis, or direct individual departments or special phases of a firm's operations.

Includes: Officials, executives, middle management, plant managers, department managers, superintendents, salaried foremen who are members of management, purchasing agents, buyers, bureau chiefs, directors, deputy directors, wardens, examiners, sheriffs, police and fire chiefs, and kindred workers.

### Professionals

Occupations which require specialized and theoretical knowledge which is usually acquired through college or experience of such kind and amount as to provide a comparable background.

Includes: Accountants, auditors, airplane pilots and navigators, architects, artists, chemists, designers, dieticians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel and labor relations workers, physical scientists, teachers, social workers, doctors, psychologists, economists, systems analysts, employment and vocational rehabilitation counselors, instructors, police and fire captains and lieutenants, and kindred workers.

### Paraprofessionals

Occupations in which workers perform some of the duties of a professional or technician in a supportive role, which usually requires less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of a "New Careers" concept.

Includes: Library assistants, medical aides, child support workers, police auxiliary, welfare service aides, recreation assistants, homemakers aides, home health aides, and kindred workers.

### Technicians

Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through about two (2) years of post high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training.

Includes: Computer programmers and operators, draftsmen, engineering aides, junior engineers, mathematical aides, licensed practical or vocational nurses,

photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronics, physical sciences), police and fire sergeants, and kindred workers.

#### Protective Service Workers

Occupations in which workers are entrusted with public safety, security, and protection from destructive forces.

Includes: Police patrol officers, fire fighters, guards, deputy sheriffs, bailiffs, correctional officers, detectives, marshals, harbor patrol officers, and kindred workers.

#### Sales Workers

Occupations engaging wholly or primarily in direct selling.

Includes: Advertising agents and salespersons, insurance agents and brokers, real estate agents and brokers, stock and bond salespersons, demonstrators, salespersons and sales clerks, grocery clerks, cashiers, and kindred workers.

#### Office and Clerical

Occupations in which workers are responsible for internal and external communications, recording and retrieval of data and/or information and other paper work required in an office predominantly non-manual, though some manual work not directly involved with altering or transporting the products is included.

Includes: Bookkeepers, cashiers, collectors (bills and accounts), messengers and office helpers, office machine operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, court transcribers, hearing reporters, statistical clerks, dispatchers, license distributors, payroll clerks, and kindred workers.

#### Skilled Craft Workers

Occupations in which workers perform jobs which require special manual skill through on-the-job training and experience, or through apprenticeship or other formal training programs. These workers exercise considerable independent judgment and usually receive an extensive period of training.

Includes: The building trades, hourly paid foremen and leadmen who are not members of management, mechanics and repairmen, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors, heavy equipment operators, carpenters, and kindred workers.

#### Operatives (semi-skilled)

Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

Includes: Apprentices (auto mechanics), plumbers, bricklayers, carpenters, electricians, mechanics, building trades, metal workers, machinists, printing trades, operatives, attendants (auto service and parking), blasters, chauffeurs, deliverymen, dressmakers and seamstresses (except factory), dryers, furnacemen, heaters (metal), laundry and dry cleaning operatives, milliners, miners, motormen, oilers, greasers, etc. (except auto), painters (except construction and maintenance), photographic process workers, stationary firemen, truck and tractor drivers, weavers (textile), welders and flame cutters, and kindred workers.

#### Laborers (unskilled)

Workers in manual occupations which generally require no special training. These workers perform elementary duties that may be learned in a few days and require the application of little or no independent judgment.

Includes: Garage workers, car washers and greasers, gardeners (except farm) and groundskeepers, longshoremen and stevedores, lumbermen, craftsmen, and wood choppers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.

#### Service/Maintenance Workers

Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene, or safety for the general public, or which contribute to the upkeep and care of buildings, facilities or grounds, or public property. Workers in this group may operate machinery.

Includes: Chauffeurs, laundry and dry cleaning operatives, truck drivers, trash collectors, custodial personnel, gardeners and groundskeepers, construction laborers, attendants (hospital and other institutions), professional and personal service, counter and fountain workers, elevator operators, firemen and fire protection, guards, watchmen and doorkeepers, stewards, porters, waiters, and kindred workers.



4. Expected total number of employees to perform the proposed subcontract: \_\_\_\_\_
5. Nonsegregated facilities.
  - a. Notice to prospective federally-assisted construction contractors
    - (1) A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the Contractor prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
    - (2) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.
  - b. Certification of non-segregated facilities

The federally-assisted construction contractor certified that he/she does not maintain or provide any segregated facilities at any of his/her establishments, and does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally-assisted construction Contractor certifies further that he/she will not maintain or provide any segregated facilities at any of his/her establishments, and will not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally-assisted construction Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The federally-assisted construction Contractor agrees that (except where he/she has obtained identical certifications from proposed Subcontractors for specific time periods) he/she will obtain identical certifications in duplicate from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain the duplicate of such certifications in his/her files. The Contractor will include the original in his/her Bid Package.

6. Race or ethnic group designation of bidder. Enter race or ethnic group in

appropriate box:

- White                       Black                       Hispanic  
 Pacific Islander, Asian     American Indian, Aleut.

7. Gender

- Male                       Female

REMARKS:

Certification - The information above is true and complete to the best of my knowledge and belief.

---

Company Officer (Please Type)

---

Signature

---

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CITY OF HOUSTON  
Company Wide EEO Report

OBO-01-13-001  
Office of Business Opportunity  
04/13

1. Check One <input type="checkbox"/> Prime <input type="checkbox"/> Subcontractor		2. Name and Address	3. FEID No.
4. County			5. TX CSJ DOT Project No. (if Applicable)
6. Contractor's Beginning Work Date on Project		7. City Of Houston Contract No.	8. This Report is based on Pay Period ending MM/DD/YYYY

9. TEXAS CONSTRUCTION EMPLOYMENT

JOB CATEGORIES	TABLE A																TABLE B			
	TOTAL EMPLOYEES		TOTAL MINORITIES		WHITE (Not of Hispanic Origin)		BLACK (Not of Hispanic Origin)		HISPANIC		AMERICAN INDIAN or ALASKAN NATIVE		ASIAN		NATIVE HAWAIIAN OR OTHER PACIF ISL		TWO OR MORE RACES		On-The-Job Trainees (OJT)	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS (MANAGERS)	0	0	0	0																
SUPERVISORS	0	0	0	0																
FOREMEN/WOMEN	0	0	0	0																
ADMIN SUPPORT	0	0	0	0																
EQUIPMENT OPERATORS	0	0	0	0																
MECHANICS	0	0	0	0																
TRUCK DRIVERS	0	0	0	0																
IRONWORKERS	0	0	0	0																
CARPENTERS	0	0	0	0																
CEMENT MASONS	0	0	0	0																
ELECTRICIANS	0	0	0	0																
PIPEFITTERS, PLUMBERS	0	0	0	0																
PAINTERS	0	0	0	0																
LABORERS, SEMI-SKILLED	0	0	0	0																
LABORERS, UNSKILLED	0	0	0	0																
<b>TOTALS</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

TABLE C

On-The-Job Trainees																				
																			OJT TOTALS	
																			M	F
																			0	0

10. IF ANY EMPLOYEES REPORTED IN 'TABLE A' ARE APPRENTICES, NAME OF THE PROGRAM, JOB CATEGORY, COUNT, RACE & SEX.

11. SUMMARIZE ALL HIRES FOR THE ENTIRE ACTIVE MONTH BY JOB CATEGORY, RACE, SEX (USE ADDITIONAL SHEET IF NEEDED).

	PRINTED NAME FIRST/LAST	EMAIL ADDRESS	PHONE	SIGNATURE	DATE
12. PREPARER					
13. REVIEWER					

Certification by Proposed Material Suppliers, Lessors, and Professional Service  
Providers Regarding Equal reemployment Opportunity

Company Name: \_\_\_\_\_ \$ \_\_\_\_\_  
(Supplier, Lessor, Professional Service Provider) (Amount of Contract)

Company Address: \_\_\_\_\_

Company Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Goods or Service to be provided: \_\_\_\_\_

Web Page/URL Address: \_\_\_\_\_

Company Tax Identification Number: \_\_\_\_\_

Project No: [WBS/CIP/AIP/File No.] \_\_\_\_\_

Project Name: [Legal Project Name] \_\_\_\_\_

In accordance with the City of Houston Ordinance 78-1538, Supplier/Lessor/Professional Service Provider represents to be an equal opportunity employer and agrees to abide by the terms of the Ordinance. This certification is required of all Suppliers/Lessors/Professional Service Providers (hereinafter "Supplier") with contracts in the amount of \$10,000.00 or more.

- YES  NO Supplier agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age.
- YES  NO Supplier agrees that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or age.
- YES  NO Supplier will comply with all provisions of Executive Order No. 11246 and rules, regulations and applicable orders of the Department of Labor or other Federal Agency responsible for enforcement of applicable equal opportunity and affirmative action provisions and will likewise furnish all information and reports required by the Mayor or Contract Compliance Officers for the purpose of investigation to ascertain and effect compliance with the City of Houston's Office of Affirmative Action and Contract Compliance.
- YES  NO The Supplier shall file and cause their sub-tier contractors to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor or Contract Compliance Offices. Compliance reports filed at such times as directed shall contain information including, but not limited to, the practice, policies, program, and employment policies.

I hereby certify that the above information is true and correct.

\_\_\_\_\_  
COMPANY OFFICER (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
NAME AND TITLE (Print or type)

\_\_\_\_\_  
E-Mail Address

END OF DOCUMENT

Document 00820

**WAGE SCALE AND PAYROLL REQUIREMENTS FOR ENGINEERING  
CONSTRUCTION**

**Wage Scale Requirements**

- 1.1 Contractor and its Subcontractors must pay the general prevailing wage rates for building construction for each craft or type of worker or mechanic employed in the execution of any building construction or repair under the Contract in accordance with Chapter 2258 of the Texas Government Code and City of Houston, Texas Ordinance Nos. 85-2070, 2000-1114, 2001-152, 2006-91 and 2006-168, and 2009- 247 all as amended from time to time. City Council has determined the prevailing wage rate in the locality in which the work is being performed, which is set forth in Exhibit "A".
- 1.2 This prevailing wage rate does not prohibit the payment of more than the rates stated.
- 1.3 In bidding, Contractor warrants and represents that it has carefully examined the classifications for each craft or type of worker needed to execute the Contract and determined that such classifications in Exhibit "A" include all necessary categories to perform the work under the Contract.
- 1.4 The wage scale for engineering construction is to be applied to all site work greater than five feet from an exterior wall of new building under construction or from an exterior wall of an existing building.
- 1.5 If Contractor believes that an additional classification for a particular craft or type of worker is necessary to perform work under the Contract, it must submit with its bid a request to the Contract Compliance Division of the Office Of Business Opportunity ("OBO") to use an additional labor classification not listed in Exhibit "A" and specify the proposed new classification. OBO shall determine whether a proposed classification is already covered in Exhibit "A", and, if it is, specify which classification is appropriate. OBO's decision is conclusive. If OBO decides that a new classification is necessary, it will determine the appropriate prevailing wage rate for any resurveyed, amended, new, or additional craft or type of worker not covered by Exhibit "A". Such determination must be decided in accordance with procedures established by OBO, and in compliance with Chapter 2258 of the Texas Government Code and City of Houston, Texas Ordinance Nos. 85-2070, 2000-1114, 2001-152, 2006-91, 2006-168 and 2009-247 subject to City Council approval.
- 1.6 Contractor must not use any labor classification not covered by Exhibit "A" until such classification is established and approved for use by OBO.
- 1.7 A Contractor or Subcontractor who violates Chapter 2258 of the Texas Government Code must pay to the City, \$60 per each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates set forth in Exhibit "A".

- 1.8 The City may withhold money required to be withheld under Chapter 2258 of the Texas Government Code from the final payment to Contractor or earlier payments if City Council makes a determination that there is good cause to believe that Contractor has not complied with these provisions and Chapter 2258 of the Government Code, in which case the City may withhold the money at any time subsequent to the finding by City Council.
- 1.9 Contractor and Subcontractors must keep records specifying:
- (1) the name and classification of each worker employed under the Contract; and
  - (2) the actual per diem wages paid to each worker, and the applicable hourly rate.
- The records must be open at all reasonable hours for inspection by the officers and agents of the City.
- 1.10 The hourly cost of salary for non-exempt workers for labor in excess of 40 hours per worker per week, shall be calculated at 1.5 times the worker's base pay for the applicable craft and level.

#### **Certified Payroll Requirements**

- 2.1 Employees are paid weekly and payrolls are submitted weekly using the City of Houston's electronic payroll submission module, unless the prime Contractor has been instructed to do otherwise by the Office of Business Opportunity. When no work is done after a Contractor has started work, the Contractor is required to submit a weekly compliance statement indicating no work was performed. The payrolls must reflect the exact work and classification of the workers, the exact amount that they were paid. Workers must be paid the contracted amount (prevailing wage rates). The Contractor will be penalized \$60.00 a day for each employee who is underpaid per Texas Government Code §2258.023 for all contracts.
- 2.2 Payrolls must be submitted electronically & indicate whether the worker worked inside or outside the building area when both wage rates are applicable to the contract.
- 2.3 Payrolls must be submitted each week until all work by the contractor is complete and the electronic payroll submission is marked as final in the system.
- 2.4 Payrolls must cover a seven day period from the start of the work week and must be consecutive seven day periods until all work is complete.
- 2.5 Payrolls must have employees' names, addresses, last four digits of the social security numbers, and job classifications. The job classifications must be the same as the classifications on the prevailing wage rate schedule.
- 2.6 A payroll deduction authorization form must be submitted for each employee for any deductions other than Federal and FICA taxes.
- 2.7 Employees must be paid overtime (time and a half) for all hours worked over 40 hours a week on both federally and City-funded contracts.

- 2.8 The Contractor has the responsibility to comply with all Internal Revenue Service rules and regulations. Contractors who submit certified payrolls with **Owner Operators (truckers)** must submit a signed tax liability statement from Owner Operator acknowledging their responsibility for Federal Income Tax and FICA reporting obligations.
- 2.9 If the Contractor wants to use the apprentice wage rates for an employee, the apprenticeship certificates must be submitted to the Office of Business Opportunity in advance of the employee working on the project and appearing on the payroll. You must comply with the listed number of journeymen to apprentices as listed.
- 2.10 A poster of the Prevailing Wage Rate Schedule should be clearly displayed on each job site from the time the project starts until the work is completed, or in case of annual service agreements, in the Contractor's office.
- 2.11 The Contractor shall submit the "Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employees" (Exhibit "B") to the Monitoring Authority listed in Document 00495 prior to final execution of the contract.
- 2.12 During the course of the work, ALL Subcontractors shall submit the "Certificate from Subcontractor Appointing Officer or Employee to Supervise Payment of Employees" (Exhibit "C") to the Monitoring Authority listed in Document 00495.
- 2.13 Upon completion of the Project, as part of the contract-awarding department's total clearance process, the Office of Business Opportunity's Contract Compliance Section must review whether the Wage Rate and Payroll Requirements were met and report the results to the department.

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EXHIBIT "A"

LABOR CLASSIFICATIONS AND PREVAILING WAGE RATES FOR  
ENGINEERING CONSTRUCTION 2016

CLASSIFICATION	RATE	CLASSIFICATION	RATE
Asphalt Distributor Operator	\$14.06	Milling Machine Operator - Fine Grade	\$13.53
Asphalt Paving Machine Operator	\$14.32	Mixer Operator	\$10.33
Asphalt Raker	\$12.36	Motor Grader Operator- Rough	\$14.23
Asphalt, Shoveler	\$11.68	Motor Grader Operator	\$15.69
Broom or Sweeper Operator	\$12.68	Oiler	\$12.12
Bulldozer Operator	\$11.81	Painter-Structures	\$18.62
Carpenter- Rough	\$12.49	Pavement Marking Machine Operator	\$11.18
Concrete Finisher- Paving	\$13.07	Pile Driveman	\$14.95
Concrete Finisher- Structures	\$12.98	Pipe Layer	\$12.12
Concrete Paving Curbing Machine Operator	\$11.71	Reinforcing Steel Setter - Paving	\$15.15
Concrete Paving Finishing Machine Operator	\$13.07	Reinforcing Steel Setter - Structure	\$14.39
Concrete Paving Joint Sealer Operator	\$11.00	Roller Operator, Pneumatic - Self-propelled	\$11.57
Concrete Paving, Saw Operator	\$13.99	Roller Operator, Steel Wheel, Flat Wheel/Tamping	\$11.57
Concrete Paving Spreader Operator	\$10.44	Roller Operator, Steel Wheel, Plant Mix Pavement	\$11.92
Concrete Rubber . . .	\$9.00	Scraper Operator	\$13.47
Crane Clamshell Backhoe Derrick, Dragline, Shovel Operator	\$12.71	Servicer	\$13.97
Crusher and Screening Plant Operator	\$11.29	Sign Installer - PGM	\$8.54
Electrician * 3 Journeyman 2 Apprentice Allowed	\$27.11	Slip Form Machine Operator	\$11.07
Flagger	\$10.33	Spreader Box Operator	\$13.58
Form Builder/Setter- Structures	\$12.23	Structural Steel Worker	\$14.39
Form Liner- Paving and Curb	\$12.34	Tractor Operator - Crawler Type	\$13.68
Form Setter- Paving and Curb	\$12.34	Tractor Operator- Pneumatic	\$10.07
Foundation Drill Operator - Crawler Mounted	\$17.43	Transit Mixer Truck Driver	\$11.00
Foundation Drill Operator - Truck Mounted	\$15.89	Truck Driver, Lowboy-float	\$16.03
Front End Loader Operator	\$13.17	Truck Driver, Single-Axle - Heavy	\$11.46
Laborer Common	\$11.02	Truck Driver, Single-Axle - Light	\$11.48
Laborer- Utility	\$11.73	Truck Driver, Tandem Axle Semi-Trailer	\$12.27
Manhole Builder	\$9.00	Work Zone Barricade Servicer	\$11.67
Mechanic	\$16.96	Welders - Receive rate prescribed for craft performing operation to which welding is incidental	
* Apprentices- must be in an approved USDOL Program and cannot exceed ratios			

## Engineering Prevailing Wages Classification Definitions

### **Asphalt Distributor Operator**

Drives distributor truck, sets spray bars and operates valves and levers to control distribution of bituminous material for highway surfacing. May oil, grease or otherwise service and make adjustments to equipment as needed. Performs other related duties.

### **Asphalt Paving Machine Operator**

Operates paving machine that spreads and levels asphaltic concrete on highway subgrade. Controls movement of machine, raises and lowers screed, regulates width of screed. May, oil, grease, service and make adjustments to equipment as needed. Performs other related duties.

### **Asphalt Raker**

Distributes asphaltic materials evenly over road surface by raking and brushing material to correct thickness; directs Laborers when to add or take away material to fill low spots or to reduce high spots. Performs other related duties.

### **Asphalt Shoveler**

A general term used on construction work covering many unskilled classifications requiring work of a physical nature. A laborer works with all crews doing everything from pick and shovel work to cleaning up lumber with hammer, shoveling and placing concrete, uses air tools, cleans concrete joints and fills joints with sealing compound from bucket or with hose and nozzle from a central source, applies coating of oil to inside face of forms, may help set and strip forms, unloads and transports reinforcing steel, cures newly poured concrete, helps lower pipe into ditch for pipelayers, builds fences, works with dirt crew keeping construction layout stakes out of the way of dirt moving equipment.

### **Broom or Sweeper Operator**

Operates a self-propelled machine to sweep and clean roadway surfaces. May oil grease, service and make adjustments to equipment as needed. Performs other related duties.

### **Bulldozer Operator**

Operates a crawler tractor with a bulldozer mounted in front of chassis to level, distribute and push earth or other material. May operate a ripper attachment to break up rock or other hard material. May use a push block on front of tractor to push load scrapers. May oil, grease, or otherwise service and make minor repairs to equipment as needed. Performs other related duties.

### **Carpenter, Rough**

Works from plans to build, assemble, fit together, align, plum, and set in place forms for molding concrete structures. Forms may be wood, steel, aluminum, fiberglass or any other type of material. Checks form while concrete is placed. May install miscellaneous materials integral to concrete structures. May set precast concrete elements. Prepares for slipforming traffic rail and median barrier. May install permanent metal deck forms. May work with power tools Performs other related duties.

### **Concrete Finisher, Paving**

Finishes the exposed surfaces of fresh concrete paving, median barrier and every element of concrete structures to the final grade and contour structures to the final grade and contour with the use of straight edges and steel trowels. Operates bridge deck finishing machine. Finishes concrete curbs and gutters. Finishes exposed surface of concrete after forms have been removed by patching imperfections with fresh concrete, rubbing surface with abrasive stone, and directing others in removing excess or defective concrete with power tools. Performs other related duties.

### **Concrete Finisher, Structures**

A worker semi-skilled in concrete finishing who assists Concrete finisher by performing specific or general duties of lesser skill and keeping Concrete Finisher supplied with materials, tools, and supplies; cleaning working area an equipment; and holding materials and tools. Performs other related duties.

### **Concrete Paving Curbing Machine Operator**

Operates self - propelled machine(s) which may or may not travel on concrete paving forms, spreading and leveling fresh concrete to grade by use of augers and screeds. May oil, grease or otherwise service and make adjustments to equipment as necessary. Performs other related duties.

### **Concrete Paving Finishing Machine Operator**

Operates self - propelled machine(s) which may or may not travel on concrete paving forms, spreading and leveling fresh

concrete to grade by use of augers and screeds. May oil, grease or otherwise service and make adjustments to equipment as necessary. Performs other related duties.

**Concrete Paving Joint Sealer Operator**

Cleans and seals joints requiring a hot or cold sealing compound in concrete paving, sidewalks, driveway and approach slabs. May oil, grease or make necessary repairs adjustments to equipment as needed. Performs other related duties.

**Concrete Paving Saw Operator**

Operates a water-cooled power saw with either or an abrasive blade to saw expansion and contraction joints in concrete paving. May also be used to saw asphaltic pavements. May oil grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

**Concrete Paving Spreader Operator**

Operates self - propelled machine(s) which may or may not travel on concrete paving forms, spreading and leveling fresh concrete to grade by use of augers and screeds. May oil, grease or otherwise service and make adjustments to equipment as necessary. Performs other related duties.

**Concrete Rubber**

Finishes the exposed surface of concrete masonry after the forms have been removed by patching holes and broken corners with fresh concrete, rubbing surface with abrasive stone to remove rough spots, and removing high spots and defective concrete with hand chisel and hammer or pneumatic chisel and powered abrasive stone. Performs other related duties.

**Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel Operator**

A worker who operates a lattice boom type crane can hoist and move materials, raise and lower heavy weights and perform other related operations. May be crawler type or rubber tired. May include placement of rock riprap, clamshell, dragline, pipe and pile driving operations. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

**Crusher and Screenshot Plant Operator**

Operates a crusher or screening plant through which rock is run to break it into crushed stone for construction or to control flow of materials not needed. May include minor repairs and may service and make necessary adjustments to equipment as needed. Performs other related duties.

**Electrician \*3 Journeyman 2 Apprentice**

Plans and directs the layout of metal electrical conduit, installs wiring systems, switch-panels, buss bars, works on overhead distribution systems and underground distribution systems. Performs other related duties.

**Flagger**

A worker who directs traffic in or around a construction site. May use signs or devices to direct traffic. May help assemble, position and clean devices or equipment used to direct traffic. Must be able to effectively communicate with the public. May require certain level of training by TXDOT specifications. Performs other related duties.

**Form Builder/Setter, Structures**

Fits together, aligns and sets to grade metal and wooden forms for placement of concrete. Forms may be wood, steel, aluminum, fiberglass or any other type of material. Checks forms while concrete is placed. May install miscellaneous materials integral to concrete structures. May set precast concrete elements. Prepares for slipforming traffic rail and median barrier. May install permanent metal deck forms. May work with power tools. Performs other related duties.

**Form Liner, Paving & Curb**

Fits together, panels align and sets to grade metal and wooden forms for placement of concrete. Works with survey crew to set stringline for panels or moles. Performs other related duties.

**Form Setter, Paving & Curb**

Fits together, align and set to grade metal and wooden forms for placement of concrete paving and curbs. Works with survey crew to set stringline for paving, curb and gutter curb. Performs other related duties.

**Foundation Drill Operator, Crawler Mounted**

Operates a hole-drilling machine that is crawler mounted. May include geotechnical operations such as soils nails, rock nails, tiebacks, anchors and jet grouting. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

**Foundation Drill Operator, Truck Mounted**

Operates a hole drilling machine that is mounted on the rear of a rubber tired vehicle or truck. May include soils nails, rock nails, tiebacks, anchors and jet grouting. Drive truck from location to location or may have laborer who drives truck. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

**Front End Loader Operator**

Operates a rubber tired, skid steer or crawler type tractor with an attached scoop type bucket on front end. Machine is used to load materials from stockpiles, excavation, charging batch plants, loading and unloading trucks. May be used with attachments in lieu of the bucket. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

**Laborer, Common**

A general term used on construction work covering many unskilled classifications requiring work of a physical nature. A laborer works with all crews doing everything from pick and shovel work to cleaning up lumber with hammer, shoveling and placing concrete, uses air tools, cleans concrete joints and fills joints with sealing compound from bucket or with hose and nozzle from a central source, applies coating of oil to inside face of forms, may help set and strip forms, unloads and transports reinforcing steel, cures newly poured concrete, helps lower pipe into ditch for pipelayers, builds fences, works with dirt crew keeping construction layout stakes out of the way of dirt moving equipment.

**Laborer, Utility**

Performs a variety of manual duties, usually working in a utility capacity by working on multiple projects and tasks where demands require workmen with varied experience and ability to work without close direction. Unloads and transports reinforcing steel. May occasionally place and tie reinforcing steel. Directs common laborers in pouring concrete. Erects shoring and bracing. Assists in installation of pipe. Installs, operate and maintains dewatering systems. May assist equipment operators in positioning machines, verifying grades and signaling operators. Directs truck drivers and scraper operators to dumping positions to maintain grades as directed. Uses power tools and air tools. May work as lead man in a labor crew. His performance of a wide variety of construction jobs distinguishes him from a helper assigned to a specific craft. Installs and maintains erosion control. Is more or less a general utility construction worker. May be second step in learning a skill, and may later become a helper in a specific classification. Performs other related duties.

**Manhole Builder**

Constructs a means of permanent access to water and sewer lines for maintenance purposes. This work consists of laying brick or concrete slab at bottom of ditch up to an approximate grade line near the surface of the ground. Brick or block is normally laid to form a nearly circular manhole. Brick or block is laid in by eyesight and is normally to a plumb line. Chipped or culled brick can be used quite often is. No effort may be made to keep mortar off the face of the brick and joints are not pointed. May apply coating of concrete to interior and exterior surface. Performs other related duties.

**Mechanic**

Assembles, set up, adjusts and maintains and repairs all types of construction equipment and trucks. He may perform the duties of a welder in repair of equipment. Performs other related duties.

**Milling Machine Operator, Fine Grade**

Operates a power-driven milling machine that planes material of the to roadbed and discharges the material into a hauling unit or a windrow. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

**Mixer Operator**

Performs a variety of manual duties, usually working in a utility capacity by working on multiple projects and tasks where demands require workmen with varied experience and ability to work without close direction. Unloads and transports reinforcing steel. May occasionally place and tie reinforcing steel. Directs common laborers in pouring concrete. Erects shoring and bracing. Assists in installation of pipe. Installs, operate and maintains dewatering systems. May assist equipment operators in positioning machines, verifying grades and signaling operators. Directs truck drivers and scraper operators to dumping positions to maintain grades as directed. Uses power tools and air tools. May work as lead man in a labor crew. His performance of a wide variety of construction jobs distinguishes him from a helper assigned to a specific craft. Installs and maintains erosion control. Is more or less a general utility construction worker. May be second step in learning a skill, and may later become a helper in a specific classification. Performs other related duties.

**Motor Grader Operator, Rough**

Operates a motor grader. Equipment is used to grade excavation and embankment and to lay asphalt, base and other materials. May blade haul roads and do other general motor grader work, but does not perform finish grade work to close specification tolerances. This operator may be a learner in the first phase of learning the skills of motor grader work. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

**Motor Grader Operator**

Operates a motor grader. Equipment is used to grade excavation and embankment and to lay asphalt, base and other materials. May blade haul roads and do other general motor grader work, but does not perform finish grade work to close specification tolerances. This operator may be a learner in the first phase of learning the skills of motor grader work. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

**Oiler**

A learner or semi-skilled worker who under the direction of the watch engineer. May oil and grease or otherwise service all engines and necessary equipment as needed. He may clean and paint engine room as needed. Performs other related duties.

**Painter, Structures**

Paints and stains structural steel and concrete surfaces of bridges, retaining walls, or other structures. Directs cleaning and abrasive blasting of surfaces prior to painting or staining. Performs other related duties.

**Pavement Marking Machine Operator**

Operates machine used in laying paint stripes or markers on all types of paving. Loads machine with appropriate materials and may walk or ride on machine. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

**Piledriverman**

Sets in place, aligns, plumbs directs driving of timber, concrete, steel, pipe and any other type of piling. Sets, drives and pulls steel, concrete and other types of sheet piling. Rigs pile and leads and bracing. Signals operator. Splices piles before and after driving. Directs pile cutoff. May direct jetting or drilling equipment in connection with installing piles to grade. Performs other related duties.

**Pipelayer**

Installs concrete, clay, steel, ductile iron, plastic, corrugated pipe and any other type of pipe for storm drainage, water lines, gas lines and sanitary sewer lines. Lays underground communication and electrical ducts. May install and set electrical ground boxes, hand holes, manholes, inlets and other structures. Caulks joints, makes threaded and flanged connections. Installs valves and other accessories. Performs other related duties.

**Reinforcing Steel Setter, Paving**

Works from plans to lay out and install reinforcing steel within forms or in mats of concrete paving. May direct unloading of material. Determines rigging required to complete work. Gives direction to reinforcing steel worker (helper) or common or utility laborers. May install miscellaneous materials integral to concrete structure or paving. May work with power tools. Performs other related duties.

**Reinforcing Steel Setter, Structure**

Works from plans to lay out and install reinforcing steel within forms or in mats of concrete paving. May direct unloading of material. Determines rigging required to complete work. Gives direction to reinforcing steel worker (helper) or common or utility laborers. May install miscellaneous materials integral to concrete structure or paving. May work with power tools. Performs other related duties.

**Roller Operator, Pneumatic, Self-Propelled**

Operates a self-propelled machine with either steel wheels pneumatic tires, which is used to compact and smooth all bituminous materials. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

**Roller Operator, Steel Wheel, Flat Wheel/Tamping**

Operates a self-propelled machine with either steel wheels or pneumatic tires which is used to compact earth fills, subgrade, flexible base and all other types of materials except bituminous. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

**Roller Operator, Steel Wheel, Plant Mix Pavement**

Operates a self-propelled machine with either steel wheels pneumatic tires, which is used to compact and smooth all bituminous materials. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

**Scraper Operator**

Operates a self-contained wheeled tractor scraper both self loading or assisted by crawler tractors or other scrapers.

Used to excavate and transport earth or other materials. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

**Servicer**

Drives a truck, which carries various fuels, oils, greases and filters. Must have knowledge of and is responsible for the correct oiling and greasing and changing of filters on equipment according to the manufacturers' specifications. Uses compressed air grease guns, wrenches and other tools. May make adjustments to clutches, brakes and other mechanical items. Keeps record of service preventive maintenance records. May have laborer assisting him. May require CDL if driving truck on public highways. Performs other related duties.

**Sign Installer (PGM)**

Sets forms, reinforcing steel, anchor bolts and pours concrete for Sign foundations. Fabricates and erects pipe and angle Frameworks by bolting, welding or other means prior to installation of signs that are normally prefabricated. Works from plans in location and drilling holes for proper location and alignment of signs. May direct hoisting of signs into place. Fastens signs to framework by bolting and other means. Locates and sets lighting brackets. May perform other work associated with signing projects. Supervises sign erector helper. Performs other related duties.

**Slip Form Machine Operator**

Cleans and seals joints requiring a hot or cold sealing compound in concrete paving, sidewalks, driveway and approach slabs. May oil, grease or make necessary repairs adjustments to equipment as needed. Performs other related duties.

**Spreader Box operator**

Operates spreader box by adjusting hopper and strike off blade so that the gravel, stone or other material may be spread to a specific depth on road surface during seal coat and surface treatment operations. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

**Structural Steel Worker**

Works from plans to lay out and install reinforcing steel within forms or in mats of concrete paving. May direct unloading of material. Determines rigging required to complete work. Gives direction to reinforcing steel worker (helper) or common or utility laborers. May install miscellaneous materials integral to concrete structure or paving. May work with power tools. Performs other related duties.

**Tractor operator, Crawler Type**

Operates a crawler tractor with a bulldozer mounted in front of chassis to level, distribute and push earth or other material. May operate a ripper attachment to break up rock or other hard material. May use a push block on front of tractor to push load scrapers. May oil, grease, or otherwise service and make minor repairs to equipment as needed. Performs other related duties.

**Tractor Operator, Pneumatic**

Operates a gasoline or diesel powered agricultural tractor that tows compaction rollers, plow, disc, water tanks, scrapers and other similar operations. May use other miscellaneous attachments. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

**Traveling Mixer Operator**

Drives a gasoline or diesel truck upon which is mounted a concrete mixer. Operates concrete mixer and dumps concrete on the grade, into forms or into concrete pumps or buckets. Cleans mixer drum. May require CDL license for on highway use. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.

**Truck driver, lowboy-Float**

Drives a heavy-duty diesel powered truck to which is attached a trailer upon which heavy equipment is hauled. Driver is often required to operate heavy equipment to load or unload the lowboy. May require CDL license for on highway use. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.

**Truck driver, Single Axle, Heavy**

Drive a light capacity truck for transporting loads of construction material. The truck is of single rear axle type, may have various kinds of beds attached, such as dump, flat bed, tank, etc. May require CDL license for driving on highway. May services and make necessary adjustments for proper operation equipment. Performs other related duties.

**Truck driver, Single Axle-Light**

Drive a light capacity truck for transporting loads of construction material. The truck is of single rear axle type, may have various kinds of beds attached, such as dump, flat bed, tank, etc. May require CDL license for driving on highway. May services and make necessary adjustments for proper operation equipment. Performs other related duties.

**Truck Driver, Tandem Axle, Semi-Trailer**

Drives a diesel-powered tractor pulling a semi trailer hauling materials. Hauls dirt, rock, aggregates or other material. May require CDL license for driving on highway. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.

**Work Zone Barricade Servicer**

Fabricates, erects and maintains temporary traffic control devices, including arrow boards, signs, barricades, channelizing devices, barrels and all message boards. May operate a truck during traffic control operations.

**WELDERS** - Receives rate for craft being performed to which welding is incidental.

CERTIFICATE FROM CONTRACTOR APPOINTING OFFICER OR EMPLOYEE TO  
SUPERVISE PAYMENT OF EMPLOYEES

Project Name \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Project WBS#: \_\_\_\_\_ Date \_\_\_\_\_

(I) (We) hereby certify that (I am) (we are) the **Prime Contractor** for \_\_\_\_\_

\_\_\_\_\_ (specify type of job)

in connection with construction of the above-mentioned Project, and that (I) (we) have appointed \_\_\_\_\_, whose signature appears below, to supervise the payment of (my) (our) employees beginning \_\_\_\_\_, 20\_\_\_\_; that he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the Copeland Act and the City of Houston, which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the City of Houston a new certificate appointing some other person for the purposes hereinabove stated.

\_\_\_\_\_ Phone: \_\_\_\_\_  
(Identifying Signature of Appointee)

Attest: \_\_\_\_\_  
(Name of Firm or Corporation)

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

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

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

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

NOTE: This certificate must be executed by an authorized officer of a corporation or by a member of a partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Copeland Act and the City of Houston.

CERTIFICATE FROM SUBCONTRACTOR APPOINTING OFFICER OR EMPLOYEE TO  
SUPERVISE PAYMENT OF EMPLOYEES

Project Name \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Project WBS#: \_\_\_\_\_ Date \_\_\_\_\_

(I) (We) hereby certify that (I am) (we are) the **Sub Contractor** for \_\_\_\_\_

\_\_\_\_\_ (Specify work to be performed by subcontractor for this project)  
in connection with construction of the above-mentioned Project, and that (I) (we) have appointed \_\_\_\_\_, whose signature appears below, to supervise the payment of (my) (our) employees beginning \_\_\_\_\_, 20\_\_\_\_; that he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the Copeland Act and the City of Houston, which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the City of Houston a new certificate appointing some other person for the purposes hereinabove stated.

\_\_\_\_\_ Phone: \_\_\_\_\_  
(Identifying Signature of Appointee)

Attest: \_\_\_\_\_  
(Name of Firm or Corporation)

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

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

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

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

NOTE: This certificate must be executed by an authorized officer of a corporation or by a member of a partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Copeland Act and the City of Houston.

END OF DOCUMENT

SECTION 01110

SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Summary of the Work including Project Description, Work Covered by Contract Documents, Definitions, Cash Allowances, City Furnished Products, Work by City, Work Sequence, Coordination of Work, and Contractor Use of Premises.
- B. The site(s) will be primarily within the City of Houston limits, its Extra Territorial Jurisdictions (ETJs) and Strategic Partnership Agreement (SPA) areas. Visit the City's website for information about the City's ETJs and SPA areas at: <http://www.houstontx.gov/planning/Annexation/>. The exact work location(s) will be unknown at Bid time. In general, the work will be related to water line easements, but it may be applied to other areas.

1.02 PROJECT DESCRIPTION

- A. Clearing and grubbing services for City easements including mobilizing and cooperating with City personnel and Engineering Consultants to define limits for clearing and grubbing.
- B. Work may require the construction of fences, gates, driveways, or access roads.
- C. Amount of work to be performed may vary from no construction activity to times when multiple crews are necessary to meet requirements.

1.03 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work is generally for clearing and grubbing water line easements and facilitating access to water line easements at various locations throughout the City of Houston, ETJs and SPA areas. The Scope of Work will be determined by Work Order from time to time on an as-needed basis.
- B. Location of the Work cannot be determined at time of Bid, but will be established by Work Order issued from time to time.

- C. Drawings showing the Work of the Contract will be developed for each project and issued with each Work Order. Contractor may also be required to complete work without formal construction drawings.
- D. Unless approved by Project Manager, Contractor shall use products on the City of Houston's Approved Products list (reference Document 00020) or from the City contracted vendors or suppliers, and Contractor shall perform the work in accordance with the City of Houston Standard Details or the Harris County Standard Details (whichever is applicable; reference Document 00015).
- E. Work includes but is not limited to:
  - 1. Assist City Representative and their consultants to establish limits of clearing and grubbing and identify access problems which may prohibit work.
  - 2. Provide boundary survey and stake out clearing and grubbing limits.
  - 3. Properly notify landowners, utility companies, and all other entities impacted.
  - 4. Work in cooperation with City personnel and Engineering Consultants to develop a cost effective solution.
  - 5. Assist in identifying landscape features, utilities, and other existing structures that shall remain and be protected.
  - 6. Assess extent of effort to remove and dispose of trees, shrubs, and surface debris within limits.
  - 7. Assess extent of effort to remove or relocate signs, billboards, and mailboxes as needed on site.
  - 8. Assess extent of effort to remove and dispose of fences, gates, storm sewer pipes, culverts, debris of buildings and miscellaneous structures as needed on site.
  - 9. Assess extent of effort to construct new fences, gates, storm sewer pipes, culverts, driveways, or access roads, if required on site.
  - 10. Provide appropriate Traffic Control Measures as required to perform work.

11. Establish temporary or permanent erosion control features to the extent necessary to ensure economical, effective and continuous control of erosion and water pollution during construction and after construction is complete.
- F. Work Orders will establish the scope, duration and cost of the work. The cost of the work will be determined using the Unit Prices, Actual Quantities, and Adjustment Factors. Reference Document 00410 – Bid Form, Part B.
- G. An example Work Order is included as Document 00950 in the Project Manual.
  1. It is anticipated that this Work Order will be issued soon after Notice To Proceed for this project. However, specific schedule and details of the work are subject to change.

#### 1.04 DEFINITIONS

- A. Large Diameter Water Lines: Water lines 24-inch in diameter and larger. References to large diameter water lines shall apply to pipes, valves and appurtenances 24-inch in diameter and larger associated with projects involving water lines, plant and water facility construction.
- B. Assignment: Entire Work required to fulfill the intent of a specific Work Order. Additional Work Orders may be given to complete the same assignment if the Scope of Work for that original Work Order is inadequate to complete the Work.
- C. Tasks: Construction activities that make up an assignment. One assignment may have several tasks.

#### 1.05 CASH ALLOWANCES

- A. Include the following specific Cash Allowances in the Contract Price under provision of Document 00700 – General Conditions, Paragraph 3.11:
  1. UTILITY REIMBURSEMENT: Allow the stipulated sum indicated in Document 00410, Part B for compensating private utility companies for utility relocations. Costs include gas meter relocation permit fee and electric power riser relocation permit fee.
  2. PERMITS: Allow the stipulated sum indicated in Document 00410, Part B for permit fees assessed by City, Harris County, HCFCD, Fort Bend County, TxDOT, and railroad companies.

3. RAILROAD FLAG MAN ALLOWANCE: Allow the stipulated sum indicated in Document 00410, Part B for compensating railroad company flaggers required for work in railroad right-of-way.
4. STREET CUT PERMIT FEE ALLOWANCE. Allow the stipulated sum indicated in Document 00410, Part B for fees assessed by the City for obtaining Street Cut Permits.
5. LANE CLOSURE PERMIT ALLOWANCE. Allow the stipulated sum indicated in Document 00410, Part B for fees assessed by the City for obtaining Lane Closure Permits.
6. PROPERTY OWNER OBSTRUCTION REMOVAL FEE. Allow the stipulated sum indicated in Document 00410, Part B for compensating landowners for removal of obstructions in easements. Maximum payment of \$500 per easement allowed, unless otherwise approved by Project Manager. In all cases, obtain approval of Project Manager before using allowance.

1.06 CITY FURNISHED PRODUCTS

- A. City may supply materials for use associated with the Work Orders to complete the work. At Project Manager's approval, the material furnished shall either be replaced in kind, or at a reasonable cost for the material refunded to the City through Change Order, unless the Pay Item is intended for installation only and does not include procurement of the material.
- B. Warranty for materials provided to the Contractor will be for installation and workmanship only, not for the product itself.

1.07 WORK BY CITY

- A. City will need to acquire all easements from or obtain right of entry from the landowners prior to entering any property subject to clearing and grubbing activities.
- B. City or its consultants will inspect work.
- C. Work Orders may involve a joint effort between Contractor and City personnel to perform required work. Compensation will only be for actual work Contractor performs.

1.08 WORK SEQUENCE

- A. The Work covered by this Contract is to enable access to easement sites. Maintain readiness so as to mobilize supervision, labor forces, equipment and available supplies within fourteen (14) days to clear and grub easement sites.
  - 1. Contractor and Engineering Consultants will mobilize at the same time and, after hearing recommendations from Consultant, Contractor and City forces, Project Manager will make determinations as to limits and types of clearing and grubbing needed at any given location.
  
- B. Written notification will be issued with a Work Order via fax or email. Work Order will identify limits to be cleared and grubbed, Unit Price Work Items, quantities, and schedule for completion.
  - 1. Contract Time for each Assignment will be included in each Work Order. However, Interim Completion Times may be given for certain portions of each Assignment.
  - 2. Failure to complete work by completion date will result in liquidated damages as per Document 00803 – Work Order Supplementary Conditions.
    - a. Weather and weather related ground conditions which delay completion of the work will be factored into the schedule with approval of Project Manager.
  
- C. Selective clearing for line of sight shall be expected for each Work Order. Such clearing shall be done with manually operated equipment within specified limits. Any activity that may damage a root system shall be prohibited, including hitting trees or shrubs with equipment and disturbing the ground under vegetation. Comply with clearing requirements per Section 02233 – Clearing and Grubbing, and Section 02233S – Clearing and Grubbing Supplements. Refer to Section 01270 – Measurement and Payment, and Section 01270S – Measurement and Payment Supplements for unit price procedures.

1.09 COORDINATION OF WORK

- A. Schedule project operations with Project Manager, Real Estate Branch and Traffic Management Branch.
  
- B. Notify landowners a minimum of five (5) days prior to commencing Work in easements on or adjacent to their properties.

- C. Notify private utility companies a minimum of forty-eight (48) hours, excluding weekends and holidays, prior to commencing Work in proximity to their existing utilities.
- D. Notify City of Houston Urban Forestry a minimum of forty-eight (48) hours, excluding weekends and holidays, prior to clearing, cutting or pruning any tree.
- E. Notify City and private utility companies (when applicable) a minimum of forty-eight (48) hours, excluding weekends and holidays, in advance of required utility shutdown unless otherwise directed by Project Manager or emergency exists.
- F. Notify applicable railroad company before performing work in railroad right-of-way. Coordinate with project manager for contact information and requirements.
- G. Comply with procedures for coordination of the Work per Section 01312 – Coordination and Meetings.

1.10 CONTRACTOR USE OF PREMISES

- A. Construction Operations: Limited to City utility easements and City, TxDOT, Harris County Flood Control District, Harris County, Fort Bend County, and Fort Bend County Drainage District right-of-ways. Contractor must accommodate clearing and grubbing activities within these areas and bid accordingly. If at any point any activities need to be performed outside easement or ROW; coordinate with the property owner and acquire written approval from the property owner.
- B. Use of and work in the TxDOT right-of-way must conform to TxDOT requirements. Refer to TxDOT Specifications at:  
<https://www.dot.state.tx.us/business/specifications.htm>
- C. Use of and work in the Harris County Flood Control District right-of-way must conform to Harris County Flood Control District requirements. Refer to Harris County Specifications at:  
[https://www.hcfcd.org/media/1311/hcfcd\\_2005\\_specifications.pdf](https://www.hcfcd.org/media/1311/hcfcd_2005_specifications.pdf)
- D. Use of and work in the Harris County right-of-way must conform to Harris County requirements. Refer to Harris County Specifications at:  
<http://www.eng.hctx.net/spec/index2015.htm>

- E. Use of and work in the Fort Bend County right-of-way must conform to Fort Bend County Requirements. Refer to Fort Bend County Requirements at <http://www.fortbendcountytx.gov/index.aspx?page=344>
- F. Use of and work in the Fort Bend County Drainage District right-of-way must conform to Fort Bend County Drainage District Requirements. Refer to Fort Bend County Drainage District Requirements at <http://www.fortbendcountytx.gov/index.aspx?page=335>
- G. Work in railroad company right-of-ways must comply with railroad company requirements. Many railroad companies operate in the Houston area and have different requirements for right-of-way use. For examples of railroad requirements, refer to:
  - 1. <http://www.bnsf.com/communities/faqs/permits-real-estate/>
  - 2. [http://www.up.com/real\\_estate/index.htm](http://www.up.com/real_estate/index.htm)
- H. Comply with procedures for access to site and Contractor's use of rights-of-way per Section 01145 – Use of Premises.
- I. Field Office: No field office is required for this project.
- J. Barricades: Establish project barricades as determined by Project Manager.
- K. Sanitation Facilities: Contractor to provide portable toilet facilities to job site expected to last greater than one day for use of all employees and City employees assigned to the job.
- L. Prevent overstress of any structure, and any part or member of it, during construction. This applies to existing work and structures affected by operations. Check effect of operations in this regard, and provide temporary supports and connections required to assure safety and stability of both new and existing work and to prevent overstress of any part.
- M. Secure materials and equipment within construction limits at all times. No construction activities shall be done outside of construction limits. Any work done outside the specified limits, for any purpose, shall be at the Contractor's expense.
- N. Use caution and diligence while working at all time. Any damage to public or private properties, surrounding environment, or objects designated to remain shall be repaired or replaced at the Contractor's expense.

- O. Materials generated from removal of trees within easements that have been acquired by the City prior to commencing work will become property of the Contractor, unless agreements to the contrary have been made between the City and landowners. However, removal or disposal of materials within easements that have not been acquired will not be allowed without the written permission of the landowners. The Contractor will be responsible for obtaining such written permission and for providing a copy to Project Manager.
- P. No cleared and grubbed materials shall be left in the right-of-way at any time.

1.11 STREET CUT ORDINANCE

- A. Excavations on or under pavement in the City's right-of-way must have a permit. Comply with City of Houston, Texas Ordinance No. 2000-1115, an ordinance amending Chapter 40 of the Code of Ordinances, Houston, Texas, relating to excavating in the Public right-of-way and comply with amendments provided by Texas Ordinance No. 2006-0595 including the following fee schedule:

Schedule of Permit Application Fees\*

Initial Application Fee:

Tunneling, Jacking and Boring only	\$138.34
All other Methods of Excavation	\$193.68

Permit Extension Application Fee:

Other Than Steel Plate Temporary Surface	\$27.66
Steel Plate Temporary Surface	\$55.34

Data Entry Fee for Non-Electronic Submission (per application): \$55.34

\* All fees/charges are non-refundable.

Comply with the latest edition of street cut "New Pavement Repair and Pavement Replacement Details".

Contractor shall comply with requirements from Chapter 12 of the City of Houston's Infrastructure Design Manual (dated July 1, 2015), entitled "Street Cut Requirements".

- B. The bid items for the cost of street cut pavement repair and replacement that will be identified on the drawings for each Work Order are included in Document 00410 - Bid Form, Part B.

- C. Contractor shall obtain all required permits and signs prior to performing any methods of construction involving street excavation in the existing pavement.
- 1.12 GAS METER AND ELECTRIC POWER RISER RELOCATION
- A. Gas Meter Relocation: An individual permit must be obtained prior to the work. The Contractor shall hire a licensed certified plumber to relocate the gas meters. Prior to acceptance and initial operation, all piping installation shall be inspected and pressure tested to determine that the materials, design, fabrication, and installation practices comply with Chapter 24 of Houston Amendment to 2006 IRC Plumbing Code, Section G2417.1 (406.1) General. In the event the City adopts a different Code and/or revises the City Code Amendments, the most current adopted Code and Amendments shall be complied with. Gas test and inspection must be made for meter relocation release. Refer to Section 01270 – Measurement and Payment, and Section 01270S – Measurement and Payment Supplements for unit price procedures.
  - B. Electric Power Riser Relocation: An individual permit must be obtained prior to the work and after completion of the work. The Contractor shall hire a licensed certified electrician to relocate the electric power risers. All work shall conform to the requirements in CPE Item 8006. Refer to Section 01270 – Measurement and Payment, and Section 01270S – Measurement and Payment Supplements for unit price procedures.
- 1.13 WARRANTY
- A. Comply with warranty requirements in accordance with Document 00700 - General Conditions.
  - B. In addition to above warranty, assign to City all warranty from equipment and materials issued by manufacturers or subcontractors which extend beyond the 12-month period specified above.
- 1.14 INTERPRETATION OF CONFLICTS
- A. Should conflicts occur in Contract Documents, request interpretation before proceeding with work. Such requests shall first be preceded by a diligent investigation into Contract Documents. Include evidence of such investigation in requests for interpretation.
  - B. Should conflicts occur between the City and Harris County, Fort Bend County, or TxDOT Specifications and Requirements, the most stringent specifications and requirements shall apply.

1.15 GENERAL CONSTRUCTION NOTES

- A. Contractor with assistance of Project Manager, if necessary, shall be responsible for obtaining all applicable City, County, State, and Federal Permits prior to commencing any construction activity.
- B. Submit Traffic Control Plan to TxDOT Area Engineer for approval prior to commencing any construction activity. Maintain traffic on involved streets; however, on major thoroughfares maintain normal flow of traffic during peak hours (7:00-9:00 AM and 4:00-6:00 PM), unless otherwise approved by Project Manager. Furnish all warning signs, detour signs, etc., required to maintain safety and traffic's use of roadway. Use Flagmen or Uniformed Peace Officer as required to supplement traffic control.
- C. Work Orders may require the Contractor to rent Timber Mats, when necessary, in order to maneuver equipment and material across jurisdictional wetlands, petroleum pipeline easements, or any other easement or right-of-way that requires Timber Mats.

PART 2 PRODUCTS

2.01 TYPE OF PRODUCTS

- A. Provide materials as appropriate for enabling access to City easements and as approved by Project Manager.
- B. Work Order specific Specifications, plans, details and design criteria will be provided as appropriate for each Work Order.

PART 3 EXECUTION (Not Used)

END OF SECTION